NEW ZEALAND CODE OF PRACTICE FOR TERTIARY STUDENT ACCOMMODATION

Tertiary Student Accommodation Working Party - 4 October 2004
New Zealand Code of Practice for Tertiary Student Accommodation

PREAMBLE

The purpose of this Code of Practice is to provide a framework within which tertiary education providers and suppliers of student accommodation can work together to the benefit and protection of students. It formally expresses the special obligations and relationships that make student accommodation in halls of residence different from boarding houses and other types of accommodation. This difference in nature makes it impracticable for the former to come under the Residential Tenancies Amendment Act 2004 (RTA). It also makes it necessary to outline what this difference in nature implies for policies and procedures so that residents have some form of equivalent protection to the RTA and it is clear what the accommodation needs to provide to be exempt from coverage.

The RTA as amended excludes tertiary student accommodation from coverage where that accommodation meets all of the following five criteria:

- Accommodation is exclusively for student use;
- The premises are owned or operated by the tertiary education provider(s) or there is a written agreement between the accommodation provider and the tertiary education provider(s) that sets out rights and obligations of the parties and a dispute resolution process to manage any disputes;
- There are accommodation services over and above those provided by boarding houses;
- There are house rules in place that create an environment that fosters students' personal development and sense of community;
- The accommodation provider takes reasonable steps to ensure that student tenants have access to the house rules.

To assist accommodation providers in meeting their responsibilities and to ensure residents are given appropriate protection and care, the Code contains both standards and guidelines. Standards, in regular font, indicate that all accommodation providers operating student accommodation should comply with these standards in order to meet a minimum level of acceptable performance. Guidelines, in italic font, indicate practices and or policies that are recommended, but not necessarily required, to meet a minimum level of performance, or are included for clarification purposes.

The Code was endorsed on 29 September 2004 by the Tertiary Student Accommodation Working Party and applies to all tertiary student accommodation providers that seek exemption from the RTA. It will be reviewed in 2007.

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1 NZUSA and other student associations wanted all student accommodation to come under the Act.
2 As provided by the Ministry of Housing September 2004
3 Where residents are other than students, and are in residence for more than 28 days, the Accommodation will revert to being a Boarding House and will come under the RTA.
DEFINITIONS

In this Code, unless the context otherwise requires:

'Accommodation' means tertiary student accommodation excluded from coverage of the Residential Tenancies Amendment Act 2004.

'Act' means the Education Act 1989.

'Code' means this Code of Practice.

'Provider' means a tertiary institution as defined in section 159 of the Act or a private training establishment.

'Residential pastoral care' means having services which include:
- having trained residential staff that live on site;
- a process for identifying students who need support and assistance;
- provision of advice and/or referral to appropriate support services;
- a programme of social and community activity; and
- a well documented complaints and appeals procedure.

'Residents' mean those students residing in the Accommodation.

'RTA' means the Residential Tenancies Act 1986 or as amended.

PART 1: GENERAL

The following general principles underpin the Code.

- Tertiary students will be provided with good quality residential accommodation and services at reasonable cost in a communal environment that promotes learning in its broadest sense, with an emphasis on academic success and personal development.

- The delivery of services and facilities are based on the recognition of the worth of the individual, equitable access, fairness, consistency and inclusiveness.

- All interactions with residents are characterized by respect and acknowledgment of their rights, natural justice, dignity, privacy, confidentiality, equality, and an open, consultative approach.

- The environment is safe and secure and free from harassment and discrimination.

- The spirit and intent of the RTA is reflected in all policies, procedures and practices except in circumstances where the nature of student accommodation makes this impracticable.

- Recognition is given to the financial constraints students are under and reflected in policies where this is possible.
PART 2: BEST PRACTICE STANDARDS

2.1 ADMINISTRATION STANDARDS

Contracts
A residential contract between the Accommodation and resident is in place.

The residential contract is clear and concise, written in plain English and covers:
- The residential period
- Services provided
- Resident financial and community obligations including all fees, any additional user charges, timeframes for payment, and any financial penalties imposed for breaking the contract.
- The Accommodation obligations
- The penalties for inappropriate behaviour by the resident.

Note: Where a high percentage of students have English as a Second Language, and where practical, the contract should be translated into the key majority languages to assist the students understanding. An approved translator should complete the translation.

A sample contract is included as Schedule 1.

The resident is provided with a copy of the handbook setting out house rules prior to signing the contract or as a component of the contract.

