

**Division of Campus Residences
Terms of Occupancy
2019 - 2020**

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I. Introduction

A. Residential Buildings

These Terms of Occupancy are in effect for all University Apartments/Residence Halls and Southampton Residences.

B. Non-Discrimination Policy

Consistent with Federal and State guidelines, Stony Brook University does not discriminate on the basis of any protected class including race, religion, sex, sexual orientation, gender identity, color, national origin, age, disability, marital status, and veteran status, disabled veteran status in its educational programs/activities or in employment.

Pursuant to Title IX of the 1972 Education Amendments, Stony Brook University does not discriminate on the basis of sex; prohibited sex discrimination includes sexual harassment and/or sexual violence. Complaints of suspected violations of this policy should be made to the Title IX Coordinator, please visit [here](#) for more information.

C. General Policies

1. The offer of on-campus housing is a privilege and not a right. This document creates a license to use on-campus housing and is not a lease. Occupancy in on-campus housing implies acceptance by each student of the terms set forth below.
2. Using established procedures, the University has the right to suspend or withdraw accommodations, guest privileges or access to a campus residence to any person(s) for violations of these regulations, for health and safety reasons, or for nonpayment of bills. In addition, the University may seek financial or other restitution for loss or damage to apartment/residence property.
3. Through the provisions listed herein, the University reserves the right to conduct inspections to ensure the health, safety, and general welfare of University community members, and/or the physical security of University property.
4. The University, including University Police, reserves the right to enter and inspect residential quarters without advance notice, including individual bedrooms and common areas, on receipt of a complaint of unauthorized activity or a violation of the Code of Student Responsibility. Personnel from the Division of Campus Residences, as well as emergency personnel, may access residential quarters in the event of an emergency (e.g. fire alarms, fires, floods) to complete maintenance requests, to prevent harm or damage to persons or property, and/or to enforce provisions of the *Terms of Occupancy*. Residents may not refuse access to maintenance or professional staff members, presenting or displaying University ID, in exercising their assigned responsibilities. During emergencies or when responding to maintenance or custodial related issues, staff may enter residential areas without having provided notice to the occupants.
5. Upon residency, the student must carry apartment/room/suite key(s) and ID/access card at all times and provide such ID when requested by University staff member.
6. The existence of other sets of rules governing social behavior within the on-campus housing community is presumed. In addition to adherence to these Terms of Occupancy, students must comply, and should become familiar with, the Apartments and Residence Halls Eviction Procedures, the [Code of Student Responsibility](#), and the [SUNY Rules for the Maintenance of Public Order](#).
7. The University **shall not be liable** to any injury to the resident(s) or guest(s) or damages to any personal property caused by water, rain, fire, steam, sewer, pipes, plumbing, stoves, refrigerators, laundry machines, dryers, or anything else that is beyond the control of the University.

8. Liability for risks or injury and/or damage to personal property are expressly assumed by the resident. It is strongly recommended that each resident obtain appropriate insurance for personal property.

II. Occupancy Guidelines

A. Eligibility

1. General Eligibility

- a) The offer of on-campus housing is extended to full-time matriculated students who are eighteen (18) years of age or older, or who will attain the age of eighteen within their first two semesters of enrollment at Stony Brook University.

Note: Although Stony Brook University does not typically provide on-campus housing for students who enroll at the age of 17 but will not turn 18 years old until after their first year of studies have ended, such applicants may contact the Associate Director of Residential Programs for Administration and Services, at 631-632-6750 or reside@stonybrook.edu to request special consideration for on-campus housing. Students under the age of 17 at the time they enroll are not considered for on-campus housing.

- b) In order to reside on campus, students must maintain their eligibility during the entire Fall and Spring academic semesters. During summer session, you need to be enrolled or returning as a student for the fall semester.
- c) Any change in eligibility status (e.g. from full-time student to part-time student, from student to non-student, or from undergraduate to graduate student) may result in relocation or termination of on-campus housing. Residents who terminate enrollment for any reason, including graduation, must vacate their assignment within 72 hours of the date their enrollment terminates.
- d) The maximum number of semesters a student is eligible to reside on campus is eight semesters for someone admitted as a first-year student and six semesters for someone who is admitted as a transfer student
- e) Students who wish to reside in Chapin, Schomburg, or West Apartments Building I must be full-time matriculated students enrolled in a graduate studies program, or undergraduate students who are married, living in a domestic partnership, or have a dependent child (allowed to live in Chapin Apartments only).
- f) Stony Brook University is not permitted to classify students according to race, religion, national origin, disability, sexual orientation, or gender identity. Assignments cannot and will not be made or changed based on these factors.

2. West Apartments, Chávez Hall, and Tubman Hall Eligibility

- a) Students must have 57 or more credits that includes the current semester enrollment;
- b) Students must have a cumulative Stony Brook University GPA of 2.75 or greater;
- c) Students must be in good conduct standing with the University (see below)

All criteria must be met and eligibility must be continually maintained through the residency period. Acceptable conduct history at the University: students that are on residential or disciplinary probation may be ineligible to reside in West Apartments, Chávez Hall, and Tubman Hall. If a student at the time of housing selection is on residential or disciplinary probation with the university they will be ineligible to select West Apartments, Chávez Hall, and Tubman Hall.

Loss of eligibility may result in reassignment to a space in a traditional residence hall or loss of on-campus housing.

3. Graduate Student Eligibility

The University cannot guarantee on-campus housing to all students. Priority for on-campus housing will be given to first time graduate students who submit their housing request and room deposit by May 15th.

4. Family Housing Eligibility

One and full two bedroom apartment units are designated for use by single heads of household, married couples, domestic partners, and their dependent children only. Family housing is limited and not guaranteed. This is especially true for families who require a two bedroom apartment.

Applicants for family housing must provide two or more of the following documents to prove marriage, domestic partnership, or financial interdependence while sharing the same living domicile for a minimum of six months:

- a) Marriage/Domestic Partnership (two [2] or more of the following are required):
 - (1) Marriage License
 - (2) Joint Credit Card with Joint Bank Account (only both will be accepted)
 - (3) Joint ownership of property with joint utility bills
 - (4) Lessor verifying that the joint couple has lived together at least six (6) months

- b) For Dependent Children (one [1] or more of the following is required):
 - (1) Birth Certificate
 - (2) Legal Guardianship Documentation
 - (3) Adoption Certificate

Family Housing Assignments/Safety

- c) Residents in family housing residing with Campus Residences authorized non-student occupants (e.g., domestic partners, dependent children, spouses) assume full responsibility for the actions of their non-student occupant. This may include liability for the cost of property damage caused by such occupants and/or any campus conduct referral instituted as a result of their behavior.

- d) All non-student occupants must pass an annual background check (criminal and sex offender) at a cost covered by the enrolled student.

- e) All families with children who reside in University housing will be assigned to Chapin Apartments.

- f) Families with two adults living with one child under the age of five are permitted to share a one bedroom apartment. The child must sleep in the bedroom and no bedding is permitted in the living room/common area of the apartment.

- g) Single parents with a child are permitted to share a one bedroom apartment with their child, regardless of the child's age. This is permitted as long as only one adult is occupying the apartment.

- h) Families with two adults living with a dependent child who is age five or older, or have two or more children residing, must occupy a full two bedroom apartment.

- i) Parents should be advised that their children should not be left unattended, or else risk a conduct referral. Specifically, if/when using a portable plastic and/or inflatable children's pool, children must be supervised at all times. The University shall not be responsible for or liable to the resident(s) or their guest(s) for injury to any person using such items. We also require that when pools are not being used, the owner of the pool empty all water and store the pool in a safe place.

5. Accommodations for Disabilities

Any medical or physical related issues that require special housing accommodations must be brought to the attention of the Student Accessibility Support Center. Modification of housing will be processed based on recommendations from that office

B. Continuing, Changing, and Revoking of Housing Agreement

1. A continuing resident will be allowed to renew their housing agreement on a space available basis, according to published policies at the time of the renewal request. Academic responsibilities or obligations, such as an internship or research that extends for one semester or longer, that require the student to be away from campus may serve as reasons for a resident to terminate their housing agreement without financial penalty. There is no guarantee that accommodations will be available should a student re-apply for housing. Only residents in good financial standing will be permitted to participate in the annual room selection process.
2. For residents of Chapin, Schomburg, and Graduate Housing in the West Apartments, housing rates are based upon 12 months of occupancy, from June 1st through May 31st of each year. In March/April of each year, residents who intend to renew their housing for the following year participate in the online Room Selection process. Graduate students have two options for renewing their housing:
 - a) A full year housing agreement: June 1st through May 31st of the following year. Graduate students must pay rent during the summer months, regardless of whether they intend to physically occupy the space during that time.
 - b) Short term housing agreement: June 1st through July 15th of that year, with no extensions possible beyond July 15th. Students who request a short term agreement may only renew into their current space. If that space is not available, short term housing will be available in the West Apartments, only.
3. For residents of West Apartments Undergraduate Housing, Chávez Hall, Tubman Hall and all other residence halls, housing rates are billed by semester. Residents who renew their housing agreement during Room Selection are responsible for rent for the Fall and Spring semesters. Summer housing is available as a separate application process.
4. If the continued presence of a student would constitute a danger to the student, or to the safety of persons, or to the property in the apartments/residence halls, or would pose a threat of disruptive interference with the normal conduct of apartment/residence hall activities and functions, or if otherwise warranted due to the seriousness of a student's behavior, the University may suspend the student's privilege of on-campus housing.

