

**RULES
OF
THE TENNESSEE BOARD OF REGENTS
STATE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF TENNESSEE**

SYSTEMWIDE STUDENT RULES

**CHAPTER 0240-02-06
STUDENT RESIDENCE REGULATIONS AND AGREEMENTS**

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0240-02-06-.01 SCOPE. The following policy of the Board of Regents is hereby adopted to establish certain minimum regulations and provisions which shall be applicable to all universities in the State University and Community College System of Tennessee, and the provisions herein shall be incorporated by reference into all student residence agreements and leases entered into between students and universities. Each university is authorized to establish additional terms and provisions as part of any student residence agreement or lease, provided that all form agreements and leases shall be subject to the approval of the Chancellor of the State University and Community College system or his designee.

Authority: T.C.A. §49-8-203. **Administrative History:** Repeal of all rules by Public Chapter 261; effective July 1, 1983. New rule filed April 28, 1983; effective July 13, 1983.

0240-02-06-.02 GENERAL PROVISIONS APPLICABLE TO ALL STUDENT RESIDENCE AGREEMENTS AND LEASES.

- (1) All student residence facilities, including dormitories and apartments, shall be limited to occupancy by full-time students and housing staff of the institution, provided that apartments may be occupied by spouses and children of full-time students if so designated by the institution; and provided further that part-time students may be approved for occupancy of student residence facility at the discretion of the institution. In addition, residence facilities may be leased to other persons in connection with programs and activities on campus when such facilities are not occupied or needed by students. All students, with the exception of students who are prohibited by federal or state law from residing in student residence facilities for any reason, shall have an equal opportunity to reside in student residence facilities regardless of race, sex, marital status, creed, national origin, or handicap, provided that separate units may be provided on the basis of sex.
- (2) No student who is registered as a sex offender pursuant to the Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification and Tracking Act of 2004 and whose victim was a minor shall be eligible to reside in any on-campus student residence facilities, including dormitories and apartments if (a) the campus includes a public school, private or parochial school, licensed day care center, other child care facility, public park, playground, recreation center or public athletic field available for use by the general public; or (b) the campus is within one thousand feet (1,000') of a public school, private or parochial school, licensed day care center, other child care facility, public athletic field available for use by the general public.
- (3) All students who occupy any student residence unit shall maintain the unit in the same condition and repair as accepted at the commencement of the period of occupancy, and

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upon termination of such occupancy, shall surrender the premises in the same condition and repair, ordinary wear and tear excepted. No student may make any alterations, additions, or improvements to a residence unit without the written consent of the institution.

- (4) No student shall assign the lease of any residence unit, or sublet the unit, and any attempted assignment or sublease shall be void without the written consent of the institution.
- (5) Each student who occupies any residence unit agrees to pay the institution, immediately upon demand, for any and all damages to the unit, including but not limited to damages to exterior or interior walls, ceilings, floors, windows, doors, locks, hardware, plumbing fixtures, cabinets, shrubbery, lawn, appliances, fixtures and furnishings of the unit and its surrounding premises, if such damage is caused by any act or failure to act by the student, or guests or invitees of the student.
- (6) The institution does not maintain insurance on any personal property of students, and all personal property of students on the premises shall be at the risk of the students. The institution shall not be liable for any damages to or theft of personal property of students in residence units.
- (7) The institution shall not be liable for any damages or injuries to any student or the occupants of student residence facilities, or to guests or invitees of such occupants, resulting from any act or failure to act by the student or any other occupant of the premises, or from any lack of repair of the facility or any accident occurring in or about the facility, except as authorized by and allowed pursuant to Tenn. Code Ann. §9-8-307. Each student who occupies any residence unit agrees to indemnify and hold the institution harmless from and against any and all claims, damages, or causes of action whatsoever, asserted by any person arising out of or in any way connected with the use of the premises by the student
- (8) All student residence facilities shall be used for private residential purposes only. No student shall permit any objectionable noise or odor to escape from the residence unit, permit or create a nuisance, or disturb any other resident of the unit or the facility.
- (9) Officials and agents of the institution may enter the residence unit at all reasonable times to examine and inspect the unit, or to render service or repairs, and may remove any signs, fixtures, alterations or other objects not in conformity with this policy, the rules of the institution, or applicable law. Any residence unit may be searched with the consent of the student or any other occupant of the unit, or without such consent upon a finding of probable cause and the issuance of an authorization to search by the appropriate official of the institution or of any court with jurisdiction. Consent by any other occupant of the unit who is not a member of the family of the student under suspicion shall not extend to any personal belongings of, or areas restricted for exclusive use by, the student under suspicion.
- (10) Any student residence agreement or lease shall terminate at the discretion of the institution in the event of any of the following:
 - (a) The premises or the unit are destroyed or, in the opinion of the institution, unsuitable for occupancy for any reason;
 - (b) The occupancy thereof ceases to remain a student in good standing during any regular academic term within the period of the agreement or lease;
 - (c) The occupant thereof ceases to remain eligible to reside in student residence facilities pursuant to federal or state law.

