

**UNIVERSITY OF HAWAII  
FACULTY HOUSING  
HOUSE RULES**

**DEFINITIONS**

An “eligible tenant” is a person qualified by UH to receive the offer of the apartment (BORP 9-10b.A.4.a)

A “registered tenant” is any adult person who resides in the apartment and signs the lease with the eligible tenant. (BORP 9-10b/C/4/b)

“Guests” are defined as those people invited by the eligible tenant to visit and/or stay in the apartment while the eligible tenant is living in the apartment.

“Registered guests” are those people invited by the eligible tenant to stay in the apartment for a specific period while the eligible tenant is away.

“Apartment” refers to individual units in Wa`ahila, Kau`iokahaloa Nui and Kau`iokahaloa Iki.

Board Policies can be found at <http://www.hawaii.edu/offices/bor/>

**GENERAL**

1. Tenant acknowledges receiving the apartment in good condition, that the furnishings are clean, and appliances are in working order with no missing parts.
2. All discrepancies noted after check-in inspection shall be reported in writing to the Managing Agent/Resident Manager within 14 calendar days after check-in. Otherwise, tenant shall be liable and responsible for the corrections and repairs.
3. In the event tenant is late in making rental payment, a late fee will be assessed for each occurrence, as specified in the Rental Agreement.

4. Apartments shall be used only by an eligible tenant qualified by UH to receive the offer of the apartment (BORP 9-10b.A.4.a) for residential purposes only. Tenants shall comply with all applicable laws, ordinances, and regulations, including zoning and land use rules.

5. Tenant agrees to allow the University or its Managing Agent to enter or access the apartment upon TWENTY-FOUR (24) hours notice for an annual inspection of the apartment or to make necessary repairs, alterations, improvements, or to supply services. The University or its Managing Agent shall make reasonable efforts to schedule any entries to suit the convenience of the tenant.

6. Neither the University nor its Managing Agent is permitted to allow access to any apartment to a third party without the written permission of the tenant, except in the case of an emergency.

7. Tenant shall report the presence of any suspicious person or persons on the grounds to the Resident Manager as soon as possible, giving as much information as possible, such as person(s) physical features, make and color of vehicle, year of vehicle, license number, etc.

8. For the safety of tenants, children and guests, all common areas of the property, including walkways and stairways, should be clear of any personal items (plants, toys, bicycles, etc.). To ensure that handrails on stairways are easily accessible to those requiring the support to get up and down the stairs, please help to keep the area empty and clean. Open and tidy common areas will also allow maintenance crews to safely and efficiently complete their work around the facility.

9. The lanais, patios, walkways and entrance areas should be kept in a neat and orderly fashion.

- For Kau`iokahaloa Iki - It is the responsibility of tenants to clean and upkeep backyards, courtyards, and carports of their unit in the same manner as it was received at check-in.

10. Tenants should not make or permit any disturbing noises in the building or permit any activity that will interfere with the rights, comfort, convenience and safety of other tenants.

11. The volume of radios, TV's and stereo sets, telephone bells, and musical instruments shall be at a level so as not to cause any inconvenience to other tenants.

12. Littering is prohibited. Please secure all garbage in bags and flatten empty boxes before disposing in the trash bin or placing in trash rooms. If the trash bin in your immediate vicinity is full, please place your rubbish in the next closest bin to prevent overflowing garbage. Flammable liquids, such as gasoline, paint, etc. shall not be disposed of in the trash bins. Disposal of large or bulky items that do not fit in the trash bins is the responsibility of the tenant. Please see the Resident Manager for instructions on disposal of such items. Please Note: You can recycle cardboard boxes, newspapers, and other items at Noelani Elementary School on Woodlawn Drive.

- For Kau`iokahaloa Iki and Nui - Trash bins are centrally located and are emptied twice weekly.
- For Wa`ahila - As a courtesy to others, the trash chute ("E" Building Only) should be used between the hours of 8:00a.m. to 9:00p.m.

13. Tenants are reminded that the University is a smoke-free environment; however, smoking is permitted 20 feet away from the entrance of any building.

14. The use of waterbeds in the apartments is prohibited.

15. Flammable liquids, such as gasoline, kerosene, naphtha, fireworks, explosives of any kind, or any hazardous articles, are not permitted on the property and in the apartments except for household use items in reasonable quantities, such as portable gas canisters for cooking.

16. Water is a valuable resource and thus, we ask that all tenants exercise conservation at all times. Water should not be left running for any unreasonable length of time. Tenants should also turn off lights if not in use.

