

Dispute Settlement by Mediation and/or Arbitration

1. Student Housing Office Mediation Services

Due to the natural conflict of interest between owners and tenants, disputes and misunderstandings will sometimes arise. The BYU-Idaho Student Housing Office believes that problems can be resolved if both parties will negotiate and reason one with another. Owners and students are, therefore, encouraged to try to solve problems face-to-face on their own.

If, however, a landlord or student needs additional assistance in solving a housing problem, either may seek advice from the Student Housing Office and, if necessary, submit a written complaint. The Student Housing Office will then investigate the problem to ascertain the validity of the complaint and the nature of the problem by firsthand observation of apartment facilities and/or by personal contact with the individuals involved. The Student Housing Office may act as a mediator by giving advice and suggesting possible solutions to settle the dispute.

If an owner and student fail to resolve their differences after mediation efforts by the Student Housing Office, they may apply to the Housing Arbitration Board to adjudicate the matter by arbitration.

Collection of rental payments is an obligation of the landlord. However, in those cases where tenants refuse to make payments, landlord may submit a written complaint to the Student Housing Office for mediation at least one month before the end of the semester (for more information on the process to submit a claim, please see the Appendix pg. R). If the student fails to make payment through the mediation process, it will be heard by the Housing Arbitration Board. The arbitration process may result in a decision to rescind student status and prevent the student from attending school the following semester and beyond until payment is made.

2. Housing Arbitration Services

Idaho law provides that two parties may agree in writing to submit to arbitration any controversy that may arise in the future. The American Arbitration Association has shown that the existence of a promise to arbitrate a future dispute in any segment of society has the effect of reducing the amount of discord and dispute within that group. In support of this belief BYU-Idaho has issued an arbitration clause to be used by all approved owners in their rental agreements with students (see Required Contract Clause, page 30).

The clause legally binds the owner and the BYU-Idaho student-tenant to settle their disputes, if requested by either party, first through the mediation services of the BYU-Idaho Student Housing Office and then, if necessary, through the arbitration services of the BYU-Idaho Housing Arbitration Board. The University believes that this system of dispute settlement improves the rental relationship between owners and students and reduces controversies among students and owners in general.

Brigham Young University-Idaho Housing Arbitration Board

The Housing Arbitration board is a formal, four-member arbitration panel established by BYU-Idaho specifically for adjudicating disputes between BYU-Idaho students and approved housing. In order to qualify for arbitration, a student tenant must be admitted to a track and enrolled in classes, either part-time or full-time, at BYU-Idaho during the semester or term over which the dispute has arisen. The board consists of (1) a legal advisor as chairman; (2) a university faculty or administrative staff member, appointed by the president of BYU-Idaho; (3) an owner/manager, elected or selected by the Off-Campus Householders' Association; and (4) a student, nominated by the BYU-Idaho student body president and appointed by the Dean of Students.

The BYU-Idaho Student Housing Office, under the direction of the Dean of Students, coordinates all matters relating to the board. The board hears a case after the complainant submits a written demand for a hearing. Hearings are scheduled by the Student Living Office as needed, usually within two weeks from the time the demand is made for a hearing. Hearings are usually scheduled on weekdays between 8 a.m. and 5 p.m. at a designated location on campus. Both parties are expected to produce evidence and/or witnesses to substantiate their arguments.

After the hearing, the board deliberates the case and issues a majority decision in writing, which is sent to each party within thirty (30) days. The decision of the board is final and legally binding. A student who fails to satisfy any judgment of the BYU-Idaho Housing Arbitration Board may be prevented from registering for school and/or have a hold placed on grade transcripts until judgment is satisfied. If the owner fails to comply with the judgment of the board, BYU-Idaho may withdraw its approval of the apartment complex for student occupancy (see Process for "Approved Housing Status" Section).

