

# Housing Policy



*Each student agrees to accept all terms and conditions pertaining to the occupancy of a residential facility at York College of Pennsylvania, including College residential status for the full academic year. Read the terms carefully and contact the Office of Residence Life if you have any questions. (Revised 01/2021)*

## OCCUPANCY

1. **All College housing assignments are made for the entire academic year, and students are obligated to maintain their College housing status for the full academic year. All students living in traditional and suite-style residence halls are required to purchase a full College meal plan. Charges are made on a semester basis.**
2. All residents must be of traditional college age, single, enrolled undergraduate students with satisfactory academic progress in order to reside on campus. Students that are not eligible to commute must reside on campus, unless authorized to live off campus. Students that are currently in housing as full-time students, and drop below full-time status, are required to fulfill their housing contract, if they remain a current York College student.
3. Assignments for all students are made on a space available basis. Students requiring special accommodations should contact the Office of Residence Life.
4. A student may occupy the space assigned from the date designated for the official opening of the hall through the day of their last final examination, but not during official College breaks. For purposes of this contract, the space assigned to the student includes one bed, one desk, one chair, one armoire/closet, and/or one dresser.
5. If a student withdraws from the College, they must vacate the residence facility and remove all personal belongings within 24 hours of the date of withdrawal.
6. Occupancy is limited to the student(s) assigned to that room/suite/apartment.
7. A guarantee cannot be made concerning the number of occupants in a room.
8. **The College reserves the right to make changes in space/residence hall assignments and to change or alter living arrangements in its residence facilities whenever it is deemed necessary. When circumstances warrant, the Director of Residence Life, or their designee, may make room/suite/apartment or building assignment changes in the interest of the health, safety, and welfare of the individual and community-at-large. The College reserves the right to use rooms and furnishings as needed during official College breaks.**
9. Continuing students, contingent on payment of all fees and individual records, have the opportunity to select their campus residence upon a space-available basis through the terms of the room selection process.
10. Housing deposits for the upcoming academic year are non-refundable after June 1 for continuing students.
11. Students who request placement in a single occupancy dwelling due to a medical condition will be required to pay the \$750 per semester single occupancy fee, like all students who reside in single occupancy dwellings. Students will not be relieved from this fee unless the healthcare provider certifying their medical need for a single occupancy dwelling also certifies that without a single occupancy dwelling the student will be unable to participate in York College's educational programs and activities on the same basis as other students.
12. This contract will go into effect at the time of its signing and will terminate at 9:00 am on the day of residence hall closing for the spring semester or until the time of your departure approval, which includes graduating undergraduate students.
13. Any resident dismissed for student conduct, financial, health, or safety reasons will not be allowed to reside in any other on-campus facility. Any resident dismissed for student conduct reasons may not be allowed visitation for the term of their sanction. There are NO REFUNDS for loss of housing due to student conduct action.

## CONDITIONS OF OCCUPANCY

1. All students living in a College residence facility are subject to the provisions of the College's policies governing student conduct and discipline. Students are responsible for knowing and observing College regulations and procedures, as set forth in official College publications. Students must note that as citizens they are subject to all federal, state and local laws, in addition to all College regulations governing student conduct and responsibility. A copy of pertinent official College publications is available at the Office of Residence Life.
2. Residents are under a continuous obligation to be considerate of their fellow students. Inconsiderate, lewd, or obscene behavior, including excessive noise or other residence hall violations, will be subject to review by a member of the Residence Life professional staff. Conduct which endangers the safety of property or the health and safety of individuals is prohibited.
3. Representatives of the College are authorized to enter a student's room to determine occupancy, to inspect its contents for health and safety reasons, and to provide for maintenance or make repairs. Effort shall be made to notify the occupants in advance of such entry. The College reserves the right to search a room when a policy violation is suspected. Appropriate law enforcement agencies may be contacted if necessary.
4. Excessive litter or dirt caused by residents must be cleaned by the residents responsible or a cleaning/damage bill will result.
5. Residents are responsible for the care and cleaning of their rooms. A resident may not install equipment or make alterations without express permission by Residence Life professional staff. Prohibited items may be confiscated by Residence Life staff.
6. Personal items may not be stored in a residence facility over the summer. It is understood that the College assumes no responsibility for the loss, theft, or damage to personal property. When a student vacates their residence, all personal possessions must be removed. The College staff may dispose of any item left behind. Personal items stored during College breaks remain on campus at the resident's risk of loss.
7. When first occupying or vacating an assigned room, the student is responsible for carefully checking the condition of the room and its equipment/furnishings using forms provided by the Office of Residence Life. Upon vacating a room, residents must close and lock their room door and sign a Room Condition Report. Final room damage and common area damage assessments will be made by the Residence Life staff, in conjunction with Facility Services, after all residents have officially vacated the facility. The College holds each student responsible for the loss or damage of property beyond normal wear and tear. If two or more students occupy a room in which damage has been done, each individual is responsible for a proportionate amount of the damage, unless the responsibility is voluntarily assumed by one of the occupants.
8. A deposit of \$100 is collected from each resident student before they are permitted to occupy a room. Charges are assessed for damage, excessive cleaning required, or removal of College property from the rooms (screens, beds, mattresses and frames, dirty kitchens, etc.), as well as common area (hallway and lounge) damage. When property loss or damage cannot be attributed to the person(s) responsible, the cost will be assessed to the residents of the floor where the damage occurred or to all the students in the building on a prorated basis. This is known as Community Billing. An individual held responsible for damages greater than \$100 will be billed accordingly. Un-assessed amounts of the initial \$100 security deposit will be credited to the student's account after spring semester closing is finished and damage billing has been processed. Notice will be sent via York College email once the end of the year charges are complete. Descriptions regarding the charges can be viewed within MyHousing via the YCP portal. Any appeals must be made