17. The humidity in Hawai`i causes a unique problem for the upkeep of each apartment. Therefore, we ask that furniture such as beds, tables, chairs, etc., do not touch the walls as paint can adhere to them and peel.

18. The installation of air-conditioning is prohibited without the written consent of the Resident Manager and will only be allowed where absolutely necessary for health reasons.

19. The posting of notices and other printed and written material must be in compliance with applicable laws and is permitted only on designated bulletin boards. Due to limited space and to ensure appropriateness of literature, the resident manager shall approve all ads and notices before posting on bulletin boards.

20. Toilet, sinks, and bathroom drains shall not be used to dispose rubbish, rags or other foreign matter. Tenants should be especially careful not to allow hair to enter the sink, shower or tub drains. To minimize blockages or disruption of the plumbing system non-flushable items, such as feminine hygiene products,—diapers and baby wipes should not be disposed of in toilets.

21. The University and its Managing Agent will not be responsible for any loss, property damage, injury, or death suffered on the complex, including the apartment and common areas. An exception may be made in cases where the loss, property damage, injury or death is caused by deliberate acts of gross negligence on the part of the University or its Managing Agent. Tenant agrees to indemnify, defend and hold the University and its Managing Agent harmless for all losses, property damage, personal injury or death which is not caused by deliberate acts of gross negligence on the part of the University or its Managing Agent.

22. Tenant accepts the responsibility for any loss, damage, or theft of personal property belonging to the tenant or complex, as well as for damages to the structure, fixtures, and household furnishing owned by the University, over the normal wear and tear, that may result from an act or omission of the tenant, members of the tenant's family, or tenant's guest(s).

### **BUILDING MAINTENANCE AND REPAIR**

1. Alterations, installations or repairs shall not be made to the interior or exterior surfaces of the building, including lanais, without prior written approval of the Managing Agent. Putting up decorations or signs of any kind to exterior walls is also prohibited to avoid marring or damaging the

outer surface and to ensure its life expectancy.

2. Damage to property, other than normal wear and tear, is the financial responsibility of the tenant. The University shall repair damages caused by breaks in the main utility lines. In the event the tenant causes damage to another apartment or other areas, the tenant shall be financially responsible for all necessary renovations and repairs.
3. Tenants are responsible to replace burnt out light bulbs and fluorescent lamps in their apartments.
4. Tenants are responsible for promptly reporting water leaks and evidence of termite, insect or rodent infestation to the Resident Manager.
5. Requests for repairs and maintenance shall be submitted via email or in writing to the Resident Manager during regular work hours.

### **EMERGENCY**

1. Requests for emergency repairs such as flooding in an apartment, gas leak in refrigerators, etc. should be brought to the immediate attention of the Kau‘iokahaloa Nui / Kau‘iokahaloa Iki Resident Manager @ 988-2974 or cellular phone @ 284-3575 or the Wa‘ahila Resident Manager @ 957-3067 or cellular phone @ 284-3571. If the Resident Manager is not available, call 911 and/or Campus Security 956-6911.
2. In cases where the service of the Fire Department, Police Department or Emergency Medical Service is required, tenant shall call the Police at 911 directly and report the emergency. In addition, tenant should immediately inform the Kau‘iokahaloa Nui / Kau‘iokahaloa Iki Resident Manager at 988-2974 or cellular phone at 284-3575, the Wa‘ahila Resident Manager at 957-3067 or cellular phone at 284-3571, and Campus Security at 956-6911 of the emergency.

### **KITCHEN COUNTER TOPS**

In order to minimize wear and tear on countertops, please use cutting boards and trivets or potholders for hot pots, pans, etc.

## **FURNITURE AND FURNISHINGS**

Furniture and furnishings provided by UH shall be maintained by tenant on a regular basis. All furniture provided by UH shall remain in place and be used for its intended purpose. They may not be removed from the unit's interior. Any breakage should be reported immediately to the Resident Manager and the cost of the repair shall be borne by the tenant if damage is determined to be beyond "normal wear and tear."

## **FLOOR AND CARPET CARE**

The vinyl floor sheeting located in the entry, kitchen and bathroom are porous and easily pitted. Please use caution when moving heavy objects across the floors. For regular maintenance of vinyl floors, recommend mopping and waxing occasionally using water-soluble wax to hold its luster. For carpet areas, recommend to vacuum regularly and to wipe up liquid spillage immediately to prevent permanent stains and damages.

