

## *Summary*

### ***Dwelling Unit Management Guidelines***

*College of Agricultural Sciences*

*Oregon State University*

*Updated November 17, 2021*

The College of Agricultural Sciences (College) manages over thirty residences (dwellings) in the Corvallis area and around the state at Branch Experiment Stations. These dwellings allow the College to provide its remote locations with round-the-clock security, emergency response, animal care, research plot maintenance, and facilities caretaking. They are rented to OSU employees who are responsible for one or more of these duties. They may also be 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 dwellings will be appraised, at a minimum of every five (5) years, to determine the fair market rental value. The appraisal process is managed by AMBC; and the appraisals are paid for centrally at the College level. Copies of the appraisals are forwarded to Real Property, and the CAS Legal and Compliance Officer. AMBC maintains a list of the active properties, including address, latest appraisal date/value, and current rental rates. This list is provided to the unit office administrative managers or other employee that manages the dwelling (Manager) to convey current appraisal values. Rents must be adjusted within 90 days of receipt of the new appraisal. If rent is being adjusted for an existing tenant, the effective date should be on the first of the month (to facilitate the change in payroll deduction). Note, as stated in the Employee Housing License Agreement paragraph 4, the Unit adjusts the rent amount with 30 days prior written notice to the tenant. Thus, the Unit does not have to wait until the lease is renewed if an appraisal revalues the rent during a long-term lease period.

### ***Long-term lease to employees***

Dwellings may only be leased long-term to OSU employees who are faculty, staff, or students. If the employee's duties require them to live in a College dwelling, this living condition requirement must be stated in the position description. All lease records are retained for a 6-year period and then destroyed. Real Property is responsible for retaining the leases; therefore, the Manager must ensure that all leases are forwarded to Real Property.

An official OSU *Employee Housing License Agreement* (EHLA) 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. All requirements that are outlined in the EHLA must be followed to ensure compliance with applicable laws and regulations.** The EHLA covers 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 agreement term, both parties wish to continue the agreement, a new EHLA is required, and rents are adjusted based on the most recent appraisal value.

Additionally, if a new appraisal is conducted providing a new fair market rental value during a lease term, the Manager is obligated to calculate a new rental value, provide the tenant with a minimum 30-day notice announcing the rental adjustment and complete the adjustment within 90 days of the new appraisal. Real Property will provide an amended EHLA.

The EHLA does not require that a security/damage deposit be collected at the initiation of the agreement, although this practice is encouraged. It is up to the Unit's discretion. This allows for the recovery of costs related to unpaid rent and/or to repair damages to the dwelling caused by the tenant. It is important that this deposit not be recorded as income, but instead be deposited into a liability account on the unit's auxiliary fund set up for its dwelling properties. The liability account code is B4120 (Other Rental Deposits). If the deposit is returned, the Manager will use a payment request form made out to the tenant and debit the same liability account for the amount refunded.

Adjustments that reduce the rent paid to less than the appraised fair market rental value can be made based on criteria as outlined in the *Exhibit A - Rent Reduction Report* (RRR). The RRR is completed by the Manager, signed by the unit head, and submitted with the EHLA to Real Property for review and signature. The form will be returned to the unit for the tenant(s) signature. The Unit will send copies of the final signed forms to Real Property and AMBC.

In addition to the EHLA and the RRR, *Exhibit B – Lead Paint Disclosure form* and the related pamphlet need to be filled out and routed to the tenant for signatures. The Unit will send a copy of the signed form to Real Property and AMBC.

**The preferred method for rent collection is through a monthly payroll deduction.** This is initiated by completing an *Authorization for Automatic Deduction for Rent* form, and routing the form to central payroll. The form 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 indices.

***Note that copies of ALL lease documents (EHLA, Exhibits A & B, and the Payroll Deduction form) are all located on the AMBC website as fillable pdf forms. It is recommended that the Units use these forms as they follow the Real Property guidance who authorizes these forms.***

### ***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 will oversee this process.

### ***Inspections, maintenance, health, and safety***

Each dwelling is 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 are documented using the Annual Habitability Inspection Checklist, which includes a tenant interview. All documentation related to these inspections is made available to Real Property through a shared Box folder.

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

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

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

### **Tenant responsibilities**

Tenants will communicate all repair needs/issues in writing (email preferred) to the Manager. Tenants are not responsible for performing repairs or structure maintenance unless facilities maintenance is outlined in their Position Description. All electrical work, structural work or other work covered by codes and regulations must be completed by OSU's qualified personnel and/or a licensed contractor. Tenants are responsible for the repair cost for any damages caused by them or their pets that is not reasonable nor the result of expected wear and tear.

Tenants are responsible for testing the smoke alarms, carbon monoxide alarms and batteries as outlined in the EHLA. If issues with the alarms arise, tenants should immediately notify unit personnel. **Disabling the alarms by the tenants is in strict violation of their EHLA and could be grounds for eviction.**

*The Unit should ensure that the tenant understands these responsibilities and the potential consequences.*

## **Unit responsibilities**

The Units will maintain dwellings to ensure that they meet OSU habitability standards as outlined in the Habitability checklist and provide regular, 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. The Managers will keep records for tracking and following up on any repair needs.

Each unit should have a maintenance schedule for their properties that will include, but is not limited to, items such as annual chimney maintenance where applicable, roof inspection and cleaning, annual rain gutter cleaning, maintenance of defensible space, furnace maintenance and filter replacement.

Dwellings that utilize well water for their domestic use will have the water tested, at a minimum, annually to ensure that it meets safety standards for coliform bacteria and nitrates. Please work with EH&S if needed.

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