C. Assignment, Arrival, Check In/Check Out

1. Room Assignment

Upon arrangement of a housing agreement, residents will be assigned a space and a date to move in. Residents in specialty academic housing such as Honors College, Women in Science and Engineering, University Scholars, and High Achieving Business will be assigned to designated residence halls.

2. Room Assignment Hold

Room assignments will be held until 5:00 pm of the first day of classes, or until 5:00 pm of the day an assignment is given, whichever is later. Late check-ins may be requested through the Area/Quad Office. Failure to obtain approval for a late check in will result in the forfeiture of assignment.

3. Check In

- a) Billing begins on the first day of the housing agreement, regardless of whether physical occupancy of the space is also taken at the same time. Billing continues until the end of the housing agreement specifically the end of Spring Term for Undergraduate students

(who are billed on a semester basis) or June 1st for Graduate / Family residents (who are billed monthly for their space).

- b) Staff have assessed the space prior to your arrival to submit work orders and address issues. Upon occupancy of an apartment/room/suite, the resident(s) should make an initial inspection of the premises and furnishings. Within the first week of occupancy, residents should communicate any concerns to Residential Programs Professional staff.
- c) Continuing 12 Month Graduate and Family Housing residents who renew housing to a different assignment between two agreement years will have a staggered move schedule. These residents need to be available during the last week of May through mid-June to complete the room change for when their new assignment is ready.

4. Check Out

- a) To properly check out, a student must completely remove personal property and clean the space. They must report to either the Area/Quad Office or Apartment Office/Residence Hall to return the key to a professional staff member or a Resident Assistant. A Residential Programs professional staff member will assess any damages.
- b) Residents are also offered the Express Checkout option as a checkout procedure. For the Express Checkout option, obtain an Express Checkout envelope from the Area/Quad Office or Apartment/Residence Hall Office. Once all personal property is out of the apartment/room/suite, lock the door, complete the form in its entirety, and place keys in the attached envelope. Place the envelope in Express Checkout box, which is located outside the respective Area/Quad Office or Apartment/Residence Hall Office. Express check-outs waive the right to appeal any damage charges.
- c) Upon leaving, any resident who fails to check out through either of the above procedures shall be assessed the current fees for failure to return room key(s) and improper checkout. In addition, the resident will continue to accrue, and be responsible for, rent charges through the date the University determines the space has been vacated. Additionally, the resident will be responsible for damages that may occur to that apartment/room/suite. All residents are expected to check out by the posted closing time on the last day of their housing agreement.
- d) Items for which charges may be assessed include, but are not limited to:
 - (1) Labor and material costs to clean or repair apartments/rooms/suites that are not returned in the same condition as when the student took occupancy. Reasonable wear and tear is an exception.
 - (2) Nail/pinholes and other decorating damages, which includes damage from adhesive materials
 - (3) Scarred and/or broken furniture
 - (4) Soiled, stained and/or damaged carpets
 - (5) Burns/scorching of any kind
 - (6) Damage to walls, wood, metal surfaces, countertops, screens, doors, etc., beyond normal wear and tear
 - (7) Cost of removal of debris and/or personal items left behind from interior and/or exterior of apartment/room/suite
 - (8) Failure to return key(s) issued by the University

D. Voluntary Room Change

As a campus committed to promoting diversity, room change requests that are based on the lack of tolerance for others because of race, creed, color, disability, national origin, religion, sexual orientation, status as a disabled or United States veteran, will not be considered or approved. Published procedures must be followed when requesting a room change.

1. During published periods when room changes are permitted, residents may request a room change through their respective Area/Quad Office. Room change requests must be approved by the RHD/AC of the building(s) for the original and requested rooms.
2. During the academic semester, room changes are considered only when moving between spaces with identical rates.
3. Residents who move without prior approval will be directed to return to their assigned space, will lose their room change privileges until the following semester, and may be referred to Community Standards
4. First year students may request a room change within their assigned Undergraduate College, only

E. Consolidation

Residents who live in an apartment/room/suite that is not filled to design capacity may be relocated. The University reserves the right to consolidate residents upon notice (a minimum of 24 hours, unless extenuating circumstances exist).

F. Unassigned Space

Residents residing in apartments/rooms/suites not assigned at full occupancy must ensure that the unassigned space and furniture remain vacant for resident placement. Current residents must maintain all appropriate shared spaces (e.g., cabinets, refrigerators, storage closets) to be available for equal access by any new resident assigned to the space.

G. Guest Policy

1. Responsibility

Residents hosting guest(s) assume full responsibility for the actions of their guest(s), regardless of whether the guest has been formally registered, and regardless of duration of visit. This may include liability for the cost of property damage caused by a guest and/or any campus conduct referral instituted as a result of guest behavior. For additional guidelines on the University guest policy, please refer to the Code of Student Responsibility.

2. Late Night/Overnight Guests

- a) Residents are permitted to host overnight guests, which is any person or persons remaining in a residential community between the hours of 11:00 pm and 9:00 am. Residents seeking to host a late night/overnight guest must follow all published procedures. Procedures are available within each residential building from the Area Coordinator/Residence Hall Director, or their designee. This policy applies to on-campus residents not assigned to the space, non-resident guests, non-students, and all other affiliates/non-affiliates.
- b) Only late night/overnight guests whose hosts have followed the published procedures are permitted to stay in a residential facility. No individual may be a late night/overnight guest for more than three (3) nights in any seven (7) day period, and a maximum of six (6) nights in any thirty (30) day period.

3. Limitations

- a) Permitted guests may not become another resident's guest as a means of extending their visit or as a means of living on campus.
- b) Guest frequency may not be used as a means of obtaining on-campus housing without being assessed housing fees. Individuals found living on campus without a valid housing agreement will be billed for the space retroactively back to the last date the space was occupied. Residents may be denied guest privileges, be referred to Community Standards, and/or billed restitution for the cost of the period of unauthorized residency.

- c) A guest may not occupy an apartment/residence hall bedroom or apartment/suite common area in the absence of the assigned occupants of the room.
- d) Each resident of an apartment/room/suite may host no more than two guests. Total occupancy may never exceed twice the number of residents assigned to that space. For example, a six-person suite may be occupied by a **MAXIMUM** of 12 persons total.

4. Refusal of Guest Status

A guest may be denied permission to be a guest in the future by University officials based on behavior that includes, but is not limited to, posing a potential threat to students and/or the University, or is otherwise in violation of the [Code of Student Responsibility](#) or [Rules of Public Order](#). The guest shall be informed of that reason when they are asked to leave the halls. Guests who have been denied authorization in one residential community may not request guest status in another residential community.

- 5. For additional guidelines on the Guest Policy, please refer to the Code of Student Responsibility.

H. Unauthorized Occupants or Trespassers

Facilities not authorized for sleeping quarters may not be used for that purpose without the consent of the Assistant Vice President for Campus Residences, or their designee. Any person doing so will be considered a trespasser. Unauthorized occupants shall be subject to a charge at the prevailing daily rate for a comparable space during the entire period of improper occupancy and may be subject to criminal and/or conduct proceedings as well. Public spaces that are not authorized sleeping quarters include, but are not limited to: unoccupied residential rooms/spaces, lounges, recreation rooms, laundry rooms, storage areas and classrooms.

I. Subletting

Graduate and Family residents of Chapin, Schomburg and West Apartment I Building have 12 month housing agreements that run from June 1st- May 31st, annually. During the summer months (June 1st - July 31st, only), Graduate and Family occupants who plan to be away from the campus continue to incur rent charges. To accommodate the needs of those individuals who plan to be away from the campus during this period, the University offers a sublet option as follows:

- Current residents of Graduate and Family Housing may only sublet to an eligible Graduate or Family Housing student (e.g., a current graduate student who does not have housing, an incoming graduate student who needs housing during the summer but is not living on campus going forward, a post-doctoral or OPT student, or a visiting scholar). Apartment residents cannot sublet to an undergraduate (unless they are seeking family housing) or someone without an affiliation to the University as described above.
- Residents wishing to sublet for all or part of the summer, may only sublet their specific space, and cannot occupy the space at the same time as their sublessee.
- Individuals entering into a sublet agreement cannot charge more for rent than the University charges the assigned occupant of the space. The resident can charge less than their full rent. Further, the assigned occupant of the space continues to be responsible for their rent. The assigned resident manages collections and payment to the University from their sublessee.
- Once a resident identify a sublessee, there will be paperwork that both the sublessor and sublessee must complete in person with their respective Area Coordinator.
- All roommates and apartment mates must consent to the presence of a sublessee in their apartment for the sublet request to be considered.
- Residents who sublet their space are responsible for the conduct of your sublessee while away from campus as outlined in the Terms of Occupancy Guest policy. As such, individuals interested in subletting should be selective in identifying a candidate to sublet their space.