## **APPLIANCES**

1. Please read and follow the brochures on the maintenance of your refrigerator, electric range and exhaust hood, and disposal to keep them in good operating condition.
2. Your refrigerator may be cleaned using a mild solution of baking soda or soap. Do not use abrasive material or cleanser to clean the refrigerator, electric range or range hood.
3. Do not overload your garbage disposal. Hard and stringy matter such as bones, meat, corn cobs, pineapple rinds and crowns, broccoli stems, celery, rags etc., should not be placed into the disposal. Be careful not to allow rice and cooking oil or grease to enter drains to avoid clogging. Always grind food waste with a strong flow of cold water. Let cold water and disposal run for about 20 seconds after grinding is completed to ensure that all waste is flushed away. This will help to reduce drain stoppage and any objectionable odors.

4. Inform the Resident Manager promptly of any malfunction or damage to electrical appliances.

## **KEYS**

If a key is lost, please report it immediately to the Resident Manager. Duplicate keys may be obtained from the Resident Manager. Do not have your keys duplicated. Tenant will be responsible for the cost to re-key locks and to replace lost keys. Tenant shall be responsible for damages in the event forced entry is necessary for emergency.

*Reminder: For safety reasons, any tenant or guest who is not registered with the Resident Manager shall not receive lockout services or standard repair services, except for emergency repairs when the health and safety of the tenants are threatened.*

## **OCCUPANCY AND GUESTS**

See “Definitions” of terms on Page 1.

1. Whenever the tenant is away for two or more weeks, the following shall apply:

- a. The tenant shall notify the Resident Manager of the time period the apartment will be left vacant.
- b. The tenant must inform the Resident Manager the names and contact numbers of guests and the duration of their stay in the apartment while s/he is away.
- c. The tenant shall continue to be responsible for the rent while s/he is away. The University and its agents will not be responsible for collecting rent from guests.

2. If the tenant is away from the apartment for three months or longer, approval to continue renting must be obtained from the Director of Auxiliary Enterprises.

3. If the tenant fails to obtain prior written approval from UH for guests staying in an apartment for more than three months while s/he is away OR for a lapse in occupancy by the tenant longer than three months, the lease shall be terminated and all persons residing in the apartment shall vacate the apartment within thirty (30) days of notification of lease termination.
4. The tenant is responsible for the reasonable conduct of guests and their compliance with house rules.
5. Tenants shall provide the Resident Manager with the name and contact number of a designated person who will be responsible to check the apartment for break-ins and maintenance problems while tenant is away.

### **LANAIS**

1. The tenant is not allowed to use open flames, hibachis or charcoal grills of any kind whatsoever in any apartment, on lanais or in the hallways because of safety reasons. Barbecuing is only permitted on the open grassy areas on each side of the apartment buildings.
2. Tenants shall be considerate of neighbors when watering plants and sweeping and mopping lanais.
3. All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments or the common elements.
4. Appropriate furniture is allowed on lanais and any unsightly or obstructing items shall be removed by tenant upon the request of the Resident Manager.

### **PARKING AND PARKING STALLS**

1. Tenant shall park his/her vehicle(s) in the assigned parking stall(s) and shall abide by all of the parking regulations set forth in the lease agreement. Vehicles may not be parked on roadways immediately fronting the parking stalls, or driven across or parked on the lawns. Vehicle(s) in violation of the parking regulations are subject to be towed away at the owner's expense.



2. Major vehicle repairs such as changing of oil, flushing radiators, or painting of vehicles are not permitted. Minor adjustments such as tuning, plug change, tinkering or polishing are permitted only in assigned stalls and only if the property is cleaned up following such work. Each tenant shall be responsible for cleaning all oil and grease buildup. If oil buildup is noted, tenants will be notified to clean their parking stalls and will be given two weeks to comply with the request. If the tenant takes no action and the Resident Manager finds it necessary to clean the area, the tenant will be charged accordingly.

3. Motorcycles and mopeds shall not be kept in the apartments but parked in the area so designated by Resident Manager.

4. For the safety of all concerned, the use of skateboards, roller blades, scooters, children's bicycles and similar items are prohibited on the blacktop and concrete driveway and parking stall areas, with the exception of bicycles being used for egress and ingress.

5. A limited amount of parking stalls is available for visitors and guests of tenants. Visitors and guests are permitted to park vehicles only in spaces marked "Visitor Parking". Tenants can secure temporary and overnight parking for their guest's vehicle upon registering the vehicle with the Resident Manager.

6. The speed limit in the complex is 5 mph.

### **PETS**

1. Pets are not permitted on the premises as a resident or as a guest. Exceptions are made for certified seeing-eye dogs, certified signal dogs or service dogs that are required as an accommodation for a person with a disability.

