

Chapter 5. University-Owned Residences

Subchapter 5–100. General Provisions

Sec. 5–101. Purpose

University-owned residences are provided and operated by The University of Texas at Austin with the welfare of students as the primary goal. The University provides a variety of living accommodations for students and endeavors to maintain a high quality of life within residences through the development of counseling, educational, and social programs within the residence units.

Sec. 5–102. Application

Student residents and their guests are subject to the applicable provisions of this chapter and to the provisions set forth in Sec. 11–401, Sec. 11–403, and Sec. 11–404 of the *Institutional Rules on Student Services and Activities*.

Sec. 5–103. Definitions

In this chapter, unless the context requires a different meaning, the following definitions apply.

1. “Guest” means an individual who has been personally invited by a University Resident to enter into the resident’s residence; remaining there, for a period of time not to exceed 72 hours.
2. “Residence” means a University-owned family housing unit, a University-owned residence hall or cooperative, or any other subsidiary facility.
3. “Student” means a person who has applied for or entered into a residence contract with the University or who occupies a room or dwelling in a residence.
4. “University” means The University of Texas at Austin.
5. “Assistant vice president” means the assistant vice president of University Housing and Dining at The University of Texas at Austin.
6. “Vice president” means the vice president for student affairs at The University of Texas at Austin.

Sec. 5–104. Eligibility

- a. To be eligible for residence in University residence halls, 2400 Nueces, Dobie Twenty21 or University Apartments, undergraduate students must be enrolled for at least twelve semester hours during each fall/spring semester; graduate and law students must be enrolled for at least nine semester hours or six dissertation hours each fall/spring semester. Exceptions for undergraduate students must be approved by the dean of the student’s college or school and the assistant vice president. The graduate dean and the assistant vice president must approve exceptions for graduate students. The assistant vice president will review the contract status of residents who drop below the minimum hours requirement to determine the necessity of contract cancellation.
- b. To be eligible as a student resident in the University Apartments, (1) you must be a graduate student at The University of Texas at Austin; or (2) you must be an undergraduate student with at least thirty semester hours credit and in good standing with the University. Registered sex offenders are not permitted to live in University-owned housing, which includes the University Apartments. Full-time students will be given preference to live in University-owned housing over part-time or full-time employees of The University of Texas at Austin, even if the employees are also full-time graduate students or undergraduate students with at least 30 semester hours credit. Subject to applicable law, University rules and policy, the

Contract Holder may allow guests to visit their assigned apartments. “Guest” means an individual who has been personally invited by a Contract Holder to enter into the Contract Holder’s apartment. Guests are permitted to visit for a period of time, not to exceed 72 consecutive hours. Guests are not permitted to reside in (or occupy) the apartment on a long term basis. “Family Members” means individuals who are related to the Contract Holder by marriage, civil union, domestic partnership, informal marriage, dependency or some other form of recognized familial relationship. Family members are permitted to reside in the apartments that are designated for family housing. Certain stipulations apply. See the University Apartment Manual for the complete policy and rules pertaining to family members. Any changes in occupancy must be reported to the University Apartment’s staff within 48 hours of the change. A Contract Holder’s invitation to a guest or family member may be revoked at their discretion and be withdrawn by the Contract Holder without the need to express any reason or basis for the revocation. The following restrictions to occupancy apply: In Colorado and Gateway (Single-Occupant Apartments): one-bedroom apartment, maximum of one (1); two-bedroom apartment, maximum of two (2). In Brackenridge (Family Housing): one-bedroom apartment, two to three (2-3) occupants; two-bedroom apartment, two to five (2-5) occupants; three-bedroom apartment, four to seven (4-7) occupants. These limits will be strictly enforced.

- c. Should residents violate any of the conditions of the contract, the assistant vice president may, in the future, refuse to contract any premises to those residents.

Subchapter 5–200. Administration of Housing

Sec. 5–201. Responsibilities of Supervisory Officials

The assistant vice president is responsible to the vice president for discipline, counseling, and the quality of life in residences, and the fiscal and physical management of residences.

Sec. 5–202. Rule Making in Residences

- a. The occupants of each student residence may make reasonable rules governing life in that residence.
- b. Residence rules may not conflict with the *Institutional Rules, Handbook of Operating Procedure, Regent’s Rules and Regulations*, local, state or federal law, and will take effect when they are approved by the assistant vice president and vice president. Such rules will be publicized to all residents immediately upon taking effect.

Subchapter 5–300. Contracts

Sec. 5–301. Terms of Contract

- a. Charges for housing and meals begin and end on the official dates of the contract period.
- b. The effective dates and terms and conditions of the contract are provided with each contract.
- c. Students who are under contract may not terminate the contract except as provided in the contract and in Subchapter 5–400.
- d. Expenses incurred in collecting the total amounts due under a contract, including collection fees up to a maximum of 33 1/3% of the amount due, attorney’s fees, and other costs, including court costs, will be the responsibility of the obligor.