through the online form provided in the email. An appeal deadline is provided along with the review process timeline.

9. Each resident student is assigned keys when they initially check in. Missing or stolen keys will be replaced and charged to the responsible student's account. Keys must be returned as instructed by the Office of Residence Life. If the student does not return the keys when they vacate their room, they will incur a financial charge. The student will also incur a financial charge if they duplicate keys without permission. In these cases, the resident will be charged for a lock replacement.
10. All residents must evacuate their residence hall whenever a fire alarm sounds. False alarms and tampering with fire equipment, particularly smoke detectors, is prohibited by state law. Violators will be subject to student conduct action by the College, as well as criminal prosecution. False alarms will result in a service charge. This charge may be assessed against all the residents of the hall if the person responsible for the alarm is not identified.
11. Any threat to the health and safety of residents or damage to property will not be tolerated. The presence, possession and/or usage of the following items is prohibited: A) firearms, fireworks, explosives, dangerous weapons, or other incendiary devices; B) combustible materials, such as liquids, tapestry over light fixtures, fog machines, or candles (lit or unlit), wax melting or warming devices, incense, personal room air conditioners, electric heaters, halogen lamps, storage of barbecue grills indoors, inadequate/unsafe extension or appliance cords, any resistance principle/high voltage C) narcotics and/or illegal drugs, drug paraphernalia; D) waterbeds, pools, weight lifting equipment; E) campus signs; F) alcohol and/or alcohol containers, paraphernalia, outside of designated Independent Living Areas (Country Club Manor, Richland Hall, Springettsbury House, and Brockie Commons apartments); G) the use of loud musical instruments (e.g., drums, electric guitars, power amplifiers, subwoofers, etc.); H) darts and dartboards; I) excess dirt or litter, unsanitary or hazardous conditions, or decorations deemed unsafe by College officials; J) removal of screens from windows and misuse of College property and/or furniture (including removing furniture from a room or building); K) some electrical appliances are prohibited. Please see the Electrical Appliances section in the handbook for more information.
12. Any acts of reckless endangerment, such as fighting, hitting, throwing, or kicking of objects inside a residence hall or throwing of items out of, off of, or up to the hall are prohibited.
13. All pets except fish are prohibited in the residence halls. One tank with an electric filter is permitted per room, no larger than ten gallons. In addition, lab specimens are also prohibited.
14. Bicycles, skateboards, scooters, motorcycles, and mopeds are not allowed in residence halls. These items must be stored in designated areas outside each residence hall at the student's risk. Open bike racks are available for student use. Under no circumstances are these items allowed within the residence halls. Lastly, hoverboards are not permitted on campus or in the residence halls.
15. Students are not permitted to use their rooms or facilities in the residence halls for any commercial or illegal purposes. Neither may solicitors, sales persons, or agents, whether students or others, contact students in the residence halls for any commercial purpose. Gambling or games of chance are not permitted in the residence halls or anywhere on campus.
16. York College prohibits the use of all tobacco products on YCP property. This includes: smokeless tobacco, 'spit' tobacco, cigars, cigarettes, pipes, or any other smoking material or device including electronic cigarettes, juuls, hookahs, and vapes.
17. Residents are allowed to request overnight guest(s). The full guest and visitation policy can be found in the student handbook.
18. Tapping into any of the utility services in the residence halls (cable TV, electricity, water, etc.) is strictly prohibited, as is using any electrical equipment that requires more than the normal amount of electrical current.
19. Each hall establishes a schedule of hours when restrictions on noise are maintained above and beyond the College "quiet hours." This is to ensure privacy, to maintain respect for the rights of others, and to encourage an