The board and the arbitration clause are authorized by the provisions of Idaho Code 7-901. Under this law, the decision of the board is enforceable through the courts and, under certain circumstances, the decision could be reconsidered by a court. The board is governed by its own rules, which are incorporated herein. The following Arbitration Rules of the BYU-Idaho Housing Arbitration Board declare the procedures, limitations, and rights of the parties involved in arbitration before the board.

I. Rules—A Part of the Arbitration Agreement

Section 1 - Agreement of Parties

The parties shall have agreed to be governed by these Rules when they signed the rental agreement containing the arbitration clause. These Rules and any amendments shall apply in the form existing at the time the arbitration is initiated.

II. The Tribunal

Section 2 - Power of Arbitrators

Notwithstanding state law, the parties have agreed to give the arbitrators the exclusive right to determine all questions of law and fact involved in the dispute. The arbitrators shall have the power to enforce the decision according to the provisions in Section 45 of these Rules.

Section 3 - Name of Tribunal

The tribunal designated for the settlement of the parties' dispute under these Rules shall be called the Housing Arbitration Board (HAB).

Section 4 - Administrator

The Dean of Students is the administrator of the arbitration. The authority and responsibilities of the administrator are prescribed in these Rules.

Section 5 - Panel of Arbitrators

The Brigham Young University-Idaho Student Housing Office shall establish and maintain the Housing Arbitration Board under the direction of the Dean of Students and shall administer the appointment of the arbitrators as provided for in Sections 15 through 19.

Section 6 - Limitations

The only parties eligible for arbitration before the HAB are (a) students of BYU-Idaho and (b) apartment owners and their legal agents whose facilities are classified as University approved.

III. Initiation of the Arbitration

Section 7 - Mediation

No party shall have the right to initiate arbitration until normal complaint procedures prescribed by the Student Housing Office have been exhausted.

Section 8 - Initiation Under an Arbitration Provision in a Contract

Arbitration under an arbitration provision in a contract shall be initiated in the following manner: The initiating party shall file two (2) copies of a written notice of demand to arbitrate with the Student Housing Office, which notice shall contain a statement setting forth the nature of the dispute, the provisions of the contract violated, the amount involved, if any, and the remedy sought, together with two (2) copies of the arbitration provisions of the contract in dispute. The Student Housing Office shall give notice of such filing to the other party in accordance with the provisions of Section 10.

Section 9 - Initiation Under a Submission

Parties to an existing dispute where the contract does not provide for arbitration, but who meet the criteria of Section 6, may commence an arbitration under these Rules by filing at the Student Housing Office two (2) copies of a written agreement to arbitrate under these Rules signed by both parties. It shall contain a statement of the nature of the dispute, the provisions of the contract violated, the amount of money involved, if any, and the remedy sought.

Section 10 - Notice to Defending Party

Upon receipt of a Demand for arbitration that complies with the requirements of Section 8, the Student Housing Office shall (1) file a copy of the Demand in the Student Housing Office, (2) have the Demand personally delivered to the defending party at the last known address. If the address is out of town, the Demand will be sent by registered mail.

For purposes of giving notice of the Demand, the last known address of a Landlord shall be that address registered with the Student Housing Office as of the date of the Demand. The address of a student shall be the address registered with BYU-Idaho or as registered with the Student Housing Office prior to submission of the Demand.

Section 11 - Answering the Demand

The party upon whom the Demand for arbitration is made in accordance with Section 8 and 10 may file an answering statement with the Student Housing Office within seven (7) calendar days after receiving the Demand. The answering statement may set forth any defenses to the claims in the Demand and may also contain counterclaims in which other violations of the contract may be raised.

Upon receipt of the answering statement, the Student Housing Office shall immediately send a copy of the statement to the other party, which shall have the right to respond to any counterclaims within seven (7) calendar days. Any such response shall be forwarded by the Student Housing Office to the other party for its information, but no further answer shall be permitted without the consent of the Student Housing Office.

