

UNIVERSITY HOUSING RIGHTS & RESPONSIBILITIES

ROOM INSPECTION AND SEARCH POLICY

The Department of University Housing reserves the right to enter student rooms under certain conditions. Entry by University authorities into occupied rooms in residence halls will be divided into three categories: Safety/Maintenance Inspection, Search Inspection, and Emergency Inspection, in accordance with the Student Housing Agreement.

X. ASSIGNMENT AND USE OF SPACE:

F. Right of Entry:

- a. **Safety/Maintenance Inspection.** University officials may enter the Rented Premises to conduct a safety/maintenance inspection of the health and safety conditions in the Rented Premises, to perform maintenance and repairs, to take inventory, and/or to perform cleaning and janitorial operations. University officials will provide advance notice to the Student prior to performing a safety/maintenance inspection of the Rented Premises.
- b. **Search Inspection.** University officials may enter the Rented Premises, without advance notice to the Resident, to conduct a search inspection for the purpose of inspecting whether violations of University policies, rules, and regulations are occurring or have occurred inside the Rented Premises. A search inspection must be authorized in writing by the Executive Director of University Housing before University officials may conduct a search inspection. The Executive Director of University Housing may authorize a search inspection only upon reasonable suspicion that University policies, rules, or regulations have been or are being violated inside the Rented Premises.
- c. **Emergency Inspection.** In an emergency situation, University officials may enter the Rented Premises to conduct an emergency inspection, without advance notice to the Student and without prior authorization from the Executive Director of University Housing, if the University officials reasonably believe that the delay from obtaining prior written authorization from the Executive Director of University Housing would pose a significant risk of substantial harm to persons, property, or the Rented Premises.

RESIDENCE HALLS ADMINISTRATIVE ACTION

The Department of University Housing reserves the right to take administrative action against students who fail to adhere to the policies and regulations of the university as required in the Academic-Year Student Housing Agreement. Administrative action may take two forms: administrative room change and termination of the housing contract.

ADMINISTRATIVE ROOM CHANGE

University Housing, according to its Academic-Year Student Housing Agreement, reserves the right to administratively move residents to other spaces or residence halls on-campus.

VII. TERMINATION OF HOUSING CONTRACT

D. In lieu of terminating this Agreement, University may reassign Student to another location, restrict Student from entering specified housing areas or units, and/or restrict Student from other privileges normally allowed to residents of University housing.

TERMINATION OF HOUSING CONTRACT

University Housing reserves the right to terminate a resident's Housing Agreement, as identified in the Academic-Year Student Housing Agreement.

VII. TERMINATION OF HOUSING CONTRACT

A. During the term of the Agreement, Student may submit a written request to University Housing to terminate the Agreement. The determination of whether to grant Student's request for termination of the Agreement is within the sole discretion of the University Housing Release Appeals Committee and such a request will be approved only in exceptional cases. Questions regarding the appeals process should be directed to Housing Assignments staff. Student agrees to accept the decision of the Housing Release Appeals Committee.

B. If the University approves Student's written request for termination of the Agreement, Student may receive a refund of housing fees as set forth in this Agreement.

C. The Agreement may be terminated by the University as follows:

- i. upon the completion of graduation requirements by Student, if Student subsequently leaves the University; however, the Agreement will not be terminated if Student graduates but remains enrolled in the University;
- ii. if space is not available in any residence hall or temporary residence hall;
- iii. if Student fails to comply with the terms and conditions of the Agreement;
- iv. if the Rented Premises are located on property owned by a third party, if Student fails to comply with the third party's policies and rules; or
- v. if Student violates University Standards of Conduct (<http://studentconduct.utk.edu>) or University Housing and Resident Responsibilities policies (<http://housing.utk.edu/students/rightsresponsibilities/>), or any other University policies or regulations, including, but not limited to Parking Services and Information Technology policies, which are incorporated into this Agreement by reference.

D. In lieu of terminating this Agreement, University may reassign Student to another location, restrict Student from entering specified housing areas or units, and/or restrict Student from other privileges normally allowed to residents of University housing.

E. Termination of the Agreement by University may result in the eviction of Student upon five (5) calendar days' notice, except where University determines that the continued residency of Student would pose a danger to the life, health, or general well-being of the resident or other members of the residential Community, in which case Student may be evicted upon twenty-four (24) hours' notice.

