

SMU Apartments Community Policies

2010-2011

RESIDENCE LIFE AND STUDENT HOUSING MISSION STATEMENT

To advance the goals and objectives of the University by creating residential communities that empower residents to value learning, leadership and citizenship.

WELCOME

Welcome to the SMU Apartment community! It is our desire to provide a living environment that promotes and is compatible with the academic success of students. This *SMU Apartment Community Policies Handbook* is designed to assist you in your apartment community. By signing your contract, you agree to abide by and support the standards of the community stated in your contract and this handbook. All policies in this Handbook apply to residents, apartment occupants and their guests. Please remember and consider your neighbors and help us maintain a quiet, clean and respectful community environment.

Should you have any questions or comments, please feel free to contact us:

Department of Residence Life and Student Housing
214-768-2407
214-768-4005 (FAX)
housing@smu.edu
www.smu.edu/housing

FAIR HOUSING STATEMENT

This community is committed to compliance with all federal, state and local fair housing laws. Community policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws. Therefore, our staff has a legal obligation to treat each individual in a consistent manner. Please do not place them in the difficult position of denying a request for an exception to a written policy. Thank you in advance for your cooperation.

ALCOHOL

In addition to the SMU Student Code of Conduct Policy 3.1 the following standards are specific to the SMU Apartment Communities:

The legal drinking age in Texas is 21 years of age. No resident under 21 years of age may consume or possess alcohol. This restriction applies equally to all SMU-owned housing and elsewhere. Residents who are underage may not possess alcohol containers or paraphernalia. (Prohibited items include but are not limited to cans, bottles, flasks, "yards", bongos or stills, even if they are intended to be decorative.)

The manufacture of alcohol is prohibited in SMU-owned Housing.

Residents who are 21 or over and choose to consume alcohol may only consume/purchase alcohol from containers readily available as off-the shelf packaging. Off-the-shelf packaging does not include kegs, beer balls or other large volume containers. Using beer bongos, playing drinking games, and having open containers of alcohol in common areas or outside the apartment is not permitted.

Only one open container of alcohol per person of legal drinking age is allowed. The amount of alcohol present during a violation may influence the degree of sanctioning imposed. Violations may result in a judicial referral.

CHANGES TO THE APARTMENT

If you want to make changes to the apartment, you need to get written approval in advance from the Facilities Manager. Examples of changes needing approval include but are not limited to: painting, attaching shelving to the wall, or installing electric dimmers. Examples of changes that may be approved if the installation is permanent include new ceiling fans or light fixtures, shower heads, additional security devices, or wooden plantation blinds.

CHILDREN

Unattended children are at risk for injury or abduction. Please teach your child personal safety rules. Please do not allow your child(ren) to play in the street. Parents can be held personally responsible not only for their child's well being but also for theft or property damage caused by their children. SMU is obligated to report unattended, neglected or abused children to child protective agencies.

COOPERATION WITH SMU STAFF

Residents must cooperate with reasonable requests by SMU Staff. This includes, but is not limited to, the Assistant Community Director, House Directors, SMU Apartment Maintenance personnel, and the SMU Police Department. If the SMU Police Department knocks on the door, residents are expected to cooperate and open the door for the police.

DISRUPTIVE BEHAVIOR

Residents and their guest(s) must not act in a manner that will disturb the academic pursuits or infringe upon the privacy rights, privileges, health or safety of other persons. Any activity that has a negative impact on others will not be tolerated.

DRUGS AND PARAPHERNALIA

In addition to the SMU Student Code of Conduct Policy 3.6, the following standards are specific to SMU-owned housing: Residents may not possess, use, sell, share or distribute illegal drugs or controlled substances. Residents may not actively or passively condone the use, possession or distribution of illegal drugs or controlled substances and/or related paraphernalia in or around SMU-owned Housing. (i.e. "hookahs or bong"). Violations will result in a judicial review.