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- (d) The student or other occupant violates any covenant, term or condition of the agreement or lease, including the provisions of this policy and any other rule or regulation incorporated into the agreement or lease by reference; or
 - (e) The institution gives the student or other occupant written notice of termination at least thirty (30) days prior to the date when such termination will be effective.
- (11) Refunds of rent paid in advance will be prorated on a weekday calendar basis when the student is forced to withdraw from the premises: (a) because of personal medical reasons confirmed in writing by a licensed physician; or (b) at the request of the institution pursuant to subsections (10) (a) and (10) (e) of this policy. A full refund will be made in the event of the death of the student.
 - (12) No pets or animals of any nature with the exception of approved and authorized official service animals, provided that if authorized in writing by the institution, fish in aquariums of a designated size may be allowed.
 - (13) All students who occupy any residence unit shall be subject to the rules, regulations, policies and Procedures of the Board and the institution related to conduct and student housing, including visitation regulations, and the provisions of this policy, and the institution's student handbook and residence handbook, shall be incorporated by reference into each student residence agreement or lease.
 - (14) All student residence agreements and leases shall be limited to a maximum term of one (1) year, but may be renewable for additional terms at the election of the institution.
 - (15) The rental or fee payable for any student residence unit shall be as established by the institution at the beginning of any academic term, and shall be subject to increase during the term of any agreement by the institution at any time upon twenty (20) days notice before the beginning of the next quarter or semester in the event such an increase is approved by the Board of Regents.
 - (16) In the event any student or other occupant of a residence unit fails to comply with any terms or conditions of the residence agreement or lease, including the timely payment of rent, or with any rule, regulation or policy incorporated therein by reference, the institution may declare the lease or agreement terminated, and may enter and take possession of the premises after it has given notice to the student or other occupant to vacate the premises within twenty-four (24) hours.
 - (17) Any student or other occupant of a residence unit who fails to comply with any terms or conditions of the residence agreement or lease, or with any rule, regulation or policy incorporated therein by reference, or who fails to make timely payment of all rental due or for damages caused to the premises, shall be liable to the institution for all expenses, including collection costs and reasonable attorney's fees, incurred by the institution in the enforcement or collection of the obligation involved.
 - (18) Each institution is hereby authorized to require a security deposit and/or an application fee for students who apply for residence hall facilities, which deposit or fee may be forfeited by the student in the event he or she fails to enter into a residence agreement or lease, or fails to comply with any other covenant, term or condition of the agreement or lease or any provision of this policy incorporated in such agreement or lease.

Authority: T.C.A. §49-8-203. **Administrative History:** Repeal of all rules by Public Chapter 261; effective July 1, 1983. New rule filed April 28, 1983; effective July 13, 1983. Amendment filed August 11, 2004; effective December 29, 2004. Amendments filed November 12, 2008; effective March 30, 2009.

0240-02-06-.03 PROVISIONS APPLICABLE TO STUDENT DORMITORIES AND RESIDENCE HALLS.

- (1) The term of any student residence agreement or lease for a dormitory or residence hall unit may be for any or all of the regular quarters or semesters within the academic year of the institution, but shall not include any period between quarters or semesters, any holiday or vacation periods, or summer periods unless otherwise designated by the institution.
- (2) Rental for student dormitory or residence hall units shall be payable in advance at the beginning of the quarter or semester involved, and payment thereof shall be a condition precedent to the student being an enrolled student for the quarter or semester, provided that rental for such units may be made payable in advance on a prorated, periodic basis within the term. Any prorated periodic payment which is not paid on or before the tenth (10th) day after such payment is due shall be subject to a late penalty, the amount of which shall be designated by the institution.
- (3) Students in dormitory or residence hall units may be assessed on a prop rata basis for damaged in corridors, bathrooms, lounges, and other common areas within or around facility, either by floor or areas or by the entire facility, following a hearing before the designated officials or body of the institution.
- (4) In the event any occupant of a multiple occupancy dormitory or residence hall unit ceases to reside in the unit for any reason, the institution shall have the right to reassign the remaining occupants to other student Residence facility units on campus.

Authority: T.C.A. §49-8-203. **Administrative History:** Repeal of all rules by Public Chapter 261; effective July 1, 1983. New rule filed April 28, 1983; effective July 13, 1983. Amendment filed August 11, 2004; effective December 29, 2004.

0240-02-06-.04 PROVISIONS APPLICABLE TO STUDENT APARTMENTS.

- (1) The term of any student residence agreement or lease for an apartment unit may be for any portion or all of a calendar year, subject to such renewal as may be provided by the institution.
- (2) Rental for student apartment units shall be payable monthly in advance, provided that the institution may require advance payment of rental for a period in excess of one (1) month. The first periodic payment shall be payable in advance of the beginning of the quarter or semester involved, and payment thereof shall be a condition precedent to the student being an enrolled student for that quarter or semester. Any monthly or periodic payment which is not paid on or before the tenth (10th) day after such payment is due shall be subject to a late penalty the amount of which shall be designated by the institution.
- (3) In the event any student apartment unit is occupied by two (2) or more students, the unit shall be subject to the same conditions as student dormitory and residence hall units at the institution.
- (4) In the event the lease or other agreement for an apartment unit is terminated by the institution pursuant to subsection (9) (c) of Section 0240-2-26-.02 of this policy, or the student or other occupant vacates the premises prior to the end of the term of the lease or agreement, the student or other occupant shall be liable for any unpaid rent and any remaining rent until the end of the term of the lease or agreement or until the unit is subsequently leased or rented to another student, whichever is first to occur.

Authority: T.C.A. §49-8-203. **Administrative History:** Repeal of all rules by Public Chapter 261; effective July 1, 1983. New rule filed April 28, 1983; effective July 13, 1983. Amendment filed August 11,

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2004; effective December 29, 2004.

0240-02-06-.05 EXCEPTIONS. – Exceptions to the provisions of this policy may be made pursuant to the written terms of a student residence agreement, subject to the approval of the Chancellor of the State University and Community College System or his designee.

Authority: *T.C.A. §49-8-203. Administrative History: Repeal of all rules by Public Chapter 261; effective July 1, 1983. New rule filed April 28, 1983; effective July 13, 1983.*