

# Internal Rules for Halls of Residence

## Preamble

The present rules apply to all tenants regardless of their legal situation. Where necessary, they may be complemented by special conditions annexed to them.

The present Internal Rules are annexed to the admission decision setting the terms and conditions of tenancy of a dwelling in a hall of residence, and form part of said decision.

## Article 1 DECISION REQUIREMENT

A beneficiary may not occupy a dwelling in a hall of residence unless they have first received an explicit decision from the Director General of the CROUS authorising admission, renewal or readmission. Furthermore, the tenancy right is temporary and revocable.

## Article 2 UNAUTHORISED OCCUPANTS

Occupants who have not received an explicit decision of admission or renewal, or who lose their tenancy right in the course of the year, become unauthorised occupants. Their continued illegal occupancy shall give rise to an expulsion procedure, without prejudice to the recovery of any rental fees that may be outstanding. Any unauthorised occupant is liable for an occupancy fee the amount of which is set by the Management Board of the CROUS, without prejudice to any expulsion procedure that may be brought against him or her.

## Article 3 PEACEFUL TENANCY AND COMPLIANCE WITH PURPOSE OF TENANCY

Dwellings must be occupied peacefully and in accordance with the rules of public order. Tenants must refrain from noisy activities at all times, in particular after 10 pm, in order to respect the work of other tenants and the CROUS personnel assigned to or living in the hall of residence, as well as any person or service provider working in the hall of residence.

The use of illegal substances is prohibited. Alcohol consumption is prohibited in the common areas.

## Article 4 VISITING RIGHTS

Each tenant is entitled to receive visitors freely. Visiting rights shall not lead to any accommodation rights. Tenants are responsible for the visitors to whom they have given authorised access and for any incidents that said visitors may cause in the dwelling and in the common areas of the hall of residence. Authorised visiting rights shall be exercised in the presence of the designated tenant.

## Article 5 SUBLETTING OR ACCOMMODATING A THIRD PARTY

Subletting (whereby a tenant of a hall of residence places the dwelling at the disposal of a third party in exchange or not for compensation, most often in cash) is strictly prohibited.

The tenancy right is strictly personal and non-transferable and prohibits subletting, which constitutes a punishable offence. Should the CROUS find infringements showing that the dwelling is sublet to, or occupied by, a third party (presence of extra mattresses, presence of occupants unknown to the CROUS, publication of advertisements on the sites of organisations offering rentals), the tenant may be summoned to a disciplinary hearing.

In this hearing, during which the student may submit their comments, the suspicions may be refuted or confirmed. In the event of proven subletting or hosting of a third party, a sanction decision will be issued, resulting in immediate expulsion.

## Article 6 COMPLIANCE WITH SAFETY RULES

Tenants may not in any way whatsoever put the safety of other residents or staff members at risk, for example by obstructing entrances or exits or by damaging safety equipment. It is prohibited to disconnect or obstruct the smoke detectors and alarms installed in dwellings.

For safety reasons, apart from the appliances provided by the CROUS, tenants undertake not to use gas-fired or other heating appliances, hobs or other cooking equipment (except for microwaves) in their dwellings or in common areas, and not to possess objects or appliances likely to compromise the safety of people or goods.

Similarly, the use of multiple connections or of an excessive number of electric or any other types of appliances is prohibited. The storage of hazardous or flammable products is strictly prohibited.

The mechanical ventilation systems must not be obstructed. It is prohibited to store bulky items (crates, cases, bicycles, etc.) in the common areas.

It is prohibited to place or hang objects on windowsills, in corridors, on staircases and in common rooms. Tenants may not intentionally install any locks other than those already in place. Tenants are responsible for the loss of their keys, which they must not give to any other person under any circumstances. If keys are lost, the tenant must inform the hall of residence and bear the cost of replacement, after which the CROUS will have the lock changed if necessary.

The CROUS declines any responsibility for any theft of which the tenant may be a victim in their dwelling or within the hall of residence. Tenants must pay for any damage that they cause out of their own funds.

Any malfunction, accident or incident must be brought without delay to the attention of the management of the hall of residence. Tenants may not interfere with the water, electricity, gas, internet or heating networks.

## Article 7 COMPLIANCE WITH HYGIENE AND MAINTENANCE RULES

Cleaning of the common areas is managed by the CROUS. However, tenants must contribute to the cleanliness of the premises by adopting appropriate behaviour, in particular in common spaces. Tenants are responsible for the hygiene and cleanliness of their own dwellings and must ensure the regular upkeep of these dwellings.