FIRE SAFETY

IN CASE OF FIRE, CALL 911

At Southern Methodist University, Residence Life and Student Housing (RLSH) works closely with Risk Management and the University Park Fire Marshal to educate residents about fire prevention and emergency preparedness. All students residing in apartment communities are expected to abide by the following policies to better ensure the safety of the entire apartment community.

Prevention can save your life and the life of others. Explore your apartment and building and familiarize yourself with all exits. Keep exits and access areas clear of all debris and storage. This includes:

- Keeping sidewalks, porches, common hallways and outside landings clear of all items including trash, furniture, toys, appliances, car parts and exercise equipment. Failure to do so will result in a cleaning/removal fee that will be charged to the offending apartment resident(s) if that can be determined. If this cannot be determined, then the cost of removal/clean-up will be divided between every resident of the building or area.
- Not using balconies, porches, fences, sidewalks or any common area as a laundry drying area.
- Not chaining bikes, motorcycles or trailers to gas piping, stair rails, electrical conduit or plumbing pipes.
- Keeping barbecue grills at least 10 feet away from all buildings and/or porches.
- Testing your smoke detector(s) once a month. Notify apartment maintenance if you have any problems with it.
- Gasoline, propane, lighter fluid or other flammable liquids or gases may not be kept in the apartment or within 10 feet of any building or overhang.
- At least one window per bedroom must remain unblocked and easy to open. If you find that your window is not easy to open, please contact the maintenance office immediately.
- Live Christmas trees are not permitted in the SMU Apartments. Artificial Christmas trees are permitted from Thanksgiving until January 1.
- Do not leave cooking unattended.
- Wires (including strings of lights or cords) cannot touch metal (including bedsprings).
- Any appliance with a heating unit (i.e. clothes iron, curling irons, hair straighteners, curlers, or coffee pots) must not be left plugged in and unattended.
- Residents are strongly encouraged to purchase a fire extinguisher for the kitchen.

In the interests of fire safety, the following items are prohibited in the apartments:

- Halogen Lamps
- Candles
- Lighter Fluid
- Propane, Gasoline or other flammable liquid or gas
- Gasoline powered equipment
- Oil Lamp
- Chemicals (other than common household cleaning supplies)
- Power tools
- Fireworks
- Explosives/gun powder
- Electric air fresheners
- Extension cords and multiplugs without surge protectors

- **Failure to comply** with the above regulations is not only a violation of the terms of your contract, but is also a violation of local fire codes and could result in fines and/or possible eviction.
- **Damages** caused by the presence of unauthorized items or behavior will be charged to the apartment account. Judicial action may be taken as well.
- **Violations** may result in a minimum \$150 fine, per confiscation date. Additional violations found on the same date will increase the fine by \$50 per violation up to \$250 per location. Students will also be required to attend a mandatory Fire Safety Class. Not attending the class will result in student judicial action for non-compliance.

REMEMBER, IN CASE OF FIRE, CALL 911

FREEZING WEATHER

In the event of severe, freezing weather, “**FREEZE ALERT**” signs will be posted or distributed. Please follow these instructions as soon as you see or receive these signs:

- Drip all the faucets in the apartment – both hot and cold. Leave the faucets dripping until the “**FREEZE ALERT**” signs are removed.
- Turn your heat on to a minimum of 50 degrees. Open the closet and cabinet doors to expose plumbing fixtures so that these spaces will be heated. If you have window units, turn unit on to heat and have fan on low.
- If you are going to be away for an extended time period during the winter months, please alert the Apartment Maintenance office. Be sure that your windows are closed and **DO NOT TURN OFF YOUR HEAT**. Instead, leave the thermostat on 50 degrees. If you have window units, turn unit on to heat and have fan on low.
- These precautions are essential in order to avoid substantial damage to your apartment from broken pipes. **If you negligently fail to take these precautions, you may be held liable not only for the damage in your own apartment, but also for any damage to your neighbors’ apartment.**

GUESTS

Residents are responsible for all guests (both residential and off campus guests). If a guest violates a policy, the resident will also be held responsible, per paragraph 19 of the SMU Apartment contract.