- The University takes the safety and security of our residents and the overall community seriously. Individuals who violate or fail to adhere to the sublet policy established by the University can face an immediate termination of their housing agreement.
- Priority deadline for sublet applications is May 15th. Final deadline is June 1st, and after June 1st, no new sublet applications can be submitted.
- Only 1 sublet approved per summer per agreement holder.
- Subletting is a courtesy that can be revoked or discontinued at any time.

III. Financial Obligations and Release from Housing Agreement

A. Housing Charges

1. Housing fees in Residence Halls are billed by the semester and Apartments are billed by the month.
2. Most undergraduate students must submit an advance room deposit (currently \$200.00) at the time of application or reapplication each year, which is credited towards the room fees for the appropriate semester.

Click here for a list of current room fees:

<https://www.stonybrook.edu/commcms/studentaffairs/res/ rates.php>

Exceptions to this requirement are delineated in the housing application materials.

3. For graduate students, there is a \$200.00 advance payment that will be applied to September rent. This payment must be made prior to May 15th of the year the applicant first applies for apartment housing. However, exceptions can be made based on documented financial hardship.
4. Graduate and Family Housing

Housing fees are assessed on a monthly basis. However the July rent is billed in two increments. One period from July 1 through July 15, and the second period from July 16 through July 31.

- a) Assessment of housing charges will begin as soon as the resident signs their Apartment housing agreement and take the key to the space.
- b) Residents moving in after the first day of the month will assume all remaining housing charges for the balance of the month based on the date of check in.
- c) Residents vacating their assignments any time during the agreement period are liable for the entire year's room charges unless occupancy is at full capacity and a waiting list exists to fill the anticipated space.

B. Financial Liability and Release from Housing Agreement

Residents vacating their assignment at any time during the agreement period are liable for room charges as follows:

- Graduate and Family Housing residents (including residents at Stony Brook Southampton) returning to housing from the prior year are liable for the full year housing agreement, June 1st to June 1st.
- First time Graduate and Family Housing residents (including Graduate students living at Stony Brook Southampton) begin rent liability as of the date they accept the key to their room. Liability then continues through the end of that year's housing agreement (June 1st).

- Undergraduate students in the residence halls, West Apartments and Stony Brook Southampton begin rent liability as of the date they accept the key to their room. Liability then continues through the end of the Spring semester of the year they live on campus.

Students who wish to terminate their housing agreement must submit an “Appeal for Release from Housing” in the Housing Portal. Upon submission of an appeal, review of documentation will occur and a determination made regarding the release from financial obligations for campus housing. Consideration for release from a housing agreement will be based upon the following criteria:

- **If a resident withdraws or is dismissed their enrollment as a student at the University.** Residents who withdraw or is dismissed from coursework will no longer be eligible to live in campus housing facilities and will have 72 hours from the date of withdrawal to fully vacate their assigned space. Financial Liability for campus housing will end upon fully vacating their assigned space and returning the key to their room at their Quad / Area Office.
- **If there is an active commuter waiting list for housing that can be used to fill the space being vacated upon the move out of the current resident.** If approved for release from the housing agreement, the resident vacating their space will continue to be charged housing fees until the space vacated is occupied by a new resident from the commuter waiting list.
- **If the resident is leaving campus on an academic externship (Study Abroad, National Student Exchange, clinical rotation or academic internship at a distance remote from the campus, etc.).** Documentation from the sponsoring Academic Department / Program will be required. If approved for release from the housing agreement, the resident vacating their space will continue to be charged housing fees until they fully vacate their assigned space and their room key is returned to their Quad / Area Office.
- **If the resident is a doctoral student and successfully completes their degree at a time that does not align with the traditional end of their housing agreement.** Documentation from the student’s Academic Department verifying completion of their degree will be required. Financial Liability for campus housing will end upon fully vacating their assigned space and returning the key to their room at their Quad / Area Office.
- **If the student has an active medical/psychological condition that requires living with a family member/guardian in the family/guardian home.** A referral from the Student Accessibility Support Center (SASC) in support of release from the student’s housing agreement will be required. If approved for release from the housing agreement, the resident vacating their space will continue to be charged housing fees until they fully vacate their assigned space and their room key is returned to their Quad / Area Office.
- **Other extraordinary circumstances as documented.** Individual circumstances may sometimes warrant a student’s departure from campus housing. When extraordinary circumstances can be documented that require a student to leave campus housing, a request for release from the student’s housing agreement will be considered. If approved for release from the housing agreement, the resident vacating their space will continue to be charged housing fees until the space is vacated and the key returned to their Quad/Area Office.
- **Should a resident terminate housing during the agreement period and subsequently request to return to housing during the same agreement period.** A charge for the gap period may be assessed, unless the break in occupancy was for an official medical leave, call to active duty in the US military or a University sponsored externship

C. Utilities

All utilities are included in the stated room fees except for the cost of telephone unit and service beyond the campus.

D. Payment of Housing Charges/Billing

1. Payment of all housing fees is required by the due date on the resident's University account. Failure by a resident to maintain their account in good standing will result in having late fees assessed by the University Bursar, and could result in termination of the resident's housing agreement upon 72 hours written notice.
2. In accordance with the University's billing schedule, graduate and family housing monthly room charges are payable on the first of the month. Late fees will be applied to any account when the rent payment is not received by the 15th of the month.
3. Residents assigned to temporary spaces (doubles occupied as triples or lounges assigned as bedrooms) will receive an approximate 15% credit on their room rate (maximum of \$810 per semester). These credits accumulate daily and are issued to the resident's account as follows:
 - a) When one resident moves out of the room.
 - b) When a detriple waitlist has no remaining individuals from that room on the list. Residents are able to add themselves to the waitlist till 5:00pm on September 30th.
 - c) Credits will be posted at the midpoint and endpoint of a semester for those eligible.

E. Rate Changes

Rate changes resulting from a change in occupancy status will become effective as of the first day the space is made available to the student. A resident will not be allowed to upgrade their room/suite (e.g. transfer from a lower to a higher monthly room charge) or renew their housing agreement unless all prior rental charges and outstanding student account bills have been paid.

F. Meal Plans

All first year and transfer residents must participate in a resident meal plan for their first two semesters in on-campus housing, regardless of room/building assignment. Beyond the first year of enrollment, any student assigned to a designated meal plan residence hall must register for one of the Residential Meal Plans offered by the University, regardless of class standing. Students beyond their first year of enrollment who reside in designated cooking buildings have the option of whether to purchase a meal plan, subject to all published terms and conditions for meal plan agreements.

G. Damage Fees & Individual/Multiple Liabilities

1. Each person assigned residency in a residence apartment/residence hall will be held responsible for any damage beyond normal wear and tear to their assigned room or quarters, the furniture, fixtures (including window treatments), equipment, structural components contained therein, and for any damage caused by them or their guest to any other part of the apartment/residence hall/suite premises. Fees will be assessed for damage to the apartment/room/suite.
2. In the event that two or more persons occupy the same apartment/room/suite and it cannot be ascertained which student is responsible for the damage, the charge will be assessed against residents equally. It is the student's responsibility to keep the facilities and furnishings of the University in good condition for use by future students.
3. Room Condition will be inspected upon check-out. Damage charges will be determined by the Area Coordinator or Residence Hall Director upon a final inspection and in comparison with staffs initial inspection and any reported items from a resident's initial check-in.
4. Students are strongly advised to have all of their personal property protected against theft and other loss by appropriate individual or family insurance coverage, as the State of New York and Stony Brook University provide no such insurance coverage and will not be responsible for any such theft, damage, or other loss.

H. Eviction Procedure

Residents may be obligated to prematurely vacate their room for several reasons including, but not limited to:

- Resident has an educational meeting in regards to conduct and based on the information contained in the meeting, the next steps will be determined which may range from an educational class to removal from the residence halls.
- Any resident who fails to pay any fee or assessment, unless properly deferred or waived, as required for residence, will have their housing agreement cancelled. In addition, they may be subject to general University regulations regarding non-payment of fees. Any resident who is evicted for non-payment will be given 30 days notice, from the time written notice is served by means of campus mail or Division of Campus Residences staff member, concerning their account before eviction procedures are enforced. Written notice may take the form of a University bill. If a resident loses their enrollment status with the University due to non-payment of fees, they will have 72 hours to completely vacate their space and sign out of their room at their Area / Quad Office.
- Student is dismissed from the University or from classes, or if the student's course load falls below full-time status.
- If the continued presence of a student would constitute a danger to the student, or to the safety of persons, or to the property in the apartments/residence halls, or would pose a threat of disruptive interference with the normal conduct of apartment/residence hall activities and functions, or if otherwise warranted due to the seriousness of a student's behavior, the University may suspend the student's privilege of on-campus housing in accordance with the Code of Student Responsibility.