If no answering statement is filed within the stated time, it will be assumed that the claim is denied and that no other violations of the contract than the stated issues are to be considered by the HAB. Failure to file an answer shall not operate to delay the arbitration proceedings.

Section 12 - Prehearing Statement

Any party to the arbitration presenting oral or written testimony of witnesses, documentary evidence, or other tangible evidence shall identify such evidence in a prehearing statement to be filed with the Student Housing Office within a reasonable time before the hearing. Upon receipt of the prehearing statement, the Student Housing Office shall forward a copy to the other party before the hearing. Tangible evidence or witnesses presented by either party at the hearing shall be limited only to those identified in the prehearing statement unless the other party shall expressly agree at the hearing to its submission (see Sections 29 and 30).

Section 13 - Change of Claim

After filing of the claim and answering statement and prior to confirmation of a hearing date, if either party desires to make any new or different claim, such claim shall be allowed only with the written permission of the Dean of Students for good cause shown. If permitted, such claim shall be made in writing and filed with the Student Housing Office, and a copy shall be personally delivered or sent by registered mail, to the other party by the Student Housing Office. The other party shall have a period of seven (7) calendar days from the date of such mailing within which to file an answer. However, after a hearing date is confirmed with the Arbitrators, no new or different claim may be submitted without the consent of the Arbitrators.

Section 14 - Legal Representation

The parties to the arbitration may argue their own case or have any other person represent them. Any party having a lawyer represent them must disclose that fact to the Student Housing Office at least three (3) calendar days before the hearing. The Student Housing Office must immediately inform the other parties in the dispute of such legal representation and give them an opportunity to retain a lawyer if they so desire. When lawyers attend the hearing, they may advise their client, but may not speak for the client during the course of the hearing. Since the hearing is not governed by formal rules of evidence, most parties may and do effectively represent themselves.

IV. Appointment of Arbitrators

Section 15 - Appointment to the HAB

The Housing Arbitration Board (HAB) shall be chaired by a legal advisor appointed by the president of BYU-Idaho. The Arbitrators of the Housing Arbitration Board (HAB) shall be appointed and classified in the following manner:

1. Faculty Arbitrator - The president of BYU-Idaho shall appoint one or more full-time faculty or administrative staff to serve a term of not more than two (2) years as a Faculty Arbitrator.
2. Student Arbitrator - The BYU-Idaho president shall nominate one or more students of the University to serve a term of not more

than one (1) year as a Student Arbitrator. Nominees for appointment shall be appointed by the Dean of Students.

3. Landlord Arbitrator - All apartment owners or their legal agents having the University-approved classification may elect one or more members of said group to serve a term of two (2) years as a Landlord Arbitrator. BYU-Idaho shall determine the number of Landlord Arbitrators to be selected.

4. Alternate Arbitrators - Upon recommendation by the Dean of Students, additional persons meeting the criteria of each of paragraphs (1), (2), and (3) above may be appointed or assigned to serve as alternate arbitrators in place of the regular appointees when they are unable to perform their duties or if they disqualify themselves. The duties, powers, and responsibilities of arbitrators under these Rules apply with equal force to Alternate Arbitrators. Alternates for the Faculty and Student Arbitrators shall be appointed in the same manner as the regular appointees. Alternates for the Landlord Arbitrator shall be the first, second, and third runners-up, in that order, of the election described in paragraph (3) above. Alternate arbitrators are eligible to serve a full term as a regular arbitrator if so elected or appointed.

5. Multiple Terms of Arbitrators - Nothing in these Rules shall be construed to limit any person appointed to the Board of Arbitrators to serving a single term. Any arbitrator, if not disqualified under the provisions of Section 16, may serve additional terms, which may be consecutive or without limit.