INSURANCE

As stated in your contract, SMU is not responsible for any personal loss due to theft, fire, or water damage. For this reason we strongly urge you to:

- 1) Obtain renter’s insurance coverage for your personal belongings.
- 2) If you own an automobile, make sure that you have adequate coverage against loss, vandalism, etc.

CONDUCT PROCESS

Residents who violate any of these policies will be referred to the conduct system. Please refer to the Student Code of Conduct for additional information about the SMU conduct system.

KEYS

The maintenance office needs a key for each apartment on file at all times. If you need a lock change for any reason, you may contact the maintenance office. You will be charged the cost of the lock change.

If you are locked out of your apartment, you can contact the maintenance office to be let into the apartment. From 8:00 a.m. – 5:00 p.m. on Monday through Friday, go to the maintenance office at 3160 Daniel Ave. They will check a key out to you. After hours, call the on-call person at 214-298-7461. There is a \$10.00 cost for lockouts.

LAUNDRY

Laundry rooms are provided for the convenience of all residents. Please report any problems or needed repair to the Apartment Maintenance office promptly. Access codes to the laundry rooms are available at the maintenance office or from your Assistant Community Director. Door codes are only for SMU Apartment residents. Due to the security/safety of our SMU Apartment residents, giving out codes to non-residents may result in a judicial referral.

Please follow these guidelines:

- Children under the age of 12 must be accompanied by an adult 18 years of age or older.
- Help keep the laundry room clean by properly disposing of all trash.
- The laundry rooms are for the use of residents of SMU Apartments only.

LATE FEES/RENT

Rent is due on the 1st of each month and is late after 5:00 p.m. on the 5th. After 5pm on the 5th a late charge of \$25 will be assessed. An additional late charge of \$10 per day will accrue until the 20th of the month. If rent is not paid after the 20th, residents may be in danger of eviction.

Payment of rent is the responsibility of the resident(s). SMU is under no obligation to contact residents regarding overdue rent.

OCCUPANCY POLICY

All residents of the SMU Apartments must be currently enrolled SMU students, staff or faculty. The only exceptions to this policy are spouses and children of residents.

Only original contract signers may renew the contract. Once all original lease signers vacate the apartment, all other residents must vacate the apartment.

Subletting is not permitted.

All residents must be added to the contract prior to move in. This means all roommates must sign the lease contract or sign a roommate addendum with the lease manager or designee.

Roommates

Cohabitation by unrelated male/female couples and/or roommates is prohibited. Couples who present themselves as married may be asked to produce evidence in the form of a certified copy of a marriage certificate. Violation of this policy is a violation of the terms of your contract and could result in eviction if an unlawful cohabitation situation is discovered.

Change of Roommates

If there is a roommate situation whereby one of the roommates needs to vacate for any reason, then that departing roommate may do so without penalty if the departing roommate is able to locate a replacement roommate that is suitable and agreeable to the remaining roommate(s). Further, any replacement roommate must be affiliated with SMU and be authorized by the SMU Lease Manager. The replacement roommate will pay to the departing roommate their portion of the security deposit plus any applicable pro-rated rent. All current, departing and potential roommates must meet with the SMU Lease Manager and sign the appropriate legal document that transfers, relinquishes and assigns responsibility for the remainder of the contract term. Until such a document is signed, all parties to the original contract remain completely and jointly liable for the **complete execution** of the contract. It must be further noted that if all original contract signers move out before the end of the contract, the replacement roommates may stay in the apartment until the end of the contract, but they may not renew the contract. The replacement roommate cannot "inherit" the original contract.

