# MISSISSIPPI STATE UNIVERSITY FACULTY/ STAFF TEMPORARY HOUSING POLICY AND PROCEDURES

# OP 95.500

# INTRODUCTION

Mississippi State University maintains a limited number of housing units available for rent to regular full-time faculty and staff on a temporary basis. The units range in size from two-bedroom apartments to four and five-bedroom houses.

# POLI CY

Mississippi State shall maintain housing units for rental by regular full-time faculty and staff on a temporary basis for no more than one year occupancy. The primary purpose of providing temporary housing is to facilitate the transition of newly hired employees to their work and community environment and secondly, to provide present employees with opportunities for temporary housing.

# **PROCEDURES**

# 1. Distributing Information

The unit head accountable for recruiting and hiring employees within his/her unit will provide the web site (**Faculty and Staff Temporary Housing:** <u>http://www.fm.msstate.edu/fachouse/</u>) for Mississippi State University's Faculty/Staff Temporary Housing in the packet of information sent to prospective faculty and staff.

### 2. Assessing Housing Applications/ Making Assignments

The Associate Director for Facilities Services, Facilities Management, will assess housing applications (see <u>Exhibit 1 Application Form</u>) submitted by full-time faculty and staff and make assignments according to employment status of the applicant in the following priority:

- a. <u>Newly hired</u>\* regular full-time general faculty with rank of Assistant Professor or above and deans, directors, and department heads
- b. <u>Newly hired</u>\* regular full-time professional or support staff and full-time instructors
- c. Full-time members of the general faculty and professional or support staff

Within each priority, assignments are made according to:

- Date the housing application is received
- Family size
- Bedroom requirement
- \* To be considered **<u>newly hired</u>**, the employee must file an application for temporary housing prior to or no later than sixty days after the date of employment.

# 3. **Processing Inactive Applications**

Employees in employment status 2.a and b who have not been assigned a unit within six months of their employment date will be placed in employment status 2.c.

Employees in employment status 2.c who have not been assigned a unit within two years of their application date will be dropped from the waiting list.

# 4. Accepting Housing/ Making Deposit

Individuals wishing to accept a temporary housing assignment will be required to sign a Faculty and Staff Temporary Housing Rental Agreement (see Exhibit 2 Faculty & Staff Temporary Housing Rental Agreement) and to make a security deposit equal to one month's rent. The deposit will be refunded if the property is vacated in as good a condition as at the time of occupancy (normal wear and tear excluded). Should additional cleaning or repair be required, the deposit will be used to cover the cost and a refund of the unused balance will be made. If the cost is more, the tenant will be billed for the remainder. By making a deposit, the perspective tenant agrees to the terms of the offer letter.

If a prospective tenant or the prospective member's department requests that advanced assignment be made and a hold placed on the unit, the prospective tenant or the department is required to execute a rental agreement upon request and pay the rental amount for the duration that the housing is not available for other assignment.

An offer letter will state the date on which rent will begin. Every effort will be made to accommodate "Date Housing is Required" as entered on the application. If the unit is available for occupancy on the required date or earlier, rent will begin the earlier of the required date or the occupancy date. If the offer is not accepted, the status of the applicant will rotate to the bottom of the list in the respective priority category.

A pet fee is required at the time of assignment when tenants have a pet on MSU property. The pet fee is a non-refundable fee used to provide sanitization upon vacation of the property by the tenant (see Exhibit 5 Pet Addendum.)

# 5. Maintaining Rented Property

- a. The tenant will maintain the rental property and exterior of the building in a presentable condition (see <u>Exhibit 3 Grounds and Maintenance Rules</u>.)
- b. Normal mowing and shrubbery maintenance are provided to the tenant and are included in the rental charge.
- c. Construction which requires removal of soil or installation of equipment must receive prior approval from the Associate Director for Facilities Services (662-325-5830). This includes, but is not limited to, playground equipment, fences, clothes lines and gardens. The tenant will be responsible for

removing any equipment installed and restoring the site to its previous condition. If prior approval is not received or if grounds are not returned to previous condition, tenant will be charged for necessary modifications.