2. Tenants are advised not to feed stray cats.

3. Feeding of birds is prohibited.

## **LAUNDRY FACILITIES**

1. The laundry facilities and area shall be used only by tenants. Only low-suds detergents may be used in washing machines. Tenants shall be responsible for cleaning areas used including dryer vent screens. Please report mechanical defects and breakdowns of washers and dryers to the Resident Manager.

- For Kau`iokahaloa Nui – The laundry facilities may be used 24 hours, seven days a week, except for periodic closures for equipment maintenance and cleaning. Tenants will be given advanced notice of these closures.
- For Wa`ahila – The laundry facilities are from 8:00a.m. to 9:00p.m. Dryers and washers may not be operated after 9:00p.m.

All washer and dryer loads shall be promptly removed upon completion of the cycle. Any loads not removed may be removed by any person desiring to use the unattended machine. Laundry left after the facility is closed will be stored in an open basket in the laundry room for retrieval the next day. Laundry abandoned for more than 10 days may be removed for donation to charity. The rules are posted in the laundry room and shall be complied with.

2. The last person leaving the laundry room, day or night, shall turn lights off to conserve energy and lock doors for safety.

3. Mopeds, bicycles, motorcycles, etc., are not permitted in the laundry facilities.

## **NOTICE TO VACATING TENANTS**

1. An "Intent to Vacate" form should be filed with the Managing Agent office at least sixty (60) days prior to the first day of the month that the tenant intends to move out of the faculty housing apartment. This requirement applies whether a tenant moves out before the lease expires or at the end of the lease term. Only written vacating notices will be accepted.

2. A reasonable amount of wear and tear is expected in the apartments, and tenants will not be charged for this expense. However, any unusual breakage or damage found will be the responsibility of the tenant. The unusual damage and breakage assessment will be based on the condition of

the apartment and furnishings as noted in the original check-in sheet and compared with the physical inventory conducted during the checkout inspection. Unusual repairs include, but are not limited to, replacing broken window glass, screens, missing or broken appliance parts, and repairing marks, holes, or other extraordinary damage to walls, ceilings, or fixtures. When the “Intent to Vacate” form is submitted, the residence manager will provide the exiting tenant with an inspection check list, cleaning costs, and a copy of the original move-in check list.

3. The refrigerator must be completely emptied and temperature control dial set to the lowest indicator. The garbage disposal should be free of foreign materials such as bones, seeds, etc.

4. Checkout inspection will be conducted for all vacating tenants. The inspection will be conducted as follows:

- a) After tenants have removed all personal property from the apartment and all that remains are the original furnishings and appliances.
- b) After trash, including newspapers, bottles, food items, etc., is removed from the apartment.
- c) After the refrigerator has been emptied and the garbage disposal cleared of all foreign materials. The refrigerator should be set to the lowest temperature control dial.
- d) Check-out inspection will be conducted with the tenant or the tenant’s representative present.
- e) Check-out inspections will be scheduled for the hours between 8:30 am to 4:30 pm on weekdays or 8:00 am to 12 pm on Saturdays. No check- out inspections will be conducted on Sundays or Holidays.

5. The Resident Manager or his representative will conduct the final check-out inspection when the tenant is prepared to release the apartment keys to the Managing Agent.

6. Rental charges are calculated up to and including the day the keys of the apartment are returned to the Resident Manager upon checkout.

7. Personal property left on the premises shall be deemed abandoned, and the University may take possession and dispose of such property, and deduct the related expenses from the tenant’s security deposit.

## **VIOLATION PROCEDURES**

Whenever possible, the Resident Manager will discuss verbally with tenants any violations of rental agreement and House Rules that come to his/her attention. This discussion should be followed up with an official written notice of violation to the tenant if the matter is not resolved within the appropriate timeframe.

1. Violations of House Rules that pose health and safety risks must be corrected immediately. Failure to address such violations may result in a notification to evict within 30 days from receipt of notice.
2. Other violations of the rental agreement and House Rules must be rectified within 10 days of receipt of notice. Notifications of violations will be given in writing with a copy emailed to the tenant.
3. If the tenant fails to correct violations within 10 days of receiving written notification, the tenant will receive a second written notification with email copy and given an additional 10 days to remedy the violation.
4. If the tenant fails to rectify violations after the second notification, the rental agreement may be terminated within 30 days of receipt of the second notice.