I. Termination after a Residency Period has commenced

- a) When occupancy levels in the apartments/residence halls are at or above 100% of usable space, residents who cancel their on-campus housing will be assessed housing charges on a daily basis through the date that a proper check out is processed. However, once occupancy in the apartments/residence halls falls below capacity and there is no active waiting list for on-campus housing, residents who cancel their on-campus will be assessed housing charges through the end of that semester/agreement period with no proration of fees extended. Additionally, the resident will remain responsible for any damages that may occur to that room despite the resident's non-occupancy.
- b) Individuals seeking to request an exception to the guidelines for early agreement termination may submit an appeal of their financial liability in the housing portal.
- c) Should a resident terminate housing during the agreement period and subsequently request to return to housing during the same agreement period, a charge for the gap period may be assessed, unless the break in occupancy was for an official medical leave, call to active duty in the US military or a University sponsored externship.

J. Cancellation prior to First Day of Residency Period

All requests for cancellation of on-campus housing must be made in writing to the Division of Campus Residences. The cancellation date will be that on which the space can be reassigned. Advanced payment room deposits will be refunded as appropriate under the cancellation schedule:

- Fall Semester applicants - cancellation requests received prior to August 15th will result in a \$100 credit of the \$200 advance housing payment. After August 15th, no credit of the advanced housing payment will be extended.
- Spring Semester applicants - cancellation requests received prior to January 15th will result in a \$100 credit of the \$200 advance housing payment. After January 15th, no credit of the advanced housing payment will be extended.

IV. Standards of Living

A. Cooking

Cooking may occur only in apartment/suite kitchens or University provided public kitchens. Food that is cooking should not be left unattended and should be checked regularly. Any knives used for cooking purposes must be kept clean and stored away. No knives should be visible in any bedroom or common room/area. Kitchens must be kept clean and free from dirt, grease, garbage, and trash. Range hoods, cooking tables, and adjacent surfaces must be kept free of grease. Residents must dispose of grease properly and not in bathroom, hall, or public sinks. Hot grease must not be discarded in waste receptacles. Failure to comply with cleanliness standards will result in conduct referral and/or assessment of cleaning fees. Outdoor grilling or cooking is prohibited on any residential property.

B. Prohibited Appliances

The following electrical appliances are prohibited from possession and/or use in apartments/bedrooms/suites and are subject to removal by staff:

1. Washing machines not provided by the University
2. Irons without automatic shut-off
3. Air conditioners not supplied by the University
4. Space heaters not supplied by the University
5. Lamps that do not use compact fluorescent bulbs (CFL) or light-emitting diode (LED) bulbs and lamps that have non-USB power outlets built in
6. Any motorized (or motor propelled) devices including, but not limited to: hoverboards, motorized skateboards, and segways
7. Any heat-generating appliances including, but not limited to: hot plates, non-University issued/provided microwaves, grill cookers, non-single brew coffee makers without automatic shut-off, and toaster ovens

C. Authorized Appliances

1. Community Kitchens: Residents who reside in halls with a community kitchen may only use pots and pans for food preparation. Pots and pans must be stored in rooms/suites when not in use and kept clean.
2. Designated cooking buildings (Irving, Hand, Gershwin, James): Residents may use pots, pans, rice cookers, and crock pots in designated kitchens. Storage of all appliances must be cooled down, stored in rooms/suites, and kept clean. In suite style cooking buildings, all appliances must be stored in the kitchen area.
3. Apartments: Students in University Apartments with a kitchen may use regular slotted toasters, pots, pans, rice cookers, and crock pots. All appliances must be stored in the kitchen area.
4. Single cup coffee brewers (e.g. Keurig) with automatic shut-off and electric kettles with automatic shut-off are permitted for use in bedrooms and common areas.
5. Humidifiers: Residents may use a single/small room humidifier with an automatic shut-off. Requests to use a larger humidifier can be directed to Residential Risk Management.
6. Dehumidifiers: Residents may use a single/small room dehumidifier with an automatic shut-off. Dehumidifiers must have an internal collection bin. Dehumidifiers cannot be ported through windows, into sinks, or other drains. Requests to use a larger dehumidifier can be directed to Residential Risk Management.
7. All approved appliances must be U.L. (Underwriters Laboratories) or Electrical Testing Laboratories (ETL) listed and free from frays or defects in wiring.

D. Refrigerators

1. Only refrigerators with a maximum of 1.5 amps and five cubic feet will be allowed beyond University-provided refrigerators, where applicable.

2. All refrigerators must be plugged directly into wall outlets. The use of extension cords and/or surge protectors for plugging in refrigerators is prohibited. Plug-in of such devices should be done directly to wall electrical outlets.
3. One refrigerator per person allowed. During the check in period and throughout the semester, refrigerators will be inspected for external cleanliness and deterioration in an attempt to deter pest infestation.
4. The Division of Campus Residences reserves the right to remove/store any personal appliance or heavy electrical equipment that is unauthorized or found to be a health and safety hazard. Students will be charged an appropriate removal fee and will be subject to conduct referral.

E. Furnishings and Keys

1. Alterations to physical facilities are not permitted.
2. Residents are not permitted to install window treatments, or take down those provided by the University.
3. Personal furniture brought into University Apartments and Residence Halls, including, but not limited to bookshelves and bookcases, chairs of any kind, desks, and ottomans must meet the following criteria:
 - a) Any personal upholstered furniture must meet California Technical Bulletin 117 (CAL 117) standards. The furniture must have a tag affixed to the item clearly showing it meets CAL 117 standards and must be approved by Campus Residences staff. Any personal furniture must be approved by Campus Residences staff before being purchased or brought in the residential space.
 - b) All non-university provided furniture must be appropriately sized for the space. No personal furniture can impede movement or egress. Furniture that compromises safety is subject to removal even if it meets all other standards. University provided furniture may not be removed from a space to accommodate personal furniture.
4. Small fabric, metal or plastic bins, bookcases, drawers, racks, storage containers, and television stands are permitted. All such items are subject to the parameters outlined in IV.E.3.b
5. Residents will be issued one entry and/or one bedroom key upon check in. Residents are responsible for all keys issued. Duplication of University-issued keys is strictly prohibited.
6. Beds, desks, and dressers are not permitted in common areas of suites or apartments.
7. University-owned furniture that is placed in public areas (including, but not limited to: lounges, recreation rooms, and classrooms) cannot be removed from assigned spaces and are prohibited in any resident apartments, rooms, or suites.
8. No furniture, which includes refrigerators, can be stacked on top of another piece of furniture.
9. All non-University furniture with built-in power outlets/USB ports is prohibited.
10. Mattresses (including air mattresses) not provided by the university are prohibited. Mattress toppers/pads must meet the same standard materials of University-issued mattresses (a blend of cotton and polyester).
11. Furniture approved by the Student Accessibility Center is permitted. Proof of approval should be kept and provided to university staff upon request.

F. Gender Inclusive Housing (GIH)

Gender Inclusive Housing (GIH) is a housing option in which two or more students share a multiple occupancy space, suite or apartment regardless of the students' sex, gender identity or gender

expression. In other words, this option allows for students of any gender identity to live together regardless of sex assigned at birth. We have some GIH spaces in single occupancy rooms within a larger community of GIH spaces. Gender Inclusive Housing is available to Stony Brook students who are matriculated students and who turn 18 years of age or older by the end of their first year in which they matriculate. Choosing to live in GIH is an agreement for the entire academic year, and you will not be permitted to room change to a non-GIH space after being approved and similarly if you are not in GIH you cannot room change into a GIH space at a later date. Appeals to leave or join GIH mid-year can be made to the Associate Director of Residential Programs for Administration and Services or designee.

Residents living in GIH must understand and agree to:

- I affirm and feel comfortable living with LGBTQ* people, specifically trans and non-binary people.
- I understand my role in creating and affirming a bias free environment for everyone living in this community.
- I understand that by choosing to live in Gender Inclusive Housing, that I will have roommates and/or suitemates of any gender identities.
- I understand that the only housing options I will have access to in the housing portal are gender inclusive spaces (neutral rooms/non-gendered) and that I am committed to living in Gender Inclusive Housing for the academic year.
- I understand that only people who have been approved for the Gender Inclusive Housing environment will be allowed to move into my space.
- I understand that if I opt to live in gender inclusive housing with the plan to live with a specific person, and that person moves, or otherwise leaves the space, that the apartment/room/suite will remain gender inclusive housing.

G. Quiet Hours Policy

1. General Quiet Hours

Quiet hours are between the hours of 11:00 pm and 8:00 am, Sunday evening through Friday morning, and between the hours of 2:00 am and 10:00 am, Friday evening through Sunday morning. During quiet hours, residents are prohibited from producing noise that can be heard beyond one's bedroom or suite. The Division of Campus Residences reserves the right to extend quiet hours during exam periods. Residents in Quiet Living Communities should refer to section IV.G.4 for additional information.