If tenants note the presence of pests (bed bugs, cockroaches etc.), they must immediately inform the hall of residence. The resulting costs (cost of the protocol, intervention by a company) are incurred by the CROUS but may be re-invoiced to the tenant in the event of a failure to report the infestation or of non-compliance with the disinfection protocol.

Animals are not admitted to halls of residence unless the tenant can provide proof of a notification from the Commission for the Rights of the Disabled of their disability status. The tenant must have a permit for the animal.

The CROUS reserves the right to visit the dwellings to check their condition subject to providing the students with at least 48 hours' notice. This period may be reduced in the event of a force majeure.

## Article 8 INTEGRITY OF THE DWELLING

Tenants may not make alterations to the dwellings made available to them. Unless agreed in writing by the residence manager, the furniture in the dwelling may not be changed or removed. The furniture remains the property of the CROUS. In the event of non-compliance with these rules, the CROUS may demand that the tenant either restores the dwelling to its former state or have this work done at the tenant's expense.

## Article 9 COMPLIANCE WITH HEALTH RULES

Within the specific framework of student residences, which contain numerous common areas, in the event of a suspected case of contagious disease, accident or serious illness, a declaration must be made as soon as possible to the manager of the hall of residence or the on-call staff member. Tenants must undergo the necessary medical checks.

If the illness is serious or contagious or requires special care or specialised facilities, the tenant may only return to the residence if they have a medical certificate specifying that they present no contraindication to community life. Should this prove to be impossible, the CROUS may help the student find a suitable dwelling adapted to their medical needs.

In the event of a health crisis, tenants must make sure they comply with all the health rules in the hall of residence to prevent the risk of contagion.

## Article 10 RIGHT OF ACCESS TO DWELLINGS

Tenants may not prevent access to their housing when the safety of people and goods, the upkeep of the premises, or verifications of the enforcement of the present Internal Rules so require.

Except in emergencies (for example in the event of a risk of damage to property or people), this visit will be notified in writing to the tenant beforehand.

Visits may be conducted in the absence of the tenant if an intervention has been requested by the tenant.

## Article 11 TENANT RIGHTS

Any tenant admitted to a hall of residence has the right to freedom of expression, of cultural information, of politics, of trade union, of religion, of assembly and of association. These freedoms should be exercised with respect for the individual freedoms of the other residents and in keeping with the principles of secularity and neutrality.

All proselytist activities are prohibited.

## Article 12 COMPLIANCE WITH THE RULES OF COMMUNITY LIFE AND CITIZENSHIP

Tenants' exercise of their individual freedoms must be reconciled with the following principles:

- Respect for the residence staff and those of the CROUS headquarters;
- Respect for the premises and its equipment;
- Respect for other residents, in particular by ensuring their peace and quiet.

Furthermore, in compliance with Article L141-6 of the Education Code and Article 6 bis of Law No 83-634 of 13 July 1983 concerning the respect for others and all individuals that is incumbent upon everyone: "residences are a human community in which each person must show tolerance and respect for the personality of others and their convictions. The use of physical and sexual violence, verbal abuse and any form of harassment, including online harassment, intimidation or discrimination and any comments or behaviour that are racist, anti-Semitic, sexist or homophobic or that reduce others to a physical appearance or disability, are unacceptable with regard to the right of every individual to live in a climate of security and tolerance".

Lastly, the residents accept the values of good citizenship, respect for the environment and sustainable development upheld by the CROUS as the supervisory administrative body. Compliance with these rules implies an obligation to be attentive to any anomaly likely to cause wastage of water or electricity

in the common or private parts of the halls of residence. The principle of proper management of water and energy is binding upon all residents. Sorting any personal waste and proper use of the containers and waste collection systems decided upon by the public authorities also constitutes an obligation for residents.

## Article 13 RESIDENCY BOARD

Each hall of residence has a Residency Board composed in equal parts of elected students and representatives of the CROUS; its number is proportional to the number of tenants. Tenants that have been admitted are electors and eligible for election. The Residency Board is tasked with studying the conditions of community life on campus, in particular in the social and cultural spheres, and with giving feedback on the difficulties and requests of residents and dealing with them if needs be. The prerogatives and the composition of these boards are detailed in a specific document given to tenants upon their arrival.

## Article 14 ASSOCIATIONS AND COMMUNITY ACTIVITIES

No enterprise may have its headquarters in a hall of residence. No association may have its headquarters in a hall of residence without first obtaining written authorisation from the Director General of the CROUS. Any association wishing to have its headquarters in the hall of residence must provide the Director General of the CROUS with a declaration of its incorporation, its purpose, its resources and the names of its managers; this declaration does not exempt it from its obligations to fulfil the formalities stipulated by law.

