

**UNIVERSITY OF KENTUCKY
COLLEGE OF AGRICULTURE
FACILITIES MANAGEMENT
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EMPLOYEE HOUSING POLICY

Purpose

The University has a responsibility to maximize the use of its limited housing resources for the benefit of the College of Agriculture, while protecting its rights under Kentucky law.

Policy

This Policy sets forth the housing policy for the employee residential properties managed by the College of Agriculture’s Facilities Management within the College’s farms, research centers, and 4-H Camps.

Exceptions for outlying properties (4-H Camps, RCARS & REC) are covered under Addendum A.

ELIGIBILITY

To be eligible for employee residential housing, the Tenant must be a regular or temporary, full-time employee.

Tenants do not automatically retain their eligibility if there is a change in their status (i.e., the employee is no longer a full-time employee).

EMPLOYEE LEASE AGREEMENT INFORMATION

Only persons listed on the Lease Agreement (the “Lease”) may occupy the property and each person must sign the Lease. If there is a change in Tenants, Facilities Management **MUST** be notified immediately and the Lease updated to show current Tenants.

All Tenants, 18 years of age or older, who live in a College of Agriculture residence must sign the Lease Agreement. Tenants are “jointly and severally” liable for the residence and its contents as well as all charges. Each individual in the residence can be held legally responsible for the full balance of charges.

Leases automatically renew each month and tenants must give a thirty (30) day written notice to vacate. The University also has the right to terminate the Lease and require the Tenant to vacate the premises upon a thirty (30) day written notice for any reason.

A security deposit of \$150 is required in order to sign a Lease for any residence. This will be deposited in a University account and will be refunded when the premises are vacated, provided proper notification is given and the residence is clean and in as good repair as when leased (except for normal wear and tear). The Security Deposit is not intended as payment for unpaid rent or other charges.

A "Move In - Move Out" sheet is provided at the time the Lease is signed and must be completed and signed by each tenant at the time of move-in. Tenants are asked to note any problems within the property and if none are listed, the property is assumed to be clean and in good condition. The same sheet will be used at the time of move-out to guarantee all items listed have been addressed. Any cleaning, damage or replacement charges will be deducted from the Security Deposit. It is understood that liability is not limited to the amount of the Security Deposit, and that the Tenant is responsible for all such charges upon vacating. The Tenant will be provided with a list of charges.

The University is not liable for damage to personal property. Personal property (including automobiles) is the responsibility of the owner. It is strongly recommended that Tenants purchase "Renters' Insurance" to cover the items inside the residence in the event of flood, fire or other disaster.

The Tenant is responsible for registering for utilities within three (3) working days after the effective date of the Lease. After that time, service will be discontinued under the name of the College of Agriculture.

CONDUCT

Employees living in College of Agriculture housing are bound by the Human Resources Policy and Procedure Manual, which addresses the use of alcohol and drugs in all University properties and the ramifications of (including termination of employment) employee misconduct.

All radios, TVs, stereos and any appliance or item that may cause noise must be turned down to a level of sound that does not annoy or interfere with other residents or neighbors at any time, day or night.

PROPERTY REGULATIONS/POLICIES

SMOKING: The University has a Tobacco-Free Policy, which prohibits the use of all tobacco products (traditional cigarettes, e-cigarettes, chew, pipes, cigars, hookah or waterpipe smoking, snus, snuff, etc.) in and on all University property, including all College of Agriculture housing.

PETS: Pets are PROHIBITED in all rental property and failure to comply will result in an immediate eviction notice, and a cleaning fee will be assessed. Service animals may be permitted with approval and registration with the University of Kentucky Office of Institutional Equality and Equal Opportunity and upon notification by College of Agriculture Facilities Management office.

FURNITURE: Any furniture designed for indoor use cannot be placed outdoors for any purpose.

WATERBEDS: Waterbeds are STRICTLY PROHIBITED in College of Agriculture residences.

WINDOWS: Mini-blinds are provided in each residence and must not be removed for alternative window coverings.

CLEANLINESS: Tenants are required by their Lease to maintain their home in a sanitary condition. Tenants must pay particular attention to the kitchen, bathrooms, floors, and washer/dryer units. Floors should be kept free of excess clutter. Trash must be disposed of regularly in approved outdoor containers. Porches, hallways and yards are to be kept clean and clear of trash. Tenants are in violation of their Lease for failure to keep their home clean. Tenants may be subject to financial and/or other disciplinary proceedings.

COOKING: Tenants should NEVER leave cooking foods unattended. Tenants SHALL NOT leave food or beverages cooking when they leave their home. The Tenant is financially responsible for any and all damage caused by fire due to unattended cooking. Additionally, the Tenant may be fined if the smoke alarms sound and maintenance and/or fire personnel are dispatched to the home, even if there is no damage.