2. Extension of Quiet Hours

During finals week, the 24-Hour Quiet hours policy will be extended to all on-campus housing to begin at 4:00 pm on the last day of classes, and continue until 8:00 pm on the day of commencement. Violation of quiet hours during this period may result in the student being asked to leave on-campus housing immediately, even if they are not done with final exams.

3. Courtesy Hours

Courtesy hours are in effect 24 hours a day. Residents must make reasonable efforts to avoid disturbing other residents and comply with reasonable requests to cease any disruptive activity.

4. Quiet Living Communities

- a) Residents of Quiet Living Communities accept a living standard that supports enforced quiet hours 24 hours a day, seven days a week. It is understood that everyday noises (e.g. doors opening, conversations in the hall and behind doors) may exist and are not considered unreasonable. It is expected that residents and their guests are courteous of others at all times. Note: These are not completely silent buildings.
- b) Residents who fail to comply with the expectations of a Quiet Living Community may receive a referral to Community Standards or be administratively reassigned to a space in another residential community. Note: Warnings may be given in verbal or written form.

H. Alcohol/Drugs

1. Residents and their guests are expected to comply with the policies and procedures regarding the sale, service, and consumption of alcohol. Please consult the Code of Student Responsibility for more information on the Campus Alcohol Policy.
2. The use of illegal drugs is prohibited. All students living in the residence halls and/or University Apartments and their guests must comply with State and Federal regulations, and Code of Student Responsibility requirements related to the use, possession, and sale of illegal drugs or drug paraphernalia. Please consult the Code of Student Responsibility for more information on the University illegal drug policy.
3. Substance Free Communities
 - a) Substance Free communities provide students with a living option free of tobacco products, as well as alcohol and drug possession, usage and paraphernalia.
 - b) Substance Free accommodations require all residents and their guests to keep their room free of alcohol, illicit drugs, and tobacco products. Furthermore, all residents living in the University's apartments/residence halls must comply with State and Federal regulations related to the use of alcohol and drugs.
 - c) Residents who fail to comply with the expectations of a Substance Free community will receive a referral to Community Standards and may be administratively reassigned to a space in another residential community upon the first violation.

I. Pets/Animals

1. No resident shall have or harbor pets or other wild or domestic animals in the apartments/residence halls other than fish. Pet paraphernalia, equipment, supplies, and food are also prohibited. No more than one aquarium (fish tank of 10 gallons or less) per room will be permitted. No flesh-eating fish such as piranha are allowed.
 - a) EXCEPTION: Service or Assistance Animals approved by the University.
2. Residents who believe that they have a medical need for a Service Animal or Assistance Animal that is required to assist them with their daily living and safety needs must contact the Student Accessibility Support Center. Once the Student Accessibility Support Center has approved the Service or Assistance Animal, the animal's owner must abide by the following rules and responsibilities. Failure to abide by the Service / Assistance Animal rules and responsibilities may lead to sanctions including, but not limited to: removal of the animal from on-campus housing.
 - a) The animal's owner must complete and submit to the Student Accessibility Support Center the Request for Assistance Animal Documentation Form and the Request for Housing Accommodation Form, as well as the required Service / Assistance Animal Health Documentation before bringing the requested Service / Assistance Animal to campus.
 - b) The Service / Assistance Animal Owner agrees to abide by all other residential policies. An exception to the animal policy made under this Service / Assistance Animal Policy does not constitute an exception to any other University policy.
 - c) The Assistance Animal will remain in the owner's University-assigned room and is not permitted in other student's rooms or the common areas of the residential facilities, or other areas of the University such as classrooms, academic buildings, administrative buildings, libraries, dining services areas, fitness centers, pool, etc. (Approved Service Animals may be present with their owner in other areas of the campus).
 - d) Approved Service / Assistance brought on campus must be under the control of the animal's owner at all times. The Service / Assistance animal owner must be in full control of the animal at all times (i.e. leash, harness, crate). The owner is solely responsible for the animal's well-being, care and cleaning, including, but not limited to: regular feeding, bathing, grooming, daily care, and veterinary services.

- e) The Service / Assistance Animal owner must comply with all applicable laws regarding the keeping of an animal and is responsible for making sure the animal does not disrupt the residential community.
- f) The Service / Assistance animal may not be left unattended overnight in the residential facilities to be cared for by another student. Approved Service / Assistance animals must be taken with the owner if they leave campus overnight.
- g) When Service / Assistance animals are left unattended in a student's room, they are required to be stored in a crate, carrier, or kennel. This containment will allow Stony Brook University officials to routinely access the residential facilities for maintenance and other routine tasks without posing risk to the animal or employees.
- h) Dogs as Service / Assistance animals must be "housebroken" and cats as Service / Assistance animals must be litter box trained. Other smaller animals (i.e. gerbils, rabbits, guinea pigs, etc.) must be caged and may not be left loose in the student's room.
- i) Service / Assistance animals must be taken out of the building by way of the shortest and most direct path, and must be maintained under standard restraints such as a carrier and/or collar when outdoors, in public areas, or in transit, and must be confined to the residence when not in transit.
- j) Fecal matter deposited on University grounds or within the facilities need to be removed immediately and disposed of properly. The Service / Assistance animal's owner is to arrange for immediate removal of fecal matter if unable to perform the task personally.
- k) The Service / Assistance animals Owner's residence may be inspected for fleas, ticks, pests, and/or damage to the residential facilities once a semester, or as needed. The Office of Student Life will schedule the inspection and notify the resident in advance of the scheduled inspection. If fleas, ticks, or other pests are detected through inspection, the residence hall will be treated using approved fumigation methods by a University-approved pest control service. The Service / Assistance animal's owner will be billed for the expense of any necessary pest control treatment.
- l) The University may remove or require the removal of the Service / Assistance animals that poses a threat to the health or safety to others on campus, disrupts the educational environment of the University and/or residential community, or if the Service / Assistance animals owner does not comply with the University Service / Assistance animals rules and responsibilities. It is the responsibility of the Service / Assistance animal's owner to ensure the Service / Assistance animals does not interfere with the quality of life of other students on campus. This includes noise violations (i.e. barking or other disruptive noise). To that end, the University has identified rooms that are Service / Assistance Animal approved. These spaces are typically located in areas adjacent to exterior doors and will have hard surface flooring in lieu of carpeting. To the extent possible, students approved for Service / Assistance animals will be assigned to these spaces.
- m) The Service / Assistance animal's owner will be financially responsible for expenses incurred above a standard cleaning or for repairs to the residential premises, which includes: losses, liability, claims, and harm to others caused by the Service / Assistance animal(s).
- n) The Service / Assistance animal's owner will hold the University blameless in the event the Service / Assistance animals escapes or becomes lost. University staff is not responsible for the retrieval of the Service / Assistance animals in the event the animal escapes or becomes lost
- o) The Service / Assistance animal's owner must notify the Student Accessibility Support Center in writing if the Service / Assistance animals is no longer needed as an accommodation, or is no longer residing in the residential facilities. To replace a previously approved Service / Assistance animals, the Service / Assistance animal's

owner must complete all registration and other related forms to be submitted to the Student Accessibility Support Center.

J. Pest Control

The University utilizes an Integrated Pest Management (IPM) System approach to pest control. Residents of apartments/residence halls experiencing infestation problems should request treatment through their Area/Quad Office or FIX-IT system. It is unlawful for anyone to apply pesticides to any University property. Applications are only permitted by Environmental Health and Safety licensed personnel and approved contract exterminators. All resident students must comply with the requirements of the University pest control program. Residents may not refuse, and are required to properly prepare for the pest control officer. Residents must not remove or tamper with any pest control device placed by the University. IPM also requires residents to place food in containers for storage, keep apartments/rooms/suites clean, vacuum, and properly dispose of trash and garbage daily. For additional information, please click [here](#).

K. Roof Access

The University strictly prohibits students from gaining access to the roofs of apartments/residence halls.

L. Wireless Networks

1. All apartments/residence halls contain wireless routers provided by the University. Users of the University network are prohibited from installing or connecting devices that could potentially degrade or deny services. This includes, but is not limited to: routers (wireless and wired), proxy servers, gateways, compromised/infected personal devices, and Dynamic Host Configuration Protocol (DHCP) appliances. In addition, connecting any device to an unauthorized wireless network will result in immediate conduct referral. Stony Brook reserves the right to protect the integrity of the campus network and will disable any connection that violates this policy.
2. Students should not tamper with, damage, or remove the wireless routers from their locations. If a student's apartment/room/suite contains a wireless router, students will be responsible for the cost of repair or replacement of the router resulting from accidental or intentional damage.