- d. Periodic inspections will be made by Facilities Management staff as deemed necessary.
- e. Painting and wallpapering are not allowed. The tenant will be charged to return the unit to its original condition for any walls painted or papered, other than what is received at occupancy.
- f. Only Facilities Management may duplicate keys after approval from management. There will be a charge to duplicate each key. All issued keys and duplicates must be returned upon vacancy or tenant will be charged for full re-keying of the unit.
- g. Satellite dishes are **<u>not</u>** allowed.
- h. Rummage/yard sales are <u>not</u> allowed.
- i. Signs are **<u>not</u>** allowed to be posted on property. Including signs for any particular person, group of persons or any political activity in any election.
- j. Tenants must comply with all applicable University rules, regulations and policies.

### 6. Paying Rent, Utilities and Fee Charges

By the first of each month, the tenant will pay rent, utilities and fee charges (see <u>Exhibit 4 Fee Schedule</u>) through payroll deduction. Exceptions: ROTC employees will make direct payment to the Controller's Office by the first of each month and nine-month faculty will do likewise for the months not on the University's payroll.

For the tenant's convenience, water, electricity and natural gas will be on when they arrive. The tenant is responsible for making arrangements and paying all utilities not provided by Mississippi State University.

Arrangements for continued electrical service for Bulldog Circle, East Road and Maroon Drive should be made with:

Four County Electric Power Association 1808 Hwy 25 South Starkville, MS 39759 Phone: (662) 323-4502

All other units are served by the University electrical system.

Arrangements for continued natural gas service for all units should be made with:

Atmos Energy 402 University Drive Starkville, MS 39759 Phone: (1-888-286-6700) If the appropriate utilities are not transferred into the tenant's name, there will be a handling charge per invoice.

# 7. Changing Rent, Utilities and Fee Charges

Rent, utilities and fee charges are subject to change upon approval of the President. Any approved changes will apply at the beginning of the month following the receipt of written notice from the Associate Director for Facilities Services. A list of current fee charges (see Exhibit 4 Fee Schedule) may be obtained from the Housing Assignment Specialist (662-325-5830).

### 8. <u>Subleasing</u>

Subleasing of housing unit is **not** allowed.

### 9. Controlling Pets

The tenant will provide control over pets so that they do not become a nuisance or danger to neighbors or the University community (see <u>Exhibit 5 Pet</u> <u>Addendum</u>.) This document must be signed by the tenant and will be attached to the rental agreement.

### 10. Collecting Garbage

Garbage collection for the housing units is provided once per week.

### 11. Vacating Housing

<u>Advance Notice.</u> The tenant will (a) give written notice of intent to vacate the property and will be responsible for the payment of rent, utilities and fee charges for a minimum of fifteen days from the date notice is given (see <u>Exhibit 6</u> <u>Intent-to-Vacate Form</u>) and (b) pay partial monthly charges due on a prorated 30-day basis.

Inspection. After the housing unit is vacated, the Associate Director for Facilities Services will inspect the unit (see <u>Exhibit 7 Minimum Cleaning Standards</u>.)

<u>Employment Termination</u>. The tenant will vacate the property within thirty days after termination of employment with Mississippi State University.

### 12. Violating Rental Agreement and Rules

<u>Violation(s).</u> Violation(s) of Rental Agreement and rules may result in losing the privilege of housing and the tenant will have two weeks to vacate the premises. If the unit is not vacated beyond the two week vacation notice, eviction proceedings will begin and the tenant will be responsible to pay all costs associated therewith.

<u>Unauthorized Occupancy.</u> If the tenant does not vacate the premises on the ending date specified in the rental agreement, the date specified on the Intent-to-Vacate Form or beyond the 30 days after employment termination, eviction proceedings will begin and tenant will be responsible to pay all costs associated therewith.