Areas dedicated to posters are available to tenants in halls of residence. Any such information must first be sent in writing to the hall of residence. No posters may be displayed outside of these dedicated areas. Any information displayed in these areas must always be translated into French. An authorisation from the residence manager must be requested at least eight days in advance for any community activity of any kind organised by residents or an association.

## Article 15 SMOKING

In accordance with the provisions of Decree No 2006-1386 of 15 November 2006 setting the conditions for the prohibition of smoking on premises assigned to collective use, that is, enclosed and covered spaces that receive the public or are workplaces, it is prohibited to smoke in halls, corridors and common areas.

The same prohibitions apply to vaping (Decree No 2017-633 of 25 April 2017).

## Article 16 CCTV

The common areas, passages and entrances and exits of halls of residence may be fitted with CCTV protection. Tenants are informed of this upon their admission and may request their right to access recordings from the residence manager under the conditions stipulated in the General Data Protection Regulation (GDPR).

## Article 17 INTERNET ACCESS

The hall of residence may be connected by a telecommunications operator. In such cases tenants have internet access in their dwellings. Activation of the service is conditional upon acceptance of its general terms and conditions of use. Under no circumstances is it permitted to intervene and/or modify the existing technical installations of the residence operator.

## Article 18 CONSEQUENCES OF NON-COMPLIANCE WITH THE INTERNAL RULES

Any violation of the present Internal Rules may, depending on the seriousness and/or repeated nature of the violation, give rise to the following incremental sanctions:

- Written warning from the hall of residence manager
- Written warning from the management of the CROUS
- Automatic transfer to another hall of residence
- Expulsion after a specific warning from the management has gone unheeded
- Expulsion without prior warning from the CROUS

Any serious breach of the rules of community living or damage to the integrity of a staff member or any other person may lead to expulsion without prior warning from the CROUS.

## Article 19 RESPECT OF THE ADVERSARIAL PRINCIPLE

The aforementioned sanctions in accordance with Article 18 are notified in writing and reasons are given. In accordance with the adversarial principle, expulsion sanctions are preceded by a meeting with the Director General of the CROUS or their representative, in which the tenant may be assisted by the counsel of their choice. The contact details of student representatives sitting on the Management Board are sent to tenants as soon as said representatives are elected.

## Article 20 CONSEQUENCES OF UNAUTHORISED OCCUPANCY

## article 20.1 In the event of non-renewal upon expiry of the initial tenancy

The tenant receives a decision of non-renewal or non-readmission for the forthcoming academic year with reasons given. Tenants who have not completed the necessary procedures for their readmission or renewal in accordance with the conditions defined by the CROUS in application of the rental management circular, or whose request for readmission or renewal has been refused by a decision by the CROUS, with reasons given, may not remain in the premises beyond the end-of-tenancy date. Should the tenant remain on the premises beyond the date indicated in the initial decision, they become an unauthorised occupant. They will then receive formal notice to leave the premises. They have fifteen days from this notification to leave the premises. Occupancy beyond this date shall give rise to compensation in accordance with the pricing adopted by the CROUS management board.

Failing this, the CROUS will refer the case to the President of the geographically competent Administrative Court in order to seek expulsion measures.

## article 20.2 In the event of an expulsion sanction during the tenancy

In the event of an expulsion sanction as described in Article 18 of these Internal Rules, a termination decision is sent.

Should the tenant remain on the premises, they become an unauthorised occupant. They will then receive formal notice to leave the premises. They have fifteen days from this notification to leave the premises. Occupancy shall give rise to compensation in accordance with the pricing adopted by the CROUS management board.

Failing this, the CROUS will refer the case to the President of the geographically competent Administrative Court in order to seek expulsion measures.

## article 20.3 Other cases

In the event of loss or non-justification of the status of rights holder, regular failure to pay fees, or failure to produce the documents described in Article 4.1 of the admission decision, a termination decision is sent.

Should the tenant remain on the premises, they become an unauthorised occupant. They will then receive formal notice to leave the premises. They have fifteen days from this notification to leave the premises. Occupancy shall give rise to compensation in accordance with the pricing adopted by the CROUS management board.

Failing this, the CROUS will refer the case to the President of the geographically competent Administrative Court in order to seek expulsion measures.

These Internal Rules shall take effect on September 1<sup>st</sup> 2021.