M. Filming/Recording and Surveillance

1. The uses of undisclosed/hidden or other audio/video recording devices is prohibited in double or triple occupancy rooms and common areas of apartments or suites. This includes, but is not limited to, making, attempting to make, transmitting, or attempting to transmit audio or video of any person(s) in bathrooms, showers, bedrooms, or other premises where there is an explicit expectation of privacy.
2. The use of audio/video recording devices are permitted in single occupancy rooms and single family apartments with the following restrictions:
 - No physical alterations may be made to room or apartment to accommodate such devices
 - Any device connected to the University's network must conform to the standards and regulations as outlined in section IV.L of the *Terms of Occupancy* and use of such must be used in accordance with P109: Use of Information Technology of [the University Policy Manual](#). Any violation of this policy or misuse of any recordings may also result in a referral to the Office of University Community Standards.

V. Safety and Security

A. Health and Safety Inspections

1. In order to ensure a clean and healthy living environment for current and future residents, health and safety inspections are conducted several times through each semester and during the summer. All residents are given ample notice at the beginning of the month that members of the Residential Programs staff will enter apartments/rooms/suites regardless of whether residents are present. Residents are encouraged to use this time to coordinate efforts within their bedroom

space, bathrooms, and in the common living areas to correct any conditions that do not meet cleanliness or safety standards as outlined in this document.

2. Residential Programs staff will temporarily remove and store any prohibited items found during inspections. Items include, but are not limited to: extension cords, unauthorized appliances, and unauthorized furniture. Items will be labeled and stored by professional staff members. Residents will have the opportunity to take prohibited items home at the end of the respective semester. Unclaimed items will be disposed/donated at the end of each semester. The University is not responsible for compensation for any discarded items.

B. Safe Conditions

No person shall create safety or health hazards in any apartment/residence hall. Examples of prohibited behavior or items include, but are not limited to:

1. Propping open outside doors, unlocking lounge windows
2. Using windows, balconies, or unauthorized doors to enter or exit buildings
3. Excessive accumulation of garbage or filth in rooms, common areas, bathrooms, or balconies
 - a) Trash outside of receptacles (overflowing or on floor)
 - b) Visible mold/bacteria (including, but not limited to: toilet, sink, shower, microwave, refrigerator/freezer)
 - c) Spoiled food or drink (including, but not limited to: exposed food/drink, microwave, refrigerator/freezer)
 - d) Dirty or damaged floors/walls (heavy grease, stains, dirt, food/drink, streaking, scratches)
 - e) Heavy grease/stains on burners, sink/mirrors, stovetops (under, too), oven, microwave
 - f) Visible heavy dirt/debris on floors, mirrors, surfaces, appliances, common areas, bathrooms, showers, or balconies
4. Supporting or raising beds by bed raisers or other devices
5. Blocking fire equipment or exits from a living space (includes doors and windows)
6. Possessing weights (above 20 pounds per weight) or weight benches in student apartments/bedrooms/suite
7. Possessing, storing, and/or using mopeds or motorcycles inside the apartments or residence hall or within 25 feet of the exterior of any residential building
8. Bicycles may not be stored within any apartment/residence hall, except when utilizing University bicycle rooms or University-issued bicycle storage racks. Bicycles must be kept on bicycle racks or under bicycle shelters available in all quads and apartments areas. Bicycle registration is available to all resident students through the Residential Risk Management website to help provide tracking information in the event of loss or theft.
 - a) Bicycles that create a hazard or block operations are subject to immediate removal.
 - b) Please refer to section VI. *Miscellaneous C. Driving, Parking, and Bicycles* for additional responsibilities regarding bicycles.
9. Throwing or pushing objects off balconies or out of windows
10. Using balcony for storage, barbecuing, placement of University furniture, garbage or recyclable items, etc.
11. Balcony capacity should not exceed three people.
12. Playing sports or using equipment that is considered, or should be considered, sporting equipment inside of the apartments/residence halls
13. Engaging in any activity that will injure, deface, or damage any part of the apartments/residence halls facilities, issued appliances, and furniture. This includes posting of signs or advertising notices in non-approved areas. Please refer to Section VI.E for advertising procedures
14. Installation of personal locks on windows or doors
15. Duplication of University-issued keys

C. Cleanliness

1. University housing spaces must be kept clean and free from dirt, grease, garbage, and trash. Proper care, cleaning, and use of community areas and facilities (e.g. stairs, stairwells, laundry rooms, grounds, etc.) are a resident's responsibility. Residents shall not sweep trash from inside to outside of the apartment/room/suite (shake rugs, dust mops) or throw dirt, trash, garbage, or waste from windows or balconies. Stairwells, landings, walkways, and patios must be kept clean and free of clutter from toys, bicycles, boxes, etc.

- a) NOTE: All residents are responsible for meeting the standard of cleanliness. The provided University cleaning service of common areas and kitchens exists to ensure basic acceptable hygiene.
2. The following must be kept clean and will be inspected by apartment/residence hall staff: living room, dining room, kitchen area, bathroom(s), bedroom(s), and garbage/recycling receptacle(s).
3. Bathrooms in common areas of residence halls are cleaned daily. Bathrooms in suite and apartment style buildings are cleaned once weekly. Residents of all communities are expected to maintain a standard of cleanliness in between cleanings by Residential Operations staff.

D. Fire Safety

1. No person shall refuse to observe any safety regulations or procedures. Fire Safety, University Police, and/or Division of Campus Residences staff may enter rooms during fire alarms to ensure compliance with evacuation procedures. The University reserves the right to require that prohibited items are removed immediately from the apartments/residence halls.
2. Examples of other **prohibited behavior or items** include, but are not limited to:
 - a) Tampering with, or otherwise misusing, fire-fighting equipment including, but not limited to: fire extinguishers, fire hoses, fire alarms, fire doors, pull stations, heat and smoke detectors, and exit signs.
 - b) Possessing/using/starting: fires, grills, candles, incense, or other combustible or flammable items. Possessing/using: gas, kerosene, alcohol, or other flame-producing appliances.
 - (1) Residents may not use or possess charcoal, bottled gas, or any torch or flaming device including, but not limited to: gasoline-fueled stoves, in the apartments/rooms/suites or on the balcony. Kerosene heaters are strictly prohibited. Failure to comply may result in arrest or suspension from on-campus housing and resident(s) may be held accountable through conduct referral.
 - (2) EXCEPTION: Grills/barbecues used by authorized University personnel during University-sanctioned events are permitted.
 - c) Any electrical appliance or device with wiring that is frayed, broken, or taped.
 - d) Remaining in the apartment/residence halls during fire alarms.
 - e) Possessing lofts/loft beds not supplied by the Division of Campus Residences.
 - f) Overloading outlets or using/possessing extension cords, and use/possession of multi-plug splitters.
 - g) Connecting surge protectors to other surge protectors. Surge protectors must be plugged directly into a wall outlet. If you think your surge protector does not meet University standards, notify the AC/RHD and they can assist you with a [swap program sponsored by Residential Risk Management and the Fire Marshals](#).
 - h) Activating the fire alarm from the use of any heat-producing device including, but not limited to: curling irons, hair straighteners, and flat irons. Placing heat-producing devices on top of electrical wiring or any flammable surface is prohibited.
 - i) The use of multiple plugs for cooking.
 - j) Blocking or restricting access to hallway, window, and apartment/room/suite exists. This regulation includes, but is not limited to: the presence of refrigerators or other furniture in such locations.
 - k) Use/possession of non-U.L. listed appliances anywhere in the residential facility.
 - l) Failure to remove grease/oil from range hoods, cooking tables, or adjacent surfaces.
 - m) Improper disposal of grease.
 - n) Any unattended cooking.
 - o) Excessive occupancy (each resident of a room/suite may host no more than two guests; total occupancy may never exceed twice the number of residents assigned to that space)
 - p) Natural Christmas trees (artificial Christmas trees are permitted between the fourth Thursday of November to February 2nd, but must be less than six feet tall).
 - q) Plug-in air fresheners.
 - r) Holiday or decorative string lights, which includes battery-powered lights. Cannot be placed on any item other than artificial trees.
 - s) Improper installation of items: Students may not affix anything to the ceilings in their room (e.g. curtains, tapestries) nor may items be hung in front of the room door or used as room dividers. Flammable materials are not to be posted on the exterior surface of room

doors or on walls or hallways except on designated bulletin boards or in displays. Wall and door postings must not cover in excess of 10% of total surface area.