# 13. Appealing Violation Notice(s)

Appeal of a violation notice must be made in writing to the Associate Director for Facilities Services within seven calendar days of the written notice. Tenant's appeal will be forwarded to the Faculty/Staff Housing Appeals Committee.

# 14. Faculty/ Staff Housing Appeals Committee

The committee which is responsible for hearing appeals to violation notices is comprised of the Associate Director for Facilities Services (Facilities Management) and five voting members serving three year staggered terms with each voting member appointed by one of the following: Chair, Faculty Senate Chair, Staff Council Athletic Director Provost and Executive Vice President Vice President for Agriculture, Forestry and Veterinary Medicine

### <u>REVI EW</u>

The <u>Provost and Executive Vice President</u> is responsible for review of this operating policy every four years or as needed.

- Exhibit 1 Faculty & Staff Temporary Housing Application Form
- Exhibit 2 Faculty & Staff Temporary Housing Rental Agreement
- Exhibit 3 Faculty & Staff Temporary Housing Grounds and Maintenance Rules
- Exhibit 4 Faculty & Staff Temporary Housing Fee Schedule
- Exhibit 5 Faculty & Staff Temporary Housing Pet Addendum
- Exhibit 6 Faculty & Staff Temporary Housing Intent-to-Vacate Form
- Exhibit 7 Faculty & Staff Temporary Housing Minimum Cleaning Standards

# **AUTHORIZED BY:**

/s/ Jerome A. Gilbert	Date: 01/21/2013
<b>Provost and Executive Vice President</b>	
<b>REVIEWED BY:</b>	
/s/ Jordan Ramsey	Date: 01/25/2013
Director, Internal Audit	
/s/ Joan Lucas	Date: 01/25/2013
General Counsel	
APPROVED BY:	
/s/ Mark Keenum	Date: 01/29/2013
President	

### MISSISSIPPI STATE UNIVERSITY FACULTY AND STAFF TEMPORARY HOUSING RENTAL AGREEMENT

Date	_ Name	MSU ID		-
Mailing Address	Depa	artment		
Unit Location	Unit Description: Apartment	House	_ Number Bedrooms	-
Date Deposit Received	Amount Deposit Received	Monthl	ly Rate	-
Temporary Occupancy Beginr	ning Date: (ENDING DA	TE IS FIRM & TERM	IS LIMITED TO ONE YEAR	,

#### **TENANT AGREES TO**

- Pay a security deposit of one month's rent to Mississippi State University when assignment is accepted to hold the unit until employee's arrival. Deposit insures the property is vacated in good condition (normal wear excluded). Should additional cleaning or repair be required upon vacancy, the deposit will be used to cover cost and a refund of the unused balance will be made (refer to Minimum Cleaning Standards.)
- 2. Pay for any damage incurred to property during period of occupancy (normal wear excluded).
- 3. Pay rent/utilities and fee charges (refer to Fee Schedule) each month through payroll deduction. At the first of each month, tenants not paid by MSU will make direct payments to the Controller's Office (Garner Hall) and nine-month faculty will do likewise for the months not on University payroll.
- 4. Make arrangements for and pay all utilities not provided by Mississippi State University (4-County Electric Power Association, Atmos Energy).
- 5. Maintain property and exterior of building in accordance with Grounds and Maintenance Rules.
- 6. Pay a pet fee when tenant has a pet on MSU property. The pet fee is a non-refundable fee used to provide sanitization upon vacation of the property by the tenant. Upon occupancy: Pet(s) \_\_\_\_ (Yes) \_\_\_\_ (No). If yes, number of pets in unit \_\_\_\_\_. Notify Faculty/Staff Housing office and pay Pet Deposit for pet(s) obtained after occupancy.
- 7. Provide control over pets (refer to Pet Addendum).
- 8. Give written notice of intent to vacate the property and be responsible for rent/utilities and fee charges for at least fifteen days from the date notice is given (refer to Intent-To-Vacate Form); pay partial monthly charges due on a prorated 30-day basis.
- 9. Vacate property within thirty days following termination of employment with Mississippi State University.
- 10. Comply with all applicable University rules, regulations and policies.