Other Occupants

Your apartment may only be occupied by you and the person(s) listed as occupants per your contract. Any person not listed as an occupant in the contract may not stay in the apartment for more than **seven (7)** consecutive days without prior written consent and approval from the Leasing Manager. If the number of permanent occupants as stated in your contract ever changes for any reason - including marriage or children - you must contact the Department of Residence Life and Student Housing (RLSH) immediately in order to amend the contract. Further, if a roommate leaves or another roommate is added, you must contact RLSH and complete the appropriate paperwork for removing/adding a roommate. Failure to do so is a violation of your contract terms.

OUTSTANDING BALANCES

Residents with outstanding balances will be subject to (but not limited to) the following consequences:

- Contract termination (eviction)
- No invitation to renew your contract
- Deduction of the outstanding amount from any security deposit refund
- A "hold" being placed on your University student account
- Your account turned over to a collection agency. If you are sent to collections, you will also be responsible for paying the collection agency fees.

Please remember that all contract signers are "equally and severally responsible" for the apartment to your contract. If one roommate doesn't pay the rent, it affects all roommates' credit and all roommates' records may be placed on hold.

NOISE

All residents must keep all noise to a low level so as not to disturb or bother neighbors. If you do have a noise complaint concerning a neighbor, we recommend the following procedures:

- First, get to know your neighbors as soon as possible before any problems arise. That way if there is a problem you can approach them as a friend, not as a stranger.
- When the problem arises, go talk to them and try to reach an agreement.
- Contact your Assistant Community Director

If the noise problem is extremely disruptive or is after normal business hours, contact the SMU Police Department at 214-768-3388. Excessive noise is prohibited and a violation of the SMU Apartment Community Standards.

MAINTENANCE REQUESTS

Phone: 214-768-4949

FAX: 214-692-5928

e-mail: aptmaint@smu.edu

Emergency, after hours call number: 214-298-7461

Office hours: 8:00 – 12:00 and 1:00 – 5:00 p.m., Monday – Friday

Closed University holidays

Non-emergency maintenance must be submitted in writing or by e-mail (aptmaint@smu.edu) to the Apartment Maintenance office located at 3160 Daniel Avenue. Requests will be processed between 8:00 am and 5:00 p.m., Monday through Friday, excluding University holidays.

Emergency requests after hours must be reported by calling 214-298-7461. We define emergencies as situations which present:

A danger to people, such as:

- Fire
- No electricity
- No water
- Broken exterior doors, locks and windows
- No heat (if the outside temperature is **below** 50 degrees)
- Toilet not working (when there is only 1 in an apartment)

A danger to property, such as:

- Flooding
- Broken Pipes

Any damages, plumbing problems, vandalism, etc. caused or created by a resident, occupant or their guest(s) will be the financial responsibility of the resident(s). Residents are strongly encouraged to purchase renters insurance.

MOTORIZED VEHICLES

All motorized vehicles including scooters and mini-motorcycles (owned or borrowed) must be parked/stored outside SMU-owned Housing at all times.

MOVE OUT

The move out policies are outlined in your contract. In order to receive a full refund of your apartment security deposit, the following conditions and procedures must be met:

- Fulfill the complete term of your current contract.
- Give a 60-day written advance notice by filling out the *Resident's Notice of Intent to Move Out* form available from RLSH staff. **Telephone notice will not be accepted as notice to vacate. You must vacate the apartment on or before the day that you give in your notice.** If you do not vacate by that date, then you will be charged rent for the extra days that you hold over. The day that SMU Apartments receives your keys will be the day considered to be the day that you have vacated.
- Pay **all** rent and charges for the month that you move out.
- Remove all personal belongings from the apartment on or before the move-out date and follow the *Move-Out Cleaning Instructions for Apartments* that are an attachment to your contract. Additional copies of these instructions are available from RLSH.
- Provide RLSH staff with a complete forwarding address, **in writing or via e-mail.**

- Return all keys to the Maintenance office. After hours, put your keys in a sealed envelope with your name and apartment written on the front. Put the envelope in the 24-hour rent box at the maintenance office.