Section 16 - Vacancies in the HAB

If any Arbitrator should resign, die, withdraw, refuse, or be unable to perform the duties of office, the Dean of Students may declare the office vacant. The Dean of Students shall have power to declare an arbitrator office vacant upon the grounds of habitual unavailability, unwillingness to conform to these rules and other laws and regulations affecting actions by arbitrators, and failure at any point during the term to meet the requirements of his or her office. Vacancies of Faculty Arbitrators and Student Arbitrators shall be filled in accordance with the applicable provisions of these Rules. Vacancies of Landlord Arbitrators shall be filled by the Alternate Landlord Arbitrator (as provided in Section 15) to finish the term of the vacated office.

Section 17 - Appointment for Each Arbitration Hearing

The Dean of Students shall appoint no more and no less than one (1) Faculty Arbitrator, one (1) Student Arbitrator, and one (1) Landlord Arbitrator, from among the HAB members to hear each arbitration case unless both parties agree in writing to waive this requirement. In such case, the Dean of Students shall select no more than three (3) voting Arbitrators from the HAB according to the mixture and number agreed to by the parties. The regularly assigned legal advisor shall serve as the non-voting chairman to the HAB.

Section 18 - Disqualification of Arbitrators

No person shall serve as an Arbitrator in any arbitration if he or she has any financial or personal interest in the result of the arbitration,

unless the parties waive in writing such disqualification. Upon receipt of information after the arbitrator is scheduled to hear the arbitration that such Arbitrator has grounds to disqualify himself or herself, the Student Housing Office shall immediately disclose such fact to the parties who, if willing to proceed under the circumstances disclosed, shall so advise the Student Housing Office in writing. If either party declines to waive the presumptive disqualification, the Arbitrator shall be excused from hearing the case and the vacancy thus created shall be filled in accordance with the applicable provision of these Rules. The matter shall be reheard if disclosure of disqualification is made during or after the hearing, unless the parties shall agree otherwise.

Section 19 - Appointment of Substitute Arbitrators

In the event that the Student Housing Office cannot conveniently schedule the required Arbitrators or Alternate Arbitrators for a hearing or if the Arbitrators disqualify themselves, the Student Housing Office shall solicit recommendations of appropriate HAB members, if possible; in any event the Student Housing Office shall appoint substitute arbitrators of the same class and qualifications required in Section 13 to sit at each hearing.

V. Procedure of Oral Hearing

Section 20 - Time and Place

The Student Housing Office shall fix the time and place for each hearing and shall give each party notice at least five (5) calendar days in advance, unless the parties by mutual agreement waive such notice. Parties must make themselves available for a hearing within a reasonable time unless both parties stipulate in writing to a delay. In the event a party cannot make a personal appearance within seven (7) calendar days of the hearing date proposed by the Student Housing Office, the party must either (1) designate a representative to appear in his or her behalf, or (2) agree to present his or her case by telephone conference call. If the party agrees to present his or her case by telephone conference call, the Student Housing Office shall not schedule a hearing before the absent party has a reasonable period of time to submit physical evidence and affidavits to the HAB prior to the hearing. If the party fails to exercise either option, the hearing will proceed as scheduled unless the Student Housing Office is notified of an unavoidable conflict. Proceedings in the absence of a party shall be governed by Section 28.

Section 21 - Hearing by Telephone

The Student Housing Office may provide for one or more persons involved in the arbitration, whether as a party or a witness, to present his or her case or give testimony to the Arbitrators by telephone, using a conference call amplification device, provided that the party agrees in writing to submit to the HAB and these rules under such circumstances and to pay the costs of the telephone service should the Student Housing Office require. The telephone connection shall be instigated before commencement of the hearing and shall continue throughout the entire hearing unless the absent party shall stipulate otherwise.

Section 22 - Electronic Recording

The Student Housing Office shall make the necessary arrangements for taking an electronic recording of the hearing. Whenever a copy of such record is requested by a party, the requesting party or parties shall pay the costs of duplicating such record should the Student Housing Office so require. These Recordings shall be retained by the Student Housing Office for at least six (6) calendar months.