#### TENANT UNDERSTANDS THAT

- 1. Violation(s) of Rental Agreement and rules may result in losing the privilege of housing and he/she will have two weeks to vacate.
- 2. Failure to vacate property within thirty (30) days of the ending date may result in eviction proceedings and tenant will be responsible to pay all costs associated therewith.
- 3. Basement storage is not recommended. Basement construction does not preclude leakage and any stored items may incur moisture damage.
- 4. Subleasing of rented property is not allowed.
- 5. Rent/utilities/fee charges/rules are subject to change upon notification by the Associate Director of Facilities. Any changes will apply at the beginning of the month following receipt of notice.

#### TENANT AGREES TO TERMS AND CONDITIONS OF THIS AGREEMENT

Tenant acknowledges receipt of \_\_\_\_\_\_ keys, \_\_\_\_\_\_, Serial Numbers \_\_\_\_\_\_.

Failure to return all keys upon vacating will result in a charge of \$\_\_\_\_\_ for re-keying unit.

	APPROVED:		
Tenant	Date	Assoc Director of Facilities	Date

# MISSISSIPPI STATE UNIVERSITY FACULTY AND STAFF TEMPORARY HOUSING GROUNDS AND MAINTENANCE RULES

# <u>PURPOSE</u>

The purpose of these rules is to insure that a community of well-maintained facilities and grounds is available for those who choose to occupy Faculty and Staff Temporary Housing.

# MAINTENANCE OF PROPERTY

The tenant is expected to maintain the property and exterior of building in a presentable condition. Normal mowing and shrubbery maintenance are provided to the tenant and are included in the rental charge.

# MAINTENANCE OF GROUNDS RULES INCLUDE:

- 1. **Grass** If tenant erects a fence on the property, they are expected to keep grass mowed to acceptable standards on a weekly basis (including times that tenant may be on vacation). At no time should the height of the grass exceed six inches.
- 2. **Parking**/**Driving** Parking/driving on property should be limited to the designated driveway, garage and parking areas.
- 3. **Garbage** Garbage is collected each Wednesday (except Blackjack Road which is collected on Tuesday). Carts should be rolled to the curb late Tuesday and retrieved Wednesday evening.
- 4. Laundry If laundry is hung outside, it **must** be hung behind the unit and out of view from the road. Laundry **may not** be placed in a position that can be seen from the road. Please refrain from using porches, railings or other non-clothes lines to hang clothes, rugs, etc.

### MAINTENANCE OF GROUNDS RULES DOES NOT INCLUDE:

- 1. Pruning, planting or removing hedges, trees or shrubbery.
- 2. Removing loose or fallen limbs that are too large to handle by one person.
- 3. Mowing lawn areas outside of a tenant's erected fence.

### MAINTENANCE OF BUILDINGS RULES INCLUDES:

 Prompt reporting of any condition which might cause additional damage to the building such as roof leaks, plumbing leaks, broken windows or evidence of termites. Reporting conditions or requesting service may be made by calling the Facilities Management maintenance request number (662-325-2005) or online at http://www.fm.msstate.edu/.

- 2. Prompt requesting of necessary repair to, or reporting of, any malfunction of equipment such as heaters, air conditioners, water heater, stove, light switches, smoke detectors or fire extinguishers.
- Control of household pests such as mice and bugs (termites excluded). Cleaning of the premises should be in accordance with Faculty and Staff Temporary Housing Minimum Cleaning Standards (see Exhibit 7 Minimum Cleaning Standards.)
- 4. Storage of wood or cardboard in the crawl space under the building is prohibited.