academic environment. Quiet hours are seven days a week from 10:00 p.m. – 10:00 a.m.

20. Students eating in YCP dining facilities are expected to not remove food or eating utensils from the building and not participate in food fights or behavior inappropriate to community dining.
21. Temporary Triples—Students in temporary triples will receive a predetermined refund established prior to the beginning of the academic year. This information will be communicated in the student's assignment letter.
22. **York College Residency Requirement**
  - a. York College of Pennsylvania is a four year residential college. As such, **all first-year students, sophomores, juniors, and seniors are required to live on campus, unless they are enrolled as a commuting student.** This includes transfer and readmitted students. Commuters are those students who reside from the home of their parent/guardian within a 35 mile radius of the campus and reside at their legal residence.
  - b. December graduates requesting housing for one semester are not guaranteed, and applications will be reviewed based on space.
  - c. Students may apply to live off-campus, with the authorization of the Residence Life Office, in a dwelling unit which is not the domicile of a parent/guardian if:
    1. they pay their housing deposit and complete their housing contract for the upcoming academic year,
    2. they fill out and complete an off-campus application (applications will be reviewed by credits earned, with priority given to those who have earned the most),
    3. they are in good academic standing (eligible to be full-time without restriction or probation),
    4. they are in good discipline standing – student conduct records will be reviewed,
    5. the dwelling unit they plan to live in must be licensed by the City of York or relevant municipality,
    6. they complete an online educational course regarding off-campus housing policies and expectations,
    7. they confirm in writing their understanding that York College of Pennsylvania does not warrant the suitability or safety of the off-campus dwelling unit they plan to occupy and that the student is responsible to ascertain that the unit is suitable, safe, and in compliance with applicable law.
  - d. Not all students that apply will receive permission to live off-campus. **We discourage students from signing leases until they have been granted permission from Residence Life to reside off-campus.** Please see Off-Campus Application Process section in the Student Handbook for full procedures.
  - e. **Commuting** - On-campus students wishing to commute from the domicile of a parent/guardian must request to do so through the application process, which is usually due by middle of March of the current academic year. They must also live within 35 miles of York College of Pennsylvania. If a request is made after the published deadline, you may be denied.
  - f. **Students who are approved to live off campus or commute will have their scholarships and financial aid affected; students must consult with the Office of Financial Assistance and acknowledge this change as part of their approval to live off campus or commute.**
  - g. Students may apply for an exemption from the residency requirement; if the extenuating circumstances are deemed eligible for appeal. Please contact the Office of Residence Life for more information.
  - h. Violations of the Housing Policy (on and off campus) shall be adjudicated through the College student conduct process. We encourage all students to be aware of their rights and responsibilities regarding occupancy and safety. These ordinances vary according to the municipality in which the home/apartment is located. Contact the local borough or township office for ordinances that apply to that locality.

23. Actions Beyond the College Control

a. **Natural Disasters:** In the event of an unforeseeable cause beyond the control of and without the negligence of the College, including but not limited to fire, flood, other severe weather, the pandemic spread of disease, acts of God (Force Majeure), interruption of utility services, or acts of terrorism, the College reserves the right to maintain the safety of the premises by any means, including but not limited to temporarily or permanently removing the Student from on-campus housing. The College and Student agree that the College shall be relieved from performance whether or not an event under this natural disasters sub paragraph (a) is foreseeable at the time of the execution of this Agreement. The College will not provide any refund of housing payments if on-campus housing is suspended or closed in response to an emergency or natural disaster.

b. **Termination of Contract during Emergencies:** If a part of or all on-campus housing is closed due to an emergency or natural disaster, the College may terminate this contract without prior notice and without further liability to Student. In no event shall the College be obliged to provide alternate housing to the Student or to rebuild or replace any affected premises.