Section 23 - Interpreter

The Student Housing Office shall make the necessary arrangements for the services of an interpreter upon the request of one or more of the parties. The requesting party or parties shall assume the cost of such service.

Section 24 - Attendance at Hearings

Persons having a direct interest in the arbitration are entitled to attend the hearings. The Arbitrators shall have the power to require the retirement of any witness or witnesses from the hearing except during their testimony.

Section 25 - Adjournments

The Arbitrators may take adjournments upon the request of a party or upon their own initiative.

Section 26 - Majority Decision

All decisions of the arbitrators must be by at least a majority. The award must also be made by at least a majority.

Section 27 - Order of Proceeding

A hearing shall be opened by the legal advisor as chairman recording of the place, time, and date of the hearing, the presence of the Arbitrators and parties, witnesses, and counsel, if any, and acknowledgement by the Arbitrators of receiving the Demand and answering statement, if any, together with any other documents generated by the parties following initiation of the arbitration. Failure on the part of the HAB to record this information at the hearing shall not affect the validity of the hearing provided the information is made a part of the record prior to rendering the decision.

The Arbitrators may, at the beginning of the hearing, ask for statements clarifying the issues involved. The complaining party shall then have 20 minutes to present claims, proofs, witnesses and answer questions; the respondent shall have 20 minutes to present claims, proofs, witnesses and answer questions; after which each party will then be given 10 minutes for a rebuttal. The parties shall submit to questions by the arbitrators and the other party through the arbitrators. Exhibits, when offered by either party, may be received in evidence by the Arbitrators. The Arbitrators may at their discretion vary this procedure, but they shall afford full and equal opportunity to all parties to present any material or relevant proofs, to rebut any evidence or claims of the other party, and to make a closing statement.

The names and addresses of all witnesses and identification of exhibits in order received shall be made a part of the record.

Section 28 - Arbitration in the Absence of a Party

The arbitration hearing may proceed in the absence of any party who, after reasonable notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a party. The Arbitrators shall require to establish his or her contentions and to merit the making of an award. Upon good cause shown, the Arbitrators may grant the absent party the right to present a statement and any evidence in writing within a set time. No such evidence, however, shall be considered by the HAB unless the other party has received a copy of the submitted evidence and has a reasonable time to submit a rebuttal.

Section 29 - Evidence

The parties may offer such evidence as they desire and shall produce such additional evidence as the Arbitrators may deem necessary to an understanding and determination of the dispute. Witnesses presenting oral testimony at the hearing shall be identified in the prehearing statement unless the other party shall expressly agree at the hearing to their presentation (see Section 12). The Arbitrators may restrict the presentation of any party if deemed to be repetitious or relevant to the dispute. The Arbitrators may request or subpoena witnesses or documents on their own initiative or at the request of any party as specified in **Idaho Code** 7-907, as it currently exists or as it may subsequently be amended. If the subpoenaed person refuses or neglects to comply, the HAB may petition the **Idaho District Court** for an order compelling compliance. The Arbitrators shall be the judge of the relevancy and materiality of the evidence offered, and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all the Arbitrators and of all the parties, except where any of the parties is absent by default or has waived his or her right to be present.

Section 30 - Evidence by Statement and Filing of Documents

The Arbitrators shall receive and consider the evidence of witnesses by statement, but shall give it only such weight as they deem it entitled to after consideration of any objections made to its admission. Affidavit and documents presented by either party at the hearing shall be limited only to those identified in the prehearing statement unless the other party shall expressly agree at the hearing to its submission.

All documents requested by the Arbitrators at the hearing, or subsequently by agreement of the parties, shall be filed with the Student Housing Office for transmission to the Arbitrators. All parties shall be afforded opportunity to examine such documents.

Section 31 - Inspection or Investigation

Whenever the Arbitrators deem it necessary to make an inspection or investigation in connection with the arbitration, they shall direct the Student Housing Office to advise the parties. Any party who so desires may be present at such inspection or investigation.