When a resident leaves before the term of the contract, the resident is only charged at the advertised rate for the period of time the room is vacant, along with the cost of any damage to the property or chattels attributed to the individual and/or an appropriate share of the collective costs due to damages than cannot be attributed to any individual resident during the period of their residency. A financial penalty of no more than one week’s rental may be imposed for breaking the contract.

Note: Resident and student association input is sought when the contract is reviewed.

Deposits
Deposits are made up of refundable and non-refundable components, each of which is clearly identified and defined in the initial offer and in a way that can be easily understood by the applicant.

The bond component is set at no more than the equivalent of four weeks advertised rate and is refunded within six weeks of the termination of the contract. The amount of bond refunded is less any monies owed, the cost of any damages attributed to the individual during their residency, and an appropriate share of the collective costs due to damages that cannot be attributed to any individual resident(s) plus any other outstanding charges such as fines.

The refundable components of the deposit are refunded in full if the applicant withdraws six weeks or more before the start of the residential period or if the student is refused
entry to the educational institution. If the applicant withdraws less than six weeks before the start of the residential period, refunds are at the discretion of the hall.

If an activity fee is charged, it is set at a rate reasonable for the services provided during the year and in a way that is transparent to the resident.

*Note: Under certain circumstances a portion may be refundable.*

Any administration fee component of the deposit is set at no more than the equivalent of one week's advertised rate. This may be non-refundable and is only charged if the student accepts an offer of accommodation.

**House Rules**
The acceptance of house rules is part of the offer and acceptance process for new residents.

House rules meet the test of reasonableness, are clearly defined, and promote resident safety, a learning environment, and encourage personal development and a sense of social responsibility.

House rules reflect the spirit of the RTA except where these are impracticable due to the nature of the residency.

*Note: For example, it is impracticable to always give 24 hours notice or have a resident’s permission to enter a room when enforcing some house rules or for health and safety reasons. In these cases the following standards apply:*

Staff members only enter a resident’s room without giving 24 hours notice, or without their permission to enter, for safety and health reasons and to enforce house rules relating to noise and illegal acts.

When a resident requests maintenance they are deemed to have given permission for a tradesperson to enter the flat or room.

At all times a reasonable warning of entry is given at the time of entry.

Residents understand the circumstances and the procedures involved under which a room may be entered.

*Note: Where practicable, residents are given the option of being present when trades people are in the room.*

Conduct prohibited includes, but is not limited to:
- Discrimination as defined in the Human Rights Act 1993
- Sexual harassment as defined in section 62 of the Human Rights Act 1993
- Racial harassment as defined in section 63 of the Human Rights Act 1993
- Causing racial disharmony as defined in section 61 of the Human Rights Act 1993
- Physical and emotional harassment.
Residents are advised of, and have access to, adequate and fair procedures for dealing with grievances including access to any grievance process available through the affiliated educational provider(s).

The Accommodation grievance procedure is included in the house rules, displayed in prominent positions within the Accommodation, and is accessible to all residents.

Residents, who consider the services provided by the Accommodation do not satisfy the requirements of the Code, or do not satisfy the criteria for exemption from the RTA, are provided with information on the process to seek redress.

*Note: Relevant advice and support contacts are provided such as Student Associations, Tenancy Tribunal, and Community Law Centre.*
2.2 FACILITIES & SERVICES STANDARDS

Maintenance
Alterations, maintenance and repairs, whether structural or non-structural, that are necessary to maintain the accommodation in a fit for purpose, habitable, safe and tidy condition are carried out as soon as practically possible and do not interfere, as far as is practical, with the quiet enjoyment rights of the Residents.

Statutory requirements
The Accommodation complies with all statutes, Regional and District Plans, bylaws and regulations, which relate to the Accommodation or its use, including the need to comply with all licenses, requisitions and notices.

Where required, a current building warrant of fitness is obtained each year.

An approved fire and earthquake evacuation safety plan is in place for the Accommodation and appropriate drills have been undertaken with the New Zealand Fire Service.

All appropriate health and safety procedures are in place as in accordance with the Health and Safety Employment Act 1991 or its amendments.

Insurance
Full replacement insurance for the Accommodation including all plant, equipment, furniture and chattels is in place.

Appropriate level of public liability cover in respect of any and every single event is in place.

Facilities
Note: The following outcomes are subjective in nature as the adequacy or appropriateness is dependent on the nature, age and size of the hall. The affiliated tertiary education provider should inspect the facilities at the time of application for a written agreement, establish suitable standards appropriate to that hall, and monitor these regularly to ensure that they are not breached.