PARKING

Parking permits are required for all residents who own a car. You should contact Park-n-Pony regarding the appropriate parking permit and information.

PERSONAL RESPONSIBILITY

Residents are responsible for their behavior and the choices they make as a member of the University residence community. Residents who violate the SMU Apartment Community Standards or University Policies are responsible for their own behavior. Harassment of other individuals involved in the situation will not be tolerated.

PETS

Pets of **any** kind are strictly prohibited in the SMU apartments. This prohibition includes, but is not limited to, all snakes, turtles, lizards, gerbils, hamsters, rats, mice, cats, dogs, squirrels, raccoons, opossums, pigs, chickens, cows, horses, etc. This restriction also pertains to “temporary” or “visiting” pets of friends, relatives, etc. Residents who violate the pet policy may incur fees of \$25 per day. Resident will have 24 hours to remove the pet, RLSH staff will key in apartment and check for signs of pet. If pet has not been removed, Animal Control will be called to remove the pet from the apartment. Residents who violate the pet policy are in danger of eviction and/or result in a judicial referral.

Do not feed stray animals. Stray animals may carry disease or bring fleas and other pests. It is for our residents’ safety that we restrict feeding animals.

The only exception to the no pet policy is fish. A fish is defined as something that can live completely submerged **underwater** for 35 minutes or longer. Fish must be maintained in a fish tank of 20 gallons or less.

RESPECT FOR PROPERTY AND ENVIRONMENT

Residents are expected to respect the personal property of other members of the community as well as the property of the University. Damage to others property or University property will not be condoned. Residents are expected to promote a clean and safe environment in the residential community. This includes inside the apartments as well as outside the apartments. Residents may be billed individually or collectively for any damages or for excessive cleaning necessary as a result of individual resident or group behavior.

SECURITY

IN AN EMERGENCY, DIAL 911

FOR NON-EMERGENCY SITUATIONS, DIAL THE SMU POLICE DEPARTMENT @214-768-3388

Anything that seems unusual or “out of place” could be criminal activity. Every resident has a responsibility to report any suspicious behavior, working as a partner with the police. Not every stranger who enters your property is a criminal, but criminals do take advantage of activity in apartment communities by pretending to be legitimately involved in sales, repairs and service. If you see any solicitors in your community or suspect that any service or repair person is involved in illegal activity, please contact either the Assistant Community Director, the Apartment Maintenance office and/or the SMU Police Department.

Never attempt to apprehend a person committing a crime or to investigate suspicious activity. Leave any confrontations or investigations to the police.

Do not allow strangers into your apartment. SMU and University Park do not allow solicitation of any type on campus or in the apartment community. If you are contact by solicitors, please contact the SMU Police Department immediately.

Lock your doors and windows at all times.

Non-emergency information can be given to SMU Police anonymously by calling 214-768-2TIP.

STUDENT CODE OF CONDUCT

Residents of the SMU Apartments are subject to the Student Code of Conduct. Violations of the Student Code of Conduct will result in referral to the Conduct System.

TRASH

All trash must be properly disposed of in the dumpsters provided. Trash must not be set beside the dumpster or outside of your apartment door(s). If the dumpster is full, then take the trash to another dumpster. **If trash is discovered in the common areas of buildings and/or outside your door and has to be removed by the Apartment Maintenance office personnel, the responsible apartment resident(s) will be charged the appropriate clean-up/removal fees. If responsible resident(s) cannot be identified, then all residents of the building or area will be charged a pro-rated portion of the clean-up/removal fees.**

WINDOWS

Do not remove screens from windows and do not throw any objects out of the windows. Doing so could endanger the health and safety of others. If you discover that you have a missing screen(s), please contact the Apartment Maintenance office in writing. At least one window per bedroom must remain un-blocked and should be easy to open. If you cannot open at least one window easily, please contact the maintenance office.

WEAPONS

Weapons of any kind are strictly prohibited on the SMU campus. Violators will be dealt with to the fullest extent of the law.