Section 32 - Closing of Hearing

The Arbitrators shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrators shall declare the hearings

closed. If briefs are to be filed or if an inspection or investigation is deemed appropriate, the hearings shall be declared closed as of the final date set by the Arbitrators for the receipt of briefs or following such inspection or investigation and opportunity by the parties to comment. The time limit within which the Arbitrators are required to make the award shall commence to run upon the closing of the hearing.

Section 33 - Reopening of Hearing

The hearing may be reopened by the Arbitrators upon their own motion, or on application of a party upon good cause as determined by the Arbitrators at the request of the Student Housing Office at any time before the award is made. The procedures for reopening and conducting the hearing shall be governed by the provisions of Sections 8, 11, and 27.

VI. Procedures For Other Than Oral Hearing

Section 34 - Waiver of Oral Hearing

The parties may provide, by written agreement, for the waiver of oral hearings. If the parties are unable to agree as to procedure, the Dean of Students shall specify a fair and equitable procedure.

VII. Special Provisions

Section 35 - Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state the objection in writing, shall be deemed to have waived his or her right to object.

Section 36 - Extensions of Time

The parties may modify any period of time by mutual agreement. The Student Housing Office for good cause may extend any period of time established by these Rules, except the time for making the award. The Student Housing Office shall notify the parties of any such extension of time and its reason.

Section 37 - Serving of Notices

Each party to an agreement that provides for arbitration under these Rules shall have consented that any papers, notices, or process necessary for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgment on any award made thereunder may be served upon such party (a) by mail, postage prepaid, and properly addressed to such party at his or her last known address as defined in Section 10, or (b) by personal service, within or without the State of Idaho.

Section 38 - Communicating with the Arbitrators

The parties may not have any direct communications with the

Arbitrators about their disputes unless all other parties are present or have given written permission to do so. Any communications directed to the Arbitrators, other than those in the hearing itself, must be sent through the Student Housing Office, which will relay them to the Arbitrators with copies to the other parties to the dispute.

VIII. The Award

Section 39 - Time

The award shall be made promptly by the Arbitrators and not later than thirty (30) calendar days from the date of closing the hearing. The award is deemed to have been given as of the date a decision signed by all the Arbitrators has been forwarded to the Student Housing Office for transmission to the parties.

Section 40 - Form

The award shall be drawn up in writing and signed by at least a majority of the Arbitrators. The award shall definitely deal with all relevant matters of difference in the Demand or Submission and with all other relevant issues properly raised by the parties. However, the Arbitrators may, at their discretion, first make a partial award, which shall be enforceable in the same manner as the final award. In the event the decision of the HAB is not unanimous, the dissenting arbitrator has the right to append a dissenting opinion to the award; however, this right shall not be construed as a requirement of the dissenting member.

Section 41 - Scope

The Arbitrators may grant any remedy or relief that they deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. The Arbitrators in their award, may assess expenses in favor of any party or the Student Housing Office.

Section 42 - Award Upon Settlement

If the parties settle their dispute during the course of the Arbitration, the arbitrators may, upon the request of the parties, set forth the terms of the agreed settlement in an award. If the parties settle their dispute before the arbitration, the settlement will end the dispute and no hearing will be held.

Section 43 - Delivery of Award Decision to Parties

Parties shall accept as legal delivery of the award decision (a) the placing of the award decision in the mail by the Student Housing Office, addressed to such party at his or her last known address as defined in Section 10, or (b) personal service of the award decision.

Section 44 - Modifying the Decision

If any party believes the award is impossible to perform, or it contains a mistake of fact or miscalculation, or that it is otherwise

imperfect in form, he or she may notify the Student Housing Office in writing. The Student Housing Office will share the observation with the other parties and forward it, together with their views, to the Arbitrators, who may accept it in whole or in part or reject it altogether.