The Accommodation is furnished and maintained in a manner designed to provide security, comfort, and an atmosphere conducive to study and a variety of learning opportunities.

Note: Adequate space should be provided for student study, socializing, recreation and group meetings.

Public, common, study and recreational areas are adequate to accommodate the numbers of residents they are intended for, are accessible to them and are adequately furnished.
Residents’ rooms are adequate in terms of size and appointments (lighting, ventilation, heating, wardrobe and drawer space, desk for computer, soundproofing).

*Note: Single bedrooms should normally be 10 square metres or over in size. Soundproofing should be such that a resident cannot hear normal conversation from the room next door.*

**General Services**
The range of services and facilities provided for residents is sufficient for the character and size of the community.

*Note: These could include postal, telephone, laundry, Internet access, and computers.*

The leisure activities of residents are appropriately catered for.

*Note: Typical facilities and services are: TV, reading, lounges, facilities for snacks, vending machines, gym, and storage for bikes and other equipment.*

The academic activities of residents are appropriately catered for.

*Note: Residents could have access to such facilities or services as: study room, library, music room, art room, or Internet connection to academic resources.*

The cleaning regime is adequate in all public and common areas.

*Note: All community bathrooms, as well as other public areas, should be inspected daily, and cleaned and sanitized as required to meet hygiene standards.*

Service areas are convenient, well lighted and maintained with due regard for resident safety and are adequate for the purpose.

*Note: This could include car parks, laundries, and storage.*

Measures are taken to promote a safe and secure environment in and around the Accommodation.

*Note: Examples of such measures are: police vetting of staff, lifts being monitored, resident swipe card access only, and service areas being well lit.*

**Food Service for catered halls**
Where this is practicable, meal provision is at such times and organized in such a way as to support the needs of students including their religious and cultural beliefs.

There is evidence of menu planning with quality foods to provide optimum nutrition and variety.

Procedures are in place to ensure food safety and comply with food safety regulations.

The dining area is kept clean and in good repair and reasonably accommodates residents.

Resident feedback is sought into the development and provision of the food service.
2.3 CARE AND PROTECTION STANDARDS

There is a system of residential pastoral care, through which residents are supported, and their health and welfare promoted.

The environment of the Accommodation creates a culture of care and respect for both residents and property and promotes responsible social behaviour and academic success.

An activity programme is in place, where activities likely to humiliate others are prohibited, where the activities promote independence and self-sufficiency, and assist residents to develop social skills and an ability to live harmoniously within the community.

*Note: Activities could include sporting and social events, and special meals.*

The Accommodation promotes “best practice” in the provision of a safe social environment and host responsibility, encourages safe practices, and promotes in residents a respect for and a concern for others in a social setting.

A critical incident procedures manual is in place, which guides staff and students involved in the incident through the immediate actions required and in the follow up debriefing processes to minimize its immediate and longer-term impact.

Clear guidelines and procedures for dealing with sexual harassment exist and all staff are trained in dealing with such situations.

The Accommodation reflects the cultural needs and aspirations of specific groups where practicable.

*Note: For example: women’s only floor; non-alcohol floor; Maori floor; Pasifika floor.*
2.4 PLANS AND PERFORMANCE STANDARDS

Planning
The Accommodation has a Statement of Intent or Mission Statement, which identifies its purpose as that of providing accommodation and related services for a community of students.

A formal evaluation of the performance of the Accommodation is carried out at regular intervals and includes feedback from residents and relevant student associations.

Note: Annual surveys of residents are carried out and the results provided to the affiliated educational provider.

There is evidence of development of the Accommodation through action on the findings of the evaluation.

Residents are represented on planning and policy making bodies where appropriate.

Note: Formation of a Residents’ Association is strongly encouraged.

The Accommodation demonstrates a commitment to the Treaty of Waitangi/Te Tiriti o Waitangi.

Staffing
Staff members are given opportunities to be aware of the Code and demonstrate their knowledge of it in their day-to-day activities.

Staff members are appropriately trained, supervised, supported and resourced to enable them to carry out their functions effectively and treat residents respectfully and courteously at all times.

Sufficient numbers of qualified residential staff members are employed to carry out the Statement of Intent of the Accommodation.

Note: An international best practice ratio of Residential Advisers to residents is no more than 1 to 20, in a hall where residents are primarily first year students coming straight from school or leaving home for the first time. The recommended maximum ratio in such a hall is no more than 1 to 34.