SMOKE ALARMS: Tenants are STRICTLY PROHIBITED from removing smoke detectors or attempting to disable them in any way. Failure to abide by this provision may result in citations, fines and/or other penalties. Tenants must report damaged or non-working smoke detectors to Facilities Management immediately.

PERSONAL PROPERTY: Storage of personal property and combustible items in basements that would pose a fire hazard are NOT PERMITTED.

KEYS: Tenants may not change or add to locks and keys cannot be duplicated. Failure to return all keys when vacating will result in a charge. There is a non-refundable charge of \$20 to change the locks. In case of a lock-out the Tenant's supervisor should be contacted.

MISCELLANEOUS:

The use of candles, incense, extension cords and space heaters is STRICTLY PROHIBITED. These items are fire hazards and are not permitted for use in the residence.

TENANTS MAY NOT BUILD ANY OUTSIDE FIRES ON THE PROPERTY.

Only UL Listed flame retardant holiday trees may be used.

Changes to the property, such as painting, may not be made without the written permission of the College of Agriculture.

Sanitary products, paper towels, garbage, excessive hair, food, etc., should NEVER be flushed down the commode or rinsed down any drain. If a stopped up drain or sewer line occurs as the result of the improper disposal of these items, the Tenant **will be responsible for the cost of repairs.** The Tenant should immediately notify Facilities Management if there is a problem with the plumbing. Do not use any type of Liquid Drano or drain cleaners. Tenants may be held financially responsible for damage caused by unreported maintenance problems.

All window air conditioners are to be installed and removed by College of Agriculture Maintenance Staff.

The processing or displaying of hunted or trapped game is STRICTLY PROHIBITED on University property.

MAINTENANCE/EMERGENCIES

Tenants are not to perform any maintenance, repairs, renovation, carpentry, plumbing, wiring, or any other work on the residences. All work must be performed by qualified professionals under the supervision of the Facilities Management Engineering Division. Any evidence that the Tenant performed this type of work will result in an immediate eviction from the residence. Tenants shall not construct or place any outdoor structure of any kind on the property.

Facilities Management handles all the maintenance on College of Agriculture properties. Tenants should call Facilities Management to report any problems during regular office hours. **Nights, weekends and holiday EMERGENCY calls will be answered by the Unit Supervisor.**

Tenants are responsible for the maintenance of all lawns, including snow and ice removal. Tenants are required to keep sidewalks, steps and yards free of trash and debris. Inoperable vehicles, boats, or recreational vehicles are prohibited and the employee will be asked to remove such items and given 30 days to remediate the issue or the employee will be asked to vacate.

TERMINATION OF ELIGIBILITY

EMPLOYEE STATUS: Part-time status as an employee is not sufficient to retain University housing, and any change from full-time to part-time or separation from the University during the term of the Lease supersedes the termination date of the Lease.

RETIREMENT: Employees who have applied for retirement and will be vacating the housing-eligible position, must vacate the property as of their last working day.

DEATH OF EMPLOYEE: If the death of the eligible employee occurs, the surviving spouse or domestic partner is allowed to remain in the residence for up to ninety (90) days following the date of death. The surviving spouse or domestic partner must have been a resident of the property and have signed the lease at least ninety (90) days prior to the date of death. The surviving spouse or domestic partner shall be responsible for all remaining utilities that were the responsibility of the employee.

TAXATION OF HOUSING BENEFIT

In accordance with IRS regulations issued under Internal Revenue Code section 119, the value of University-provided housing is not taxable to employees who are classified in a tax-exempt status because tax-exempt employees are required to occupy University-provided housing for the convenience of the University. Those employees that are in a non-tax-exempt status will be taxed through payroll on the market rental value of the dwelling based on the most recent property appraisal and the condition of the property.

ADDENDUM A

Exceptions for outlying properties (4-H Camps, RCARS, & REC):

- Directors of the above units shall:
 - Possess the keys for each housing unit.
 - Be responsible for obtaining proper documentation as listed in the Housing Procedures.
 - Be responsible for move-in/move-out inspections of each housing unit.
 - Be responsible for notification to Facilities Management that would require a reduction of deposit reimbursement.
 - Be responsible for replacement of exterior door locks upon new tenant occupancy.
 - Be responsible for receiving tenant deposit prior to move-in and depositing funds into proper Facilities Management Deposit Fund and notification of deposit and documentation to Facilities Management Business Staff.
 - Be responsible for delivering of all signed documentation to the Facilities Management Business Staff.
 - Be responsible for notification to Facilities Management Business Staff of tenant move-out and copy of Move-In/Move-Out Sheet to begin process to refund tenant security deposit.

- Facilities Management Business Staff shall:
 - Receive notification of intention of move-in a minimum of ten (10) business days prior to preferred move-in date of tenant to verify eligibility of tenant.
 - Receive notification of intention of move-out a minimum of thirty (30) calendar days prior to intended move-out date.