

Summary

Dwelling unit (residences) guidelines

College of Agricultural Sciences

Oregon State University

Updated January 26, 2018

The College of Agricultural Sciences manages over thirty residences in the Corvallis area and around the state at our Branch Experiment Stations. These residences allow us to provide our remote locations with round-the-clock security, emergency response, animal care, research plot maintenance, and facilities caretaking. They are rented to employees who are responsible for one or more of these duties. These residences are also used to provide short-term housing to collaborators (students, visiting scientists, or others who are actively involved in the mission of the College) and are either offered at no cost or charged a fee through the OSU fee process.

The College manages these properties in close collaboration with the Agricultural Sciences and Marine Sciences Business Center (AMBC) and OSU's Leasing and Strategic Real Property Management (Real Property) office to ensure compliance with applicable laws and regulations.

Appraisals

All residences will be appraised, at a minimum of every five years, so that the fair market value for the rent is known. The appraisal process is handled by the AMBC and paid for centrally at the college level. Copies of the appraisals are forwarded to Real Property.

Long-term lease to employees

Residences may only be leased long-term to OSU employees who are faculty, staff, or students. If living in the residence is a requirement of employment, the employee's position description must reflect the requirement. If it is not a requirement of the position (e.g., the employee could move out and it would not affect their position), the employee's position description does not have to reflect the requirement.

An official OSU *Employee Housing License Agreement* (EHLA), obtained through Real Property, should be in place 2 weeks prior to the move in date. **There will be no occupation of the premises without a signed, approved EHLA.** This EHLA must cover a specified term, which can be no longer than 5 years. This allows for timely rent adjustments after appraisals have been completed. If, at the end of the term of agreement both parties wish to continue the agreement, a new EHLA must be completed and rents adjusted based on the most recent appraisal.

Forward the completed EHLA to the Real Property Manager for review and signature. The form will be returned to the unit for the signature of the tenant/employee. Please send copies of the final signed forms to Real Property and the AMBC. Per OAR 166-475-0020 all lease records must be retained for a period of 6 years and then destroyed. Real Property will be responsible for retaining the leases for this period. **Units should make sure that all leases have been forwarded to Real Property.**

Adjustments that reduce the rent paid to less than the appraised value can be made based on criteria as outlined in the *Rent Reduction Report*. The *Rent Reduction Report* will be completed by the unit, signed by the unit head, and submitted with the EHLA to Real Property.

The preferred method for collection of rent is through payroll deduction. This is completed by filling out an *Authorization for Automatic Deduction for Rent* form, getting the proper signatures and then sending the form down to central payroll. Contact the AMBC for this form. The forms must be received by the central payroll office by the tenth of the month to be in effect for that month's payroll. All rent payments will be credited to an admin index AGA008 and then redistributed to the unit.

The EHLA requires that a security/damage deposit be collected at the initiation of the agreement. This allows for the recovery of costs related to unpaid rent and to repair damage to the housing caused by the employee. It is important that this deposit not be recorded as income and instead be deposited into a liability account on your auxiliary fund set up for your housing units. The liability account code is B4120 (Other Rental Deposits). If the deposit is returned, you will use a payment request form made out to the tenant and debit the same liability account for the amount refunded.

All requirements that are outlined in the EHLA must be followed to ensure compliance with applicable laws and regulations.

Short-term occupation of Dwelling Units

Units may provide housing on a short-term basis to students or collaborators at no cost or based on a nightly, weekly, or monthly fee. For these situations, an EHLA is not required. **This is strictly limited to those individuals who are involved in the mission of the University, not simply for the collection of revenue.**

If a fee is to be charged, the fee must be in the OSU Fee Book and be calculated on actual costs. AMBC personnel oversee this process.

Inspections, maintenance, health and safety

Each residence will be inspected annually by the CAS Regulatory and Safety Compliance Officer (RSCO) to ensure compliance with OSU habitability standards and to ensure that any health or safety issues are addressed. These inspections will be documented using the Annual Habitability Inspection Checklist, which includes a tenant interview. All documentation related to these inspections will be archived with Real Property.

Prior to any inspection or maintenance that requires access to the interior of the residence, 24 hour notice will be given to tenant, in writing (email is sufficient, if responded to). If an emergency arises and immediate access is needed, then a reasonable attempt will be made to notify the tenant.

All repairs identified through the inspection or otherwise, that are related to health and safety will be completed promptly. If there are unsafe structural issues (e.g., rotten handrails, missing handrails, or rotten porch boards) or electrical hazards these will be clearly identified and marked, or access denied, until repairs can be completed. Unit shall provide follow-up confirmation to the RSCO that all habitability issues found during the inspections have been addressed.

If the residence is deemed unsafe or uninhabitable, the residence will not be occupied until repairs are made to bring it up to habitability standards and safe conditions.

Tenant responsibilities

Tenant will communicate all repair needs/issues in email to unit personnel and unit will keep records for tracking and follow-up. Tenant is not responsible for repairs or maintenance unless facilities maintenance is part of their regular job duties. All electrical work, structural work or other work covered by codes and regulations will be done by OSU's qualified personnel and/or a contractor. Tenant is responsible for the cost to repair any damage that is not reasonable and expected wear and tear.

Tenant is responsible for the maintenance of the smoke and carbon monoxide alarms as outlined in the EHLA. If issues with the alarms arise, tenant should immediately notify the unit. **Disabling the alarms by the tenants is in strict violation of their EHLA and could be grounds for eviction.** Unit should make sure that the tenant understand this responsibility and the potential consequences.

Unit responsibilities

Unit will maintain residences to ensure that they meet OSU habitability standards as outlined in the Habitability checklist and provide ongoing maintenance to these structures. This is necessary to provide a healthy and safe living environment for the tenants as well as to preserve the value of the facility and meet applicable compliance.

Unit will annually assess financial resources to ensure that the necessary funds are available for required maintenance. If the costs are determined to be greater than available funding, the unit should work with the College and the business center to examine other funding sources or work to decommission the property as a residence.