ADDENDUM 1  
TO  
UNIVERSITY OF HAWAI'I  
FACULTY HOUSING  
HOUSE RULES  
Effective: March 28, 2008

1. Plants on premises are permitted as follows:
  - a. Potted plants with drip pans to prevent roots from embedding into the soil may be set on graveled/concrete areas designated and provided by UH.
  - b. Plants in soil in limited common areas of Kau'iokahaloa Iki shall be upon approval of UH Landscaping Committee who will determine their acceptable placement and management.
  - c. All plants shall be subject to the following:
    - 1) Permitted plantings shall be from the list of endemic/native Hawaiian plants found at:  
<http://www.botany.hawaii.edu/faculty/carr/natives.htm>
    - 2) Prohibited plantings may be found at:  
[http://www.botany.hawaii.edu/faculty/cw\\_smith/aliens.htm](http://www.botany.hawaii.edu/faculty/cw_smith/aliens.htm)
    - 3) An annual inspection conducted by the landscaping contractor, the UH Landscape Committee, or an arborist shall determine the acceptability of the plants as to species and plant management. If deemed unacceptable, Tenant shall comply with the inspection recommendations.

ADDENDUM 2  
TO  
UNIVERSITY OF HAWAII  
FACULTY HOUSING  
HOUSE RULES

Effective: January 8, 2010

*Supersedes Violation Procedures in House Rules dtd 09/07/07*

## **VIOLATION PROCEDURES**

### **Health and Safety Violations:**

If resident manager is witness to or has knowledge of and/or a complaint is reported either verbally or in writing of a health or safety violation that may cause injury to others, affect the health of others such as pets or unhealthy conditions in the unit, or jeopardize the safety of others by creating conditions that may cause fire, accidents, or other hazardous events, the following shall apply:

1. Written Violation Notice. A written violation notice shall be issued for immediate correction and Tenant shall be informed that failure to correct violation may be cause for termination within 30 days of violation notice.
2. Discussion. If Tenant corrects violation so no immediate health or safety issue is in question, resident manager shall meet with Tenant soon after the correction is made to discuss the seriousness of the violation and have him/her acknowledge in writing that another violation of that same nature shall be cause for immediate lease termination.
3. Lease Termination Letter. If a second violation of the same nature occurs, Tenant shall be notified that his/her lease has been terminated and the unit must be vacated no later than 30 days from receipt of the notice.

### **Other House Rules Violations:**

If resident manager is witness to or has knowledge of and/or a complaint is reported either verbally or in writing of a violation that is not a health or safety issue, the following shall apply:

1. Discussion. Resident manager shall discuss infraction with the Tenant and have Tenant acknowledge the discussion and the resolution in writing. If Tenant refuses to acknowledge the discussion and resolution in writing, resident manager shall submit notes to file recounting the date, discussion, resolution, and Tenant's objection in acknowledging discussion.
2. First Written Violation Notice. If violation is not corrected within 10 days of discussion date, a first written violation notice shall be issued for correction within 10 days of receipt of notice.
3. Second Written Violation Notice. If violation is not corrected within 10 days of receipt of the first written violation notice, a second written violation notice shall be issued informing Tenant that lease may be terminated within 30 days of date of second notice if correction is not made within 10 days of receipt of notice.
4. Lease Termination Letter. If violation is not corrected within 10 days of receipt of second notice, a lease termination letter shall be issued requiring Tenant to vacate unit no later than 30 days from date of second notice.
5. Recurring Violations. If Tenant receives two (2) First Written Violation Notices for the same provision in the House Rule, Tenant shall agree and acknowledge in writing that a third First Written Violation Notice of the same provision in the House Rule is cause for lease termination. If a third First Written Violation Notice of the same provision in the House Rule occurs, Tenant shall be notified that his/her lease has been terminated and the unit must be vacated no later than 30 days from receipt of the notice.

ADDENDUM 3  
TO UNIVERSITY OF HAWAII  
FACULTY HOUSING  
HOUSE RULES

Effective: October 30, 2020

Supersedes General Rule 18 in the House Rules  
dated September 7, 2007

18. The installation of portable air-conditioners are allowed. Provided that:

- a. The tenant accepts full responsibility for the costs, installation, maintenance (routine or otherwise), and the unit's removal.
- b. The tenant shall be responsible for any damage caused by the portable air-conditioner.
- c. The tenant shall be responsible for making and restoring any modifications to the unit's windows to install the portable air-conditioner.
- d. All air-conditioners are of the type that uses condensation to aid in cooling rather than eliminating condensation through a drain tube.
- e. The tenant shall ensure that the air-conditioner does not create noise at a level that causes any inconvenience to other tenants.
- f. For tenants at Waahila, they shall notify the Resident Manager prior to installation. The tenant will be assessed a monthly fee for the estimated cost of electricity based on the size of the air-conditioner and the manufacture's specifications.