Sec. 5–302. Enforcement of Contracts

- a. The assistant vice president, or the assistant vice president’s delegate, enforces residence contracts.
- b. The vice president is the final level of appeal in contract disputes.

Sec. 5–303. Student Responsibility

- a. Each student will meet all obligations for housing and meals and will observe all conditions of the contract.
- b. Students in the residence halls and Dobie Twenty21 have the option to pay for housing and meals:
 1. in full;
 2. in half payments due once each semester;
 3. in six payments due three times each semester; or
 4. for spring only, in three payments.
- c. Students in 2400 Nueces and University Apartments pay for housing on the first of each month. Students may purchase an optional meal plan.
- d. Students who do not comply with the terms of the housing and meals contract may be subject to University disciplinary action as provided in Chapter 11 of the *Institutional Rules*.

Subchapter 5–400. Termination of Contracts

Sec. 5–401. Graduation

Except as provided under Sec. 5–405, students who leave the University at the end of the fall semester because of graduation will not be liable for room rent or meals charges beyond the end of the semester, provided notification of graduation is filed by the official cancellation date for the spring semester. Students will be billed for any damages to the premises and any other applicable charges. Students who cancel after the official cancellation date will be charged \$300 for liquidated damages. Cancellations received after the residence halls open for the spring will be handled as withdrawals during the spring semester. Students who are released from a contract because of graduation will again become liable for the contract if they fail to graduate from the University during the original contract period.

Sec. 5–402. Voluntary Withdrawal from the University

Except as provided under Sec. 5–405,

- a. Students who voluntarily withdraw from the University during a contract period are normally required to pay liquidated damages of \$300 in addition to standard room and meals charges through the date of checkout. Students who withdraw from the University at the end of the fall semester will be billed through the end of the fall semester, provided notice of cancellation is received by the official cancellation date for the spring semester. Students who cancel after the official cancellation date will be charged \$300 for liquidated damages. Cancellations received after the residence halls open for the spring will be handled as withdrawals during the spring semester. Students must normally move within twenty-four hours after withdrawing from the University.
- b. Students who are released from a contract because of voluntary withdrawal from the University will again become liable for the contract if they re-enroll in the University during the original contract period.

Sec. 5–403. Required Withdrawal from the University

Except as provided under Sec. 5–405, students who are required by the university to withdraw from the university are not liable for paying room rent or meals charges beyond the date of moving, but they will pay all charges that accrue under the contract through the checkout date plus \$300 in liquidated damages, any charges for damage to the premises, and any other applicable charges. The University will refund any prepaid room or meals balance less any charges for damages to the premises or any other applicable charges. The University reserves the right to suspend a student from the residence halls for failure to abide by the terms and conditions of the contract. Students who fail to register as

regularly enrolled students will be required to move as outlined in Sec. 5–402(a).

Sec. 5–404. Withdrawal from University-Owned Residences during the Contract Period

Except as provided under Sec. 5–405, students granted permission to move within the contract period are required to pay liquidated damages of \$300 in addition to standard room and meals charges through the date of checkout.

Sec. 5–405. University Apartments Contracts

- a. All contract actions require 60 days written, advanced notice, hereafter referred to as ‘proper notice.’
- b. Vacancy notice must be completed and filed with the University Housing staff 60 days prior to termination of the contract.
- c. Completion of a 12 month stay and proper notice is required in order to be eligible to vacate without penalty. Vacating after 12 months occupancy without proper notice will result in a re-letting fee of 100% of your monthly rate and utility charges.
- d. Early contract termination at the end of a semester will be available, without penalty, if you are graduating or completing all academic requirements as confirmed by written documentation from the Dean of your college, with proper notice. Vacating without proper notice will result in a re-letting fee of 100% of your monthly rate and utility charges.
- e. Vacating before 12 months occupancy, with proper notice and for any reason other than graduating or completing all academic requirements, will result in a re-letting fee of 100% of the remaining month’s rate and utility charges.
- f. Vacating before 12 months occupancy, without proper notice, will result in a re-letting fee of 100% of the remaining month’s rate and utility charges and an early contract termination charge equal to two months’ rate or a prorated daily rate charge from the date of notice until the unit is re-leased, whichever is less.
- g. Failure to move out or file vacancy notice at the end of the contract period or the last day of the month in which you graduate, whichever comes first, results in a charge of 100% of one month’s rate and utilities charges plus \$50 per day for each day you are occupying the apartment past the notice to vacate date. You may request a move out extension with a minimum of one week prior to the move out date indicated on your notice to vacate. Extensions must be approved in advance by the University Housing staff. Please speak with a member of the University Housing staff regarding requests for move out extensions.
- h. Failure to move out on or before 5 p.m. on the exact date required under the contract (e.g. the end of the contract term or the date listed on the vacancy notice) you must pay 100% of one month’s rate and utilities charges plus \$50 per day for each day you are occupying the apartment past the notice to vacate date. You agree to indemnify The University and/or prospective residents for damages incurred, including lost income, storage, lodging expenses, and attorney’s fees, if such damages are incurred.