Accounting/Finance
The administration of funds is handled in accordance with established, responsible accounting procedures as established by international and national financial reporting and accounting associations.

Adequate funding is available to carry out the Statement of Intent, including reserves for repairs, replacement, and capital improvements.
Adequate and appropriate internal controls are in place to ensure full accountability of financial processes including providing receipts for all financial transactions made by the resident, and providing residents with up to date information on what they owe to the Accommodation.
SCHEDULE 1 – sample generic contract

(Name of Hall) RESIDENCE CONTRACT

PARTIES
(1) (Name of Hall of Residence)
(herinafter referred to as the ‘Hall’)

(2) Full Name
(herinafter called the ‘Resident’)

(I) TERM OF CONTRACT
I, ........................................ accept residence at...(name of Hall) for the...(number of weeks) weeks of the academic year (or term) in...(year), being ...........(beginning date) to ......................(end date).
The rules and regulations pertaining to this contract are set out in the.................... (formal name of booklet containing the full rules and regulations), hereinafter referred to as the ‘House Rules’, and are part of the contract.

(2) CONDITIONS
(a) The Hall agrees to provide:
- A safe and supportive environment that facilitates learning
- A grievance procedure to assist the resolution of any disputes
- Timely repayment of the Bond less any financial liabilities of the Resident
- A programme of social and community activity.
- E.g. Three meals a day served in the dining room, vegetarian and special diets as required.
(Note: the first four are generic then it is anything you want to provide.)

(b) The Resident agrees to:
- Pay the fees in the manner and time stated as specified in the Fees Schedule for the type of room allocated.
- Comply with the rules and regulations as set out in the attached House Rules.
- Take collective responsibility for the supportive and harmonious atmosphere in the Hall, showing consideration towards other residents and neighbours, and their property. (Note this one is optional – you may or may not want to have something like this in here, as compliance with the House Rules should lead to this outcome.)

(3) FEES SCHEDULE
(a) Deposit: A deposit of...(-dollar amount) is payable on accepting the offer of a place and must be sent with the signed Contract to confirm a place. The Deposit is made up of the following:
(List all components and if they are refundable) e.g.
$ Bond (refundable)
$ Administration fee (non refundable)
$ Residents Association Fee (non refundable)
$ Student Development and Activity Fee (non refundable)

(b) Fees: The following fees are due in quarterly instalments unless other arrangements are made
on....................................................................... (dates when payments due. Then list all fees.)
e.g. Full Board: standard single $ per week
Self-catered standard single $ per week
(4) WITHDRAWAL
Any Resident wishing to leave before the end of the residency term will be responsible for the fees for the full term of the Contract unless a replacement acceptable to the Hall is found. A penalty of (amount) will be charged.
If after signing this Contract the Resident withdraws less than six weeks before the start of the residency period the bond and administration fee will not be refunded.

(5) SANCTIONS
The Hall may impose the following sanctions for non-payment or late payment of the fees and for breaches of the House Rules. These are explained more fully in the House Rules:
• Oral or written warning for breaches of the House Rules;
• Community service within the Hall for breaches of House Rules;
• Suspension from the Hall for a particular period for serious breaches of the House Rules;
• Expulsion from the Hall at a specified date of departure with no refund of fees except at the discretion of the Hall for serious breaches of the House Rules;
• Refund the Bond less any monies owed, including the cost of damages attributed to the Resident during their residency and an appropriate share of the collective costs due to damages that cannot be attributed to any individual resident;
• Charge (amount) for late payment of fees at the discretion of the Hall;
• Recover the cost of compensation for any loss or damage caused by misconduct; and
• Note that debt collection costs will be the responsibility of the debtor.

ACKNOWLEDGMENT
I have read and understood the House Rules of the Hall and understand the obligations, which I incur in accepting my place at the Hall.

SIGNED ____________________________ (Resident)

SIGNED ____________________________ (Head of Hall)

DATED ____________________________ (Day) ______ (Month) ______ (200)

FINANCIAL GUARANTOR
The following guarantee must be made on behalf of any person taking up residency. If there is no guarantor available in New Zealand the year's fees must be paid in advance on arrival.

I have read and understand the conditions under which residency is offered by ...(name of Hall) and agree to meet all the financial obligations incurred by ____________________________ (Student's full name)

Usual signature of Guarantor
Full Name and address
Phone: ______ Fax: ______ email: ______