- (1) Exterior apartment/room/suite door postings are limited to one name tag per resident, and one dry erase board

E. Security

1. It is the responsibility of each resident to assist the University in providing protection for persons and property. Residents are required to carry their room key(s) and University ID card with them at all times, to lock bedroom and apartment/suite doors whenever exiting, and to report lost or missing keys or access cards immediately.
2. In order to provide additional building security, the Division of Campus Residences enforces the following policies:
 - a) No person shall use or possess any key to an apartment/residence hall or to any lock within an apartment/residence hall that they are not specifically authorized to use or possess.
 - b) No person shall enter any apartment/residence hall area that is not intended for the use of residents or their guests (e.g. unoccupied residential rooms/spaces, attics, storage areas, roofs, equipment rooms) without the permission of the Assistant Vice President for Campus Residences, or their designee. Nor shall any person assist the unauthorized entry of any person into any restricted area.
 - c) No person shall attempt to deny other residents the use of furnishings or facilities intended to be available in or assigned for the use and benefit of those residents.
3. The [Residential Safety Program](#) (RSP) provides main entrance desk presence to further supplement the safety and security presence within residential facilities. In addition, if you would like to avoid walking alone throughout campus, you may request a WALK by calling RSP directly at **631-632-WALK (9255)** from personal phones or 2-9255 from on-campus phones.
 - a) All persons shall adhere to RSP procedures including, but not limited to:
 - (1) All persons must provide their Stony Brook University identification card to confirm they reside within the building.
 - (a) If persons do not have their Stony Brook University identification card present on their person, they must communicate their ID number verbally **and** provide an [alternative acceptable identification document](#).
 - (2) All residents must sign in all of their guests through the RSP desk monitor beginning at 11:00 pm each time entry is made into the facility. Residents must comply with the guest policy.
 - (3) Failure to comply with procedures may result in a referral to Community Standards.

F. Lockouts and Lost Keys

1. It is an expectation that all residents will carry their keys with them whenever they leave their apartment/bedroom/suite. Failure to do so that results in staff response/assistance in excess of three (3) times per academic year may result in a referral.
2. All residents are required to attempt to regain access into their apartment/room/suite in the following order:
 - a) Knock on the entrance door of your apartment/room/suite, so that a fellow resident can give you access
 - b) Contact the Resident Assistant on duty, or Area/Quad Office. From 8:30 am through 5:00 PM, Monday through Friday, all lockouts should go through your respective Area/Quad Office. Lockouts that occur between 5:00 PM through 7:00 PM, Monday through Friday, will be addressed by University Police by calling 631-632-3333. Between 7:00 PM and 8:30 AM the next morning, Monday through Friday, and on weekends, the RA on duty will respond to lockouts and other emergencies. All lockouts will be responded to in a timely manner by the Resident Assistant (RA) on duty or the Area/Quad office staff. However, if there is another more critical or serious emergency, the RA on duty or Area/Quad office staff is obligated to respond to that emergency first.

3. Lost, misplaced, or stolen keys must be reported to the Area/Quad Office immediately. The Division of Campus Residences will change the lock or core and new keys will be issued if a resident does not return a temporary loan key and show their original key to the Area/Quad Office, or to a professional staff members within 48 hours of receiving the temporary key. The responsible resident will be billed for this expense according to the schedule in Appendix F, and new keys will be issued to all appropriate residents at no charge to those individuals. All existing keys and cores remain the property of the University and must be returned to the appropriate Area/Quad Office. A temporary key will be issued until the lock change has occurred. This charge will not be revised or refunded.

G. Aiding, Abetting, and/or Inciting Prohibited Conduct

1. No student shall willfully incite another to commit any acts prohibited by the Code of Student Responsibility or Campus Residences' Terms of Occupancy.
2. No student shall attempt to engage in conduct that, if completed, would result in the violation of any rule or policy applicable to the Code of Student Responsibility or Campus Residences' Terms of Occupancy.
3. No student shall aid, help, or otherwise assist another in violating any rule applicable to the Code of Student Responsibility or Campus Residences' Terms of Occupancy.

H. End of the Semester Conduct Violations for Residence Halls

During finals week, the 24-Hour Quiet hours policy will be extended to all on-campus housing to begin at 4:00 pm on the last day of classes, and continue until 8:00 pm on the day of commencement. Violation of quiet hours during this period may result in the student being asked to leave on-campus housing immediately, even if they are not done with final exams. Residents who violate the Code of Student Responsibility or Division of Campus Residences' Terms of Occupancy during this time may be asked to check out and leave the residence halls. Residents will receive an End of the Semester Conduct Violation notice if there is a report of an alleged violation. Cases that were not adjudicated at the end of the Fall or Spring semesters will be heard over the Winter or Summer intersessions. During this time, hearings may be conducted in person or over the phone.

VI. Miscellaneous

A. Driving, Parking, and Bicycles

1. Residents must obey all traffic and parking regulations including, but not limited to:
 - a) Only Junior (U3) and Senior (U4) undergraduate-standing resident students and graduate resident students may register a motor vehicle on campus, which includes motorcycles.
 - b) Undergraduate residents of first-year (U1) and second-year (U2) standing may apply for a parking permit based on employment/volunteer service through [Residential Risk Management](#).
 - c) Resident students may only park in designated areas/zones, according to their assigned zone permit.
 - d) Resident students must abide by posted speed limits throughout campus. If signage is not visibly present, resident students may drive at a maximum of 15 miles per hour.
 - e) Any vehicle without proper registration or insurance may be removed by University Police and/or the Department of Traffic Safety, and all expenses will be billed to the owner.
 - f) Resident students are not permitted to illegally park in areas including, but not limited to: handicapped parking spaces, fire lanes, on sidewalks, within inner-quad areas, between buildings, and/or on lawns.
2. All motor vehicle operators must comply with New York State traffic laws and University motor vehicle regulations. There is a limited amount of parking available and, therefore, there is no guarantee of a parking space for students with registered vehicles. Handicapped parking stickers may be requested through the Disability Support Services Office.
3. All bicycles must be kept on bicycle racks or in bicycle storage areas. Bicycles should never be chained to handicap ramps, stairwells, lamp posts, trees, or other fixtures. Residents who store

bicycles in unapproved areas will not only be responsible for removal charges, but may also be held accountable for a Code of Student Responsibility violation.

- a) Any bicycle illegally parked in an area that blocks pedestrian/vehicular entry or is considered a fire violation is subject to immediate removal without prior notice.
- b) Any bicycle that is deemed a hindrance to University operations will be tagged for removal by Residential Risk Management. The student will have one week to relocate the bicycle before it is removed. Upon removal, Residential Risk Management will store the bicycle for a maximum of six months, at which time the bicycle will subject to disposal or donation.
- c) Residential Risk Management will not be held responsible for any damages or cosmetic issues present on a bicycle upon return to the owner.
- d) Please refer to section *V. Safety and Security. B. Safety Conditions. 8.* for additional responsibilities regarding bicycles.

B. Use of Residential Sports Courts

The use of all residential sports courts are only for residential students. The hours of operation are posted on each individual court. Students using residential sports courts should adhere to the Quiet Hours policy throughout the duration of its usage. Residents who utilize the space outside of the appointed hours or who are in violation of the Quiet Hours policy will be escorted from the area by University staff and/or University Police. Tampering with electrical panels, nets, fencing, and other fixtures in and around the sports courts is strictly prohibited. Please refer to section *IV. Standards of Living. G. Quiet Hours Policy* for the Quiet Hours policy.

C. Storage Space

Due to space limitations, the University cannot provide storage for students' belongings. Students must be prepared to move their belongings immediately upon signing out of the apartments/residence halls. All personal property that is abandoned will be disposed or donated.

D. Use of Residential Fitness Facilities

By entering any of the Residential Fitness Facilities (Residential Fitness Centers and/or Residential Fitness Rooms), the user waives all claims against Stony Brook University. The user will not hold the Division of Campus Residences or Stony Brook University liable for any injuries, damages, or such losses while using these facilities. In addition, the user certifies that they are insured either under the Student Health Policy available through the University, or are covered under a personal insurance policy.

Users acknowledge that they must abide by the following standards set forth and understand that failure to meet these standards will result in the revocation of access to such spaces and conduct referral.

Use of the Residential Fitness Facilities is restricted to residential student use and during posted hours only. Users must provide their Stony Brook University issued ID card to residential fitness staff to confirm identity. Users must return all equipment to original condition and location (rerack dumbbells, bars, medicine balls, ropes, etc.). Users must wipe down all used equipment after their visit to ensure a clean work out surface for other patrons. Users are encouraged to wipe down equipment before use as a best practice. Users must report and notify staff of any damages or concerns within the residential fitness footprint either in person or FIX-IT work order - it will be at the discretion of the Associate Director of Residential Risk Management or designee to determine if it is necessary for the attendee to provide restitution of state property.

E. Advertising and Communication

Students may not post signage for non-residence life events and services unless prior approval is given and appropriate methods are followed. The Division of Campus Residences is committed to assisting

University Departments and Student organizations in communicating information in a time appropriate manner to our more than 10,500 residents. Campus Residences has a variety of venues for communicating information to our residents including:

- Divisional Website (www.stonybrook.edu/housing)
- Social Media Platforms (e.g., Facebook)
- SCALA Monitors
- Building and Floor level bulletin boards

To assist the campus community in effectively sharing their information with the apartment and residence halls communities, requests for posting materials should be directed to Residential_Marketing@stonybrook.edu. A copy of the material to be posted must be provided as well as a timeline for posting and removal.