# ALTERATIONS TO GROUNDS OR BUILDING RULES:

- 1. Construction which requires removal of soil or installation of equipment must receive prior approval from the Associate Director for Facilities Services (662-325-5830). This includes, but is not limited to, playground equipment, fences, clothes lines and gardens. The tenant will be responsible for removing any equipment installed and restoring the site to its previous condition. If prior approval is not received or if grounds are not returned to previous condition, tenant will be charged for necessary modifications.
- 2. Installation of expanding wall anchors will result in a charge for repairing the wall after vacancy.
- 3. Installation of ceiling fans must be performed by Facilities Management personnel. Current charges can be found in the Faculty and Staff Temporary Housing Fee Schedule (see Exhibit 4 Fee Schedule.)
- 4. Alterations to property must be approved by the Associate Director of Facilities Services and performed by Facilities Management personnel. If approved, appropriate charges for alterations will be made to tenant.
- 5. Painting and wallpapering are **<u>not</u>** allowed. The tenant will be charged to return the unit to its original condition for any walls painted or papered, other than what is received at occupancy.
- 6. Only Facilities Management may duplicate keys after approval from management. There will be a charge to duplicate each key. All issued keys and duplicates must be returned upon vacancy or tenant will be charged for full re-keying of the unit.
- 7. Satellite dishes are **<u>not</u>** allowed.
- 8. Rummage/yard sales are <u>not</u>allowed.
- 9. Signs are **not** allowed to be posted on property for any particular person, group of persons or any political activity in any election.

# INSPECTIONS:

Periodic inspections will be made by Facilities Management staff as deemed necessary.

Tenants must comply with all applicable University rules, regulations and policies.

# MISSISSIPPI STATE UNIVERSITY FACULTY AND STAFF TEMPORARY HOUSING FEE SCHEDULE

Service Charge

•	Mowing tenant's lawn (per mowing inside fence)	\$40.00
•	Installation of assembled ceiling fans (per fan)	\$50.00
•	Handling charge for utilities not placed in tenant's name (per invoice)	\$15.00
Unloc	cking Rental Unit	
•	Additional key to be picked up at Facilities Management by tenant during normal business hours	\$ 5.00
•	Unit unlocked by Facilities Management – - normal business hours - all other hours	\$25.00 \$90.00
Pet D	Deposit (non-refundable)	\$210.00

### MISSISSIPPI STATE UNIVERSITY FACULTY AND STAFF TEMPORARY HOUSING PET ADDENDUM

The purpose of this Addendum is to insure the tenant understands his/her responsibility to provide control over pets so they do not become a nuisance or danger to neighbors or the University community. Complaints concerning pets should be directed to the Associate Director for Facilities Services at 662-325-5830.

This Addendum is made a part of the attached rental agreement between the undersigned Tenant and Owner, including any extensions and renewals thereof. In consideration of the following covenants and conditions, Tenant and Owner agree as follows:

- 1. Owner hereby grants Tenant conditional consent to keep only the following types of domestic animals: dogs, cats, parakeets, canaries, other birds, tropical fish, guinea pigs and hamsters.
- 2. Security Deposit. Tenant agrees to pay a non-refundable pet deposit. (see Exhibit 4 Fee Schedule)
- 3. Dogs and cats must be inoculated for rabies on an annual basis and wear identification tags showing owner's name and address.
- 4. Dogs must be controlled on a leash or through use of temporary pens located in the back of the unit. Tenant shall not tie pet to any object outside of the residence.
- 5. When pet is being walked outside of Tenant's yard, owner is responsible for collecting pet's feces and disposing in a proper trash container.
- 6. Tenant must not dispose of cat litter in toilets even if litter is marked "flushable." Cat litter can cause clogs in pipes and flooding.
- 7. Tenant acknowledges and agrees that Owner, at any time and in Owner's sole and absolute discretion, can revoke consent for Tenant to keep pet on the premises. Owner may revoke consent if Owner receives complaints from neighbors or other Tenants about pet, or if Owner, in Owner's sole discretion, determines that pet has disturbed the rights, comfort, convenience or safety of neighbors or other Tenants. Tenant shall immediately and permanently remove pet from Owner's property upon Owner's written notice that consent is revoked. Pet deposit will not be refunded.
- 8. This Pet Addendum is an Addendum to the Rental Agreement between Owner and Tenant. If any rule or provision of this Pet Addendum is violated, Owner shall have the right to demand removal of pet from the premises. Any refusal by Tenant to immediately comply with such demand shall be deemed to be a material breach of the Rental Agreement in which event Owner shall be entitled to all the rights and remedies set forth in the Rental Agreement for violations thereof, including, but not limited to, eviction, damages and attorney fees.

