Graduate and Family Housing (GFH) Sublease Guidelines

Subleasing without the written approval of your specific GFH Community Housing Office (Verano Place, Palo Verde or Campus Village) **PRIOR** to the approval date is a violation of the TENANT'S lease agreement which is grounds for eviction of the TENANT and legal action against the sub-tenant including immediate removal from the premises for trespassing.

During the academic year (Fall, Winter and Spring Quarter – Fall and Spring Semesters for Law Students), approval from the Exceptions Committee is required prior to submission and approval of the GFH Agreement to Sublease form. The GFH Community Housing office will e-mail the petitioner once the Exceptions Request has been approved or denied.

Only the approved GFH Agreement to Sublease form is required for summer. The TENANT will receive an e-mail when their GFH Agreement to Sublease has been approved or denied.

- 1. The Exceptions Petitioner form is available at any GFH Community Housing Office.
- 2. The GFH Agreement to Sublease form is available at any GFH Community Housing Office.

<u>Please review all the GFH Sublease Guidelines prior to submitting your request via the GFH Agreement</u> to Sublease form.

ELIGIBLE POPULATIONS: The sub-tenant must be affiliated with UCI (not UCI Extension). Sub-tenants must be a UCI graduate student, medical student, professional student, law student, a UCI undergraduate student 25 years of age or older or a UCI student with a partner or a child. (Only Verano Place and Palo Verde can sublease to the latter category and the unit must be a full unit rather than a single bedroom. Campus Village can only consider students without partners/children residing with them.) GFH Housing may consider junior or senior undergraduate students required to be on campus for summer classes or in paid UCI positions during the summer as a secondary population only after all eligible populations listed above has been exhausted and if they are eligible to live on campus. Visiting Scholars/Researchers and Post Docs with proof of hire dates by UCI will also be considered as a secondary population only after all eligible populations listed above have been exhausted. Proof of UCI affiliation is required and a person must be 18 years of age to enter into a subleasing agreement. A copy of photo identification of the sub-tenant and all persons 18 years of age and older residing in the apartment must be received by the GFH Community Housing Office for the sublease to be approved.

<u>APPROVED SUBLEASING:</u> The sublease agreement itself is between the TENANT and the sub-tenant. This sublease agreement may be terminated at will by the TENANT with written notification to the sub-tenant and to the GFH Community Housing Office. The sub-tenant must surrender the premises and all associated permissions within 24 hours of the written termination.

When approving a request to sublease, the University is only granting permission to the TENANT to sublease per the stipulations submitted at the time it is approved. Any changes after the approval date will make the approved sublease null and void and the subtenant must vacate within 24 hours of written notification. The sublease agreement itself is between the TENANT and the sub-tenant. In the event a

dispute arises between the TENANT and sub-tenant, the University may offer mediation services but accepts no responsibility for the agreement or resolution of the dispute. The University cannot assist the TENANT in collecting unpaid rent, fines, citations, fees or recovering funds from a sub-tenant who may have damaged and/or stolen personal property or University property. The University reserves the right to remove any sub-tenant immediately from the apartment in the event the sub-tenant violates University or GFH policies and will notify the TENANT. The TENANT is financially and legally responsible for the sub-tenant and their actions during the course of the approved sublease. If the University removes a sub-tenant due to lease violations, it is the sole responsibility of the TENANT to fill the vacant sublease and the University is not responsible for lost rent due to the removal of the sub-tenant's lease violations.

The TENANT is fully responsible for all obligations under the Lease Agreement and regulations for GFH Apartments, including, but not limited to payment of rent, late charges, keys, parking permissions and damages caused to apartments or community during the sublease period. If the TENANT does not already have a vehicle with resident parking permission, one temporary parking permission may be issued upon receipt of the required documents. Under the TENANT'S discretion, arrangements can be made between the TENANT and sub-tenant to transfer the TENANT'S parking permissions to the subtenant during the sublease period.

Sub-tenants are prohibited from bringing pets. Properly trained and registered animals needed to provide assistance to a person with disabilities are not deemed pets. These animals are permitted and must be registered with DSC and the Palo Verde office PRIOR to the sublease being approved. Not all subleased apartments are suitable for specific accommodations. (Example: Accommodation Recommendation for a ground floor apartment requires the sub-tenant to choose a ground floor subleasing option.) Please contact the Associate Director of Residential Life from the specific GFH community for further details and for any clarifications regarding accommodation requests prior to the sublease request review to best accommodate the specific recommendations.

COMPLETING THE AGREEMENT TO SUBLEASE FORM:

Section I: Terms of Sublease Agreement

This section is completed by the TENANT.

- 1. TENANT: Name of TENANT.
- 2. Sub-tenant: Name of the person(s) subleasing.
- 3. Apartment #: Apartment to be subleased.
- 4. Sublease period: Start date of sublease (must be on or after GFH Community Housing Office approval date) and end date of sublease. Both dates must include the year.
- 5. Rental rate: If renting over the summer, TENANT must provide two rental rates: 1.) Rental rate for start date of sublease until 6/30/XX, then 2.) Starting 7/1/XX until end of sublease date. This rate cannot exceed the rate the TENANT pays.
- 6. Refundable security/damage deposit: This may be any amount including zero.
- 7. Sub-tenant contact information: Local/Domestic Telephone number and UCI e-mail of the person(s) that will be subleasing.
- 8. Emergency contact information for the TENANT and sub-tenant: Emergency contacts must be provided in this section (which includes a Local/Domestic Telephone number).

Section II: To Be Completed by TENANT (and Spouse/Domestic Partner, if applicable)

- 1. TENANT prints name, signs, provides student I.D. # and dates.
- 2. If the TENANT has a spouse/domestic partner, that individual prints their name, signs, provides student I.D. # (if applicable) and dates.
- 3. New address: TENANT'S new address during the course of the requested sublease period.
- 4. E-mail address: TENANT'S e-mail address.

Section III: To Be Completed by Apartment-Mate of TENANT (if applicable, for shared spaces)

- 1. Apartment-mate(s) fill in apartment number and name of apartment-mate that has requested to sublease their room.
- 2. Apartment-mate(s) print their name, sign, provide student I.D. # and date.

Section IV: To Be Completed By Sub-tenant

- 1. Sub-tenant prints name, signs, provides UCI Student/Staff ID # and dates.
- 2. If the sub-tenant has a spouse/domestic partner that will be residing with them, that spouse/domestic partner prints their name, signs, provides UCI Student/Staff ID # (if applicable) and dates.
- 3. If the sub-tenant has children who will be occupying the apartment, the sub-tenant provides name(s), gender and date of birth.

Section V: To Be Completed by the GFH Community ADRL (or Director)

1. Leave blank.