F. Camping

Sleeping outdoors with or without bedding, tent, or similar device, structure, protection or equipment; Establishing or maintaining outdoors, or in or under, any structure not designated for human occupancy, at any time during the day or night, a temporary or permanent place for cooking, storing of personal belongings, or sleeping by setting up any bedding, sleeping bag, mattress, tent, or other sleeping equipment, or by setting up any cooking equipment that has not been approved by Campus Residences is prohibited. Temporary and limited use of hammocks is permitted with approval of Campus Residences staff.

VII. Emergency Maintenance/Custodial

A. Custodial/Maintenance Emergencies

1. Outside of regular business hours (after 4:30 pm, Monday through Friday, and on weekends and holidays), the Division of Campus Residences' night or weekend maintenance staff is authorized to respond to emergency situations only when contacted by professional staff. Such emergencies are resolved at no charge to the resident, except when damage is the result of carelessness or is of a deliberate nature.
2. An emergency is defined as a situation that will cause or potentially cause:
 - a) Physical harm or extreme hardship to residents;
 - b) Physical damage to the building structure
3. The following non-exhaustive list provides example of emergency situations. These will be given immediate attention on a call-back basis:
 - a) Heat problem, if the inside temperature is below 68 degrees F
 - b) No electricity
 - c) Floods of any kind (e.g. sinks, toilets, pipes in walls)
 - d) Clogged or broken toilet, if another toilet is not available
 - e) Frozen water pipes
 - f) Clogged sewer lines
 - g) Clogged sinks or bathtubs, if another sink or bathtub is not available
 - h) Person locked inside any room
 - i) No running water
 - j) Exposure to bodily fluids
 - k) No hot water

VII. Minimum Standards

In accordance with the requirements of Chapter 416 of the Laws of 1988, the State University Board of Trustees has approved minimum living conditions standards, which, along with guidelines developed by the campus, set the standard for conditions in residential facilities.

A. Standard I

The apartments and residence halls shall be constructed and maintained to conform to all applicable safety codes and health standards.

Guidelines:

1. All furnishings and equipment supplied by the University will meet applicable fire and safety codes and standards promulgated by the State of New York
2. Each resident's bedroom will have an operational smoke detector.
3. Residents are required to adhere to all applicable safety codes and health standards in the use of private equipment and applicable safety codes and health standards in the use of private equipment and appliances, as detailed in these Terms of Occupancy.
4. Access to residential facilities is provided for the disabled in accordance with applicable codes and standards (e.g., section 504 of the Rehabilitation Act of 1973).
5. Inspection and assessment of the physical facility and its components (e.g. water, electricity, and heating systems) is conducted annually by appropriate personnel in Residential Operations. The report of this inspection, including a priority list of repairs, recommended timetable for completion, and any backlog from earlier reports is distributed to appropriate campus personnel.

B. Standard II

The campus maintenance plan shall provide for a regular schedule of cleaning and repair for all community areas in and apartments/residence halls.

Guidelines:

1. Cleaning of lounges, hallways, bathrooms, and other community areas used by all residents will occur on a regular basis.
2. Every reasonable effort will be made by the Division of Campus Residences to keep residential facilities sanitary and vermin free, and all appliances in good working order or removed from service. Residents will also share in this responsibility.
3. Whenever a question arises about the suitability of a particular student bedroom, Residential Operations staff will recommend to the Associate Director(s) of Residential Programs about whether such rooms should be removed from service until conditions are corrected.

C. Standard III

The campus shall provide each resident with adequate living space, furniture, and appropriate and sufficient heat, light, and hot water. All furnishings will be clean, sturdy, and of acceptable appearance.

Guidelines:

1. Each resident will be provided with adequate apartment/room/suite and lounge furniture. As a minimum, each resident will be provided with a bed. In the case of over-assignment a resident may have to share: a desk, a dresser, and a closet or a wardrobe cabinet.
2. The Division of Campus Residences assesses the condition of all bedroom furniture during each academic year, and utilizes the target amount recommended by SUNY Central Administration for replacement of furnishings. It is the responsibility of all residents to report any maintenance problems to their AC/RHD or Area/Quad Office as soon as problems are identified.

D. Standard IV

The campus shall establish procedures for routine and emergency repairs to residence apartment and residence halls facilities guidelines.

Guidelines:

1. All requests for repairs should be entered in the online work order system located [here](#). In the event of a facilities related emergency, residents should alert their AC/RHD or Area/Quad Office, if during business hours, or by calling University Police, if during nights and weekends to reach the staff member on duty. Should residents have a question about the status of a service request, they may check on that status by logging onto the work order system and searching for the status of their specific request.
2. To the extent possible, major rehabilitation or other capital projects will take place at times when residents are not in occupancy. Major construction projects that are disruptive to ongoing programs will not continue during scheduled exam periods. If this is impossible, arrangements will be made to house residents elsewhere.
3. Storage space after check out: Due to space limitations, the University cannot provide storage for students' belongings. Students must be prepared to move their belongings immediately upon checking out of the apartments/residence halls. The disposal of found property will be done in accordance with the terms set by the New York State Personal Property Law. See Appendix A.

E. Standard V

The campus establishes procedures for redress for student residents in the event of the loss of services such as heat, light, and hot water in the apartments and residence halls for extended periods that are within the control of the campus.

Guidelines:

1. Planned outages that extend for a significant period of time will result in a reduction in the basic housing rate for all affected students.
2. Should a residential area lose basic service such as heat, hot water, or light, and that loss is expected to persist for an extended period of time, alternate space will be identified, to the extent possible, to accommodate the affected residents. Residents will have the option of acceptance an alternate space as either a permanent reassignment or as a temporary living space until service is restored in their regularly assigned space.
3. If sufficient space in other areas to accommodate affected residents does not exist, to the extent possible, arrangements will be made to find alternative living accommodations. If this is not possible, a portion of the resident's room charges will be credited to their account.

Appendix

Appendix A - Property

I. Campus Residences Unclaimed Items Policy

- A. If any staff member recovers an item from one of the resident(s) room, they need to report it to the Area/Quad Office in order for the item to be tagged and returned to its rightful owner.
- B. If items are found in a room, the Area/Quad Office staff will verify that the room is indeed a vacancy and coordinate the begging and documentation of found items. Documentation shall include the owner's name, attempts made to contact the owner, an inventory of items, a picture of the item, date found, and full name of finder. Every attempt should be made to reach the owner.

II. Disposal of Found Property

- A. The disposal of found property will be disposed of in accordance with the terms set by the New York State Personal Property Law as indicated below:
 1. Property valued at one hundred dollars (\$100) or less will be held for at least three (3) months.
 2. Property valued at over one hundred dollars (\$100), but not more than five hundred dollars (\$500), will be held for at least six (6) months.
- B. If the property value is estimated to be over one thousand dollars (\$1,000), contact Residential Risk Management to determine a safer method of storage.
 1. Property valued at over five hundred dollars (\$500), but not more than five thousand dollars (\$5,000), will be held for at least one (1) year.

2. Property valued at over five thousand dollars (\$5,000) will be held for at least three (3) years.
- C. Unclaimed item(s) having minimal value can be donated to a recognized charity or appropriately destroyed. Cash that has not been claimed by the owner or the finder within the appropriate time period will be deposited into the Stony Brook University General Fund account.
- D. After the report has been drawn, a copy should be sent to the Director of Residential Risk Management.

Appendix B - Health and Safety Cleanliness Expectations

I. Suite/Living Room Area

To allow easy access into this area, living room items (including furniture) should be organized and neat. Any food items in that area should be stored in closed containers, to discourage pests. Excess trash should be removed.

II. Dining Room Area

The dining room table should be clean and any food items in that area should be stored in closed containers, to discourage pests.

III. Kitchen Area

The floor should be clean (e.g. swept and mopped). Any food items in the area should be stored in closed containers, to discourage pests. The stove and countertop areas should be cleaned and wiped down properly (e.g. no oil or grease). The kitchen sink should be clean and empty (e.g. dishes are cleaned and are in the dish drain and/or stored). The garbage receptacle should be empty or at moderate level, not overflowing.

IV. Bathroom Area(s)

Floors should be clean (e.g. swept and mopped). The bathtub, shower, toilet, and countertop areas should be clean, free of dirt and debris.

V. Bedroom(s)

The room should be setup to allow easy ingress and egress. Clothes and other obstacles should be removed and put away.

VI. Garbage and Recycling Receptacles

Garbage and recycling receptacles should be emptied regularly. There should not be any garbage or recyclables outside the receptacles and the receptacles must not be overflowing. Garbage and recyclables may not be left outside the room/suite at any time. All garbage and recyclables must be disposed of in designated garbage bins throughout the apartments/residence halls.

Appendix C - Campus Residences' Room and Repair Rates

[This index](#) lists the current room rates and minimum charge required to repair and/or replace Stony Brook University's apartment and residence halls facilities and furnishings within.