

CHAPTER 9: APARTMENT-SPECIFIC RULES

9.1 RULE PRECEDENCE

9.1.1 CONFLICTS WITH OTHER STANDING RULES: Where these rules come into conflict with other Standing Rules, these Standing Rules shall take precedence for all apartments within the ICC. Generally, though, these rules are intended to supplement the other membership rules; if not in conflict with this section, the other membership rules are applicable to ICC apartment houses.

9.2 ACCEPTANCE AND AVAILABILITY

9.2.1 MINORS: Minors who are not college students shall be prohibited from living in ICC apartments.

9.2.2 SQUATTER'S RIGHTS:

9.2.2.1 Residents have squatter's rights on specific apartments for up to three years. To exercise squatter's rights, members must have lived in an ICC apartment for at least the previous Fall and Winter term. Non-students must be voted into the house each year.

9.2.2.1 Current residents of an apartment shall have priority over all other to continue in their present apartment. This includes any members who have more seniority.

9.2.3 APARTMENT-MATES: Current residents may fill spaces in their multiple occupancy apartments as they wish, provided they first make a good faith effort to fill those spaces with current or former NASCO members, except in the case of sub-letting (see SR 9.6).

9.2.4 HOMESTEAD RESERVATION: Current apartment house members may homestead for their apartment or for any apartment in the house provided that the current resident(s) is(are) vacating the apartment.

9.2.5 SENIORITY: Prior to the Homestead Deadline, prospective members shall be put on a waiting list. When the Homestead Deadline expires, prospective members on the waiting list shall pick apartments according to seniority.

9.2.5.1 Seniority shall be determined by the following categories (Students' shall be defined according to SR 4.1.4.1):

- A. Current ICC members who are students
- B. Current ICC members who are not students and former ICC members who are students
- C. Former ICC members who are not students
- D. Other NASCO members who are students
- E. Other NACSO members who are not students
- F. Applicants with no co-op experience

9.2.5.2 In each category seniority shall be determined by the number of terms they have lived in the ICC. Spring and Summer counting as 1/2 term each. In the case where ICC member have exactly the same priority ranking, preference shall be given to the person who applied first.

9.2.5.3 In the event that the prospective members wishes to reside in another ICC house if they do not receive an apartment their space shall be held in one house for up to two weeks past the homestead deadline.

9.2.5.4 After all people on the waiting list have been given an opportunity to sign a contract any remaining apartments shall be available on a first come first serve basis.

9.3 MID-CONTRACT VACANCIES WITHIN AN APARTMENT

9.3.1 LIABILITY FOR CHARGES: All members shall sign a "joint and several clause" within the lease for their apartment, and hence each member shall be responsible for the ICC charges for the apartment if for any reason part of it should become vacant. The only exception to this is in the case of ICC charges in an expulsion (see SR Chapter 6).

9.3.2 FILLING THE VACANCY: Mid-contract vacancies shall be filled in the same manner as all other vacancies (see section 9.2).

9.4 CHARGES:

The Board, as part of the budgeting process, shall set ICC charge percentage amounts for each apartment. The ICC shall choose the sum of ICC charges for the house such that the apartment rates are about the same percentage below market rate than Central Campus Fall/Winter doubles. Individual apartment charges will be determined by the apartment percentage times the total ICC Charges. The house will then add on house charges where appropriate. (12/94)

9.5 CONTRACT TERMS AND REQUIREMENTS

9.5.1 CONTRACT PERIODS: All apartment contracts shall run for twelve months.

9.5.2 MAXIMUM TENURE: No member shall be permitted to sign a contract for a particular apartment house for more than three consecutive years, unless the house is not full by April 15. Exceptions can be made by a decision of the membership committee for students who have to finish their study (only one-year extensions). (29/99)

9.6 SUB-LEASES:

9.6.2 DEFINITIONS:

6.6.2.1 Sub-Lessor: a current member offering their apartment or spot in an apartment for sub-lease for a period of time no greater than four months.

6.6.2.2 Sub-Lessee: any person who occupies the apartment of a member of a house as a short-term member.

6.6.2.3 Sub-Lease: a short-term membership agreement that allows a sub-lessee to occupy an apartment in that house for a period of time no greater than four months.

9.6.3 ACCEPTANCE AND SUB-LESSOR RESPONSIBILITIES

9.6.3.1 Sub-lessees shall sign sub-leases for the period of their occupancy, and pay charges directly to the house treasurer, but the sub-lessors shall remain primarily liable for the full charges on their leases, including any special assessments levied on the membership. The sub-lessors' apartment deposits and member shares shall be left with the ICC until their original contracts expire.

9.6.3.2 Sub-leases shall not be made for any period of time longer than four months.

9.6.3.3 Sub-lessors shall be responsible for any additional debts incurred by the sub-lessees to the house as if the sub-lessors had done the things or contracted the debts. However, the house shall make every reasonable effort to collect such sums from the sub-lessees.

9.6.3.4 The voting rights of the sub-lessor shall be suspended for the period of the sub-lease that the sub-lessee pays the charges due. The sub-lessor shall not be counted in the quorum necessary for a house action.

9.6.3.5 If the sub-lessee abandons the apartment or is expelled, then the sub-lessor shall re-assume voting rights from the date of the abandonment or expulsion.

9.6.3 SUB-LESSEE RIGHTS AND RESPONSIBILITIES:

9.6.3.1 The sub-lessee shall have all the rights and responsibilities of other members, including the right to hold office and vote on all motions.

9.6.3.2 The sub-lessee has no right to extend the sub-lease.

9.6.3.3 The sub-lessee shall be counted towards quorum necessary for a house action.

9.6.4 SUB-LESSEE OBLIGATIONS: The sub-lessee shall:

- A.** Sign a short-term membership agreement and pay a short-term membership fee of \$25.
- B.** Pay all charges and assessments promptly and directly to the house treasurer.
- C.** Shall deposit, if requested by a majority of the house, a charges pre-payment with the house treasurer, in an amount to be determined by a vote of the house, but not to exceed the amount of the sub-lessee's full charge liability for the duration of the sub-lease. (58/03)

9.7 DOGS

9.7.1 Dogs will be allowed in apartments under the following conditions:

- A.** Each dog shall have one owner
- B.** There will be a maximum of one dog per apartment

- C.** Each dog will be fully inoculated and fed indoors
- D.** Owners shall be responsible for any and all damages done by the dog to the house. The house shall be responsible for monitoring the condition of the apartment before and after the dog.
- E.** At no time shall the dog be off leash in any interior house common space
- F.** Before getting a dog the owner shall be required to put down a \$75 damage deposit at the ICC
- G.** The owner of the dog shall purchase a renter's insurance policy with a liability clause that covers the dog. The ICC shall verify proof of insurance
- H.** All dogs must be approved by the house on an individual basis
- I.** If the dog becomes a problem with consideration to damage, noise, violent or aggressive behavior, etc. the ICC or the house has the right to require the dog to leave.