Tenant

Date	
Duio	

Associate Director of Facilities

Date
------

# MISSISSIPPI STATE UNIVERSITY FACULTY AND STAFF TEMPORARY HOUSING INTENT-TO-VACATE FORM

Name	
Telephone Number	
MSU I D Number	
Please accept this notice a	-
(unit)	on(date of vacancy)
occupancy". By policy, eviction pro	is date will be considered " <b>unauthorized</b> oceedings will begin and tenant will be responsible to ated therewith if occupancy continues beyond the date
Signature	Date
Mailing address (for refun Address	ıd) is:
City	
State	Zip Code
Return this form to:	Associate Director for Facilities Facilities Management P.O. Box 5208 Mississippi State, MS 39762-5208
Or, if using Campus Mail:	Associate Director for Facilities Facilities Management Mail Stop 9604
Or, by fax:	662-325-4531 (Attn: Kathy Collins)

# MISSISSIPPI STATE UNIVERSITY FACULTY AND STAFF TEMPORARY HOUSING MINIMUM CLEANING STANDARDS

### <u>PURPOSE</u>

The purpose of Minimum Cleaning Standards is to insure the tenant understands the level of cleanliness expected. Acceptable standards, which are required during final inspection, are listed below.

# **STANDARDS**

- 1. Occupants are required to clean all accessible areas of appliances. Stove/range hood should be surface clean. Burned/crusted-on food or grease should be removed from accessible surfaces. This includes drip pans, broiler pan, racks, inside of oven, exhaust fan and range hood.
- 2. Garbage disposal should have all residue removed. Occupants are required to clean sinks to remove food particles, soap residue, grease and any removable stains.
- 3. Cabinets, walls, ceilings, woodwork, doors and other interior wood trim should be clean and free of grease, smudges, crayon marks, removable stains, cobwebs, grime and excessive visible dirt. Nails, wall hooks and other mechanical fasteners should be removed.
- 4. Lavatories commodes, showers, bathtubs, glass enclosures and medicine cabinets should be surface cleaned. Walls should be clean and free of removable stains. Bathroom floors should be wet mopped with clean water.
- 5. Light fixtures should be clean and free of dust, bugs, etc. Ventilation air vents/grills should be wiped down and free of dust and cobwebs.
- 6. Floors should be swept, wet mopped with clean water and/or vacuumed. Excessive wax and built-up grime should be removed.
- 7. Carports, garages, storage rooms, patios, porches and walls should be swept and cleared of debris. Remove dirt, cobwebs, dirt dauber nests, etc., from exterior doors, walls, ceilings, etc. Excessive oil and grease should be removed from paved areas.
- 8. Occupants are responsible for filling holes in their yard caused by personal fences, storage sheds, play apparatus, etc.

# INSPECTION

After housing unit is vacated, the Associate Director for Facilities Services will inspect the unit and a refund of deposit will be made if the property is vacated in good condition (normal wear excluded). Should additional cleaning or repair be required, the deposit will be used to cover cost and a refund of the unused balance will be made. If the cost is more, the tenant will be billed for remainder.