F. Within five (5) calendar days of termination the Agreement for any reason, except for eviction as set forth in Section VII (E), Student must officially check out of the residence hall.

The procedures followed by the University in terminating a housing contract and evicting a student from the residence hall, as described above in Section VII., are as follows:

An Assistant Director or Hall Director may recommend the termination of a housing contract. If the facts known to the Assistant Director or Hall Director indicate that a student has violated the agreement or University Housing regulations which would justify the termination of the housing contract, the appropriate staff member shall forward a written recommendation of termination together with the facts supporting that recommendation to the Executive Director of University Housing or his/her designee.

If the Executive Director of University Housing (or designee) determines that the alleged violation of the agreement or regulations would indicate that the continued residency of a student would pose a danger to the life, health, or general well-being of other members of the residential community, the Executive Director (or designee) will advise the student in writing that his/her housing contract will be terminated twenty-four (24) hours from the date of the receipt of the notice, the specific reasons for this action, and the time and place of a meeting for the student to respond to the notice. The Executive Director of University Housing (or designee) will schedule the meeting prior to the twenty-four (24) hour termination date, the purpose of which will be to determine if sufficient grounds exist to support eviction upon twenty-four (24) hours' notice as provided in the housing contract. At the conclusion of the meeting, the student will be advised of the decision of the Executive Director (or designee), and if immediate eviction is upheld, of the student's right to a hearing, as provided below, as soon as practicable. If the student does not attend the meeting to respond to the eviction notice, the termination and eviction will become effective as set forth in the original letter of notification.

If the Executive Director of University Housing (or designee) determines that the alleged violation of the agreement or regulations by the student would justify termination of the housing contract after five (5) days' notice, they shall notify the student in writing of the date of the proposed termination, the reasons therefore, and the student's right to either (1) an evidentiary hearing in accordance with the "contested case" section of the Administrative Procedures Act ("APA"), Tenn. Code Ann. §4-5-301, et seq., or (2) a meeting with the Executive Director of University Housing or their designated representative for the student to respond to the notice.

a) If the student elects a hearing under the provisions of the Administrative Procedures Act, the Executive Director of University Housing (or designee) shall forward the file to the Office of the General Counsel of the University for the appointment of a hearing officer. The Administrative Procedures Act hearing will be conducted pursuant to Tenn. Code Ann. §4-5-301, et seq.

b) If the student elects a meeting with the Executive Director of University Housing or their designated representative, the student must waive the right to an APA hearing in writing. The Executive Director of University Housing or their designee shall schedule a meeting prior to the effective date of the termination and notify the student in writing as follows:

- 1) The date and time of the meeting;
- 2) That the meeting will consider all allegations of any violation of the agreement or regulations contained in the original letter of notification.
- 3) That at the meeting the student will have the right to make a personal appearance, to call witnesses, and to present evidence;
- 4) That at the meeting, the student will have the right to be assisted by an advisor of the student's choice. The role of the advisor is limited to assisting, advising, and/or supporting the student during the meeting. The advisor is not permitted to speak for or on behalf of the student, appear in lieu of the student, or participate directly in the meeting in any manner;
- 5) That the Executive Director of University Housing will notify the student in writing of their decision prior to the effective date of the termination. The student shall have the right of appeal as hereinafter provided:

a) The student may appeal the decision of the Executive Director of University Housing (or designee) to the Vice Chancellor for Student Life by notifying them in writing within forty-eight (48) hours of receipt of the Executive Director's (or designees) written decision. In the event of an appeal, the eviction will not become final until acted upon by the Vice Chancellor for Student Life.

b) The decision of the Vice Chancellor for Student Life is final.

RESTITUTION

Restitution may be required in situations that involve destruction, damage, loss of property, or unreimbursed medical expenses resulting from physical injury. Restitution may take the form of a monetary payment or appropriate service to repair or otherwise compensate for the destruction, damage, or loss.

COMPLAINTS

Should a resident believe that a University staff member has misused or abused their authority to inspect said resident's room, the resident should file a complaint. The resident should use the Division of Student Life's complaint and feedback form --- <https://studentlife.utk.edu/feedback/>.