IX. Confirmation of the Award

Section 45 - Confirmation of the Award by BYU-Idaho

Thirty (30) calendar days after a lump sum award is made, or the day after an installment payment is due, unless the HAB or the parties alter the time or procedure in writing, any party to the arbitration may apply to the Student Housing Office to confirm the award through one of the following University procedures:

(a) Any student who fails to comply with the award decision will have a hold placed on his or her grade transcripts and/or be prevented from registering for school; (b) Any landlord who fails to comply with the award will lose "university approval" of his or her facilities but only after the time for appealing the decision of the HAB has expired. The Student Housing Office shall carry out the appropriate action upon the party in non-compliance five (5) calendar days after written notice of the impending action is sent to the noncomplying party.

Section 46 - Notice of Compliance

At any time after the award is made, any party may present proof to the Student Housing Office of compliance with the award, and the Student Housing Office shall exercise best effort to promptly notify the opposing parties and hear any objections concerning compliance with the award. Upon satisfactory proof to the Student Housing Office that compliance with the award has been met, the Student Housing Office shall not carry out the actions described in Section 45 if such actions are not in effect upon the parties; or, if such actions are in effect to (a) remove the hold placed on a student's grade transcript or (b) reinstate "university approval" of a landlord's facilities, whichever applies. Any party to the disputes objecting to the action taken by the Student Housing Office concerning this Section 46 may notify the Student Housing Office in writing. The Student Housing Office will share the objection with the other parties and forward it, together with their views, to the Arbitrators, who may accept it in whole or in part or reject it altogether.

Section 47 - Appeals

All notices of appeal must be filed with the Dean of Students in writing within fifteen (15) days of the date of the decision of the HAB. The Dean of Students will review the decision on record and make a determination relative to the correctness of the procedures, the rights of the parties involved, and the ruling of the HAB. He may (1) affirm the decision or (2) remand the case back to the HAB for a second hearing.

Section 48 - Confirmation of the Award by Court

Any party may apply to a court of competent jurisdiction for an order confirming the award as provided in Idaho law.

Section 49 - Release of Documents for Judicial Proceedings

The Student Housing Office shall, upon the written request of a party, furnish to such party, at his or her expense, certified copies of any papers in Student Housing Office possession that may be required in judicial proceedings relating to the arbitration. For purposes of this paragraph, any documents in the possession of any Arbitrator shall be deemed to be in the possession of the Student Housing Office.

X. Interpretation and Application of Rules

Section 50 - Interpretation and Application of Rules

The Arbitrators shall interpret and apply these Rules as they relate to their powers and duties. When a difference arises among them concerning the meaning or application of any such Rules, it shall be decided by the legal advisor serving as chairman of the HAB. Either an Arbitrator or a party may refer the question to the Dean of Students for final decision. All other Rules shall be interpreted and applied by the Student Housing Office.

Section 51 - Incorporation of State Law

The arbitration process is governed by Idaho state law. All relevant provisions of state law and amendments governing arbitration are deemed incorporated in these Rules except as the parties shall otherwise agree in writing or as provided in these Rules. However, nothing herein shall be construed to prevent the Arbitrators from reaching a result in a particular case that they deem just under the facts and circumstances of the case.

Section 52 - Amendments of Rules

Amendments to these Rules shall be proposed by or through the Student Housing Office.

Binding Arbitration

In the event the landlord and the BYU-Idaho student-tenant fail to agree concerning the construction or application of any of the terms, provisions, or conditions of this contract, and after mediation by the BYU-Idaho Student Housing Office, either party may present the controversy to the BYU-Idaho Housing Arbitration Board for arbitration. The party submitting the issue to the Housing Arbitration Board shall commence the action by serving a written request for arbitration with the BYU-Idaho Student Housing Office and upon the other party.

The policies and procedures governing arbitration are contained in the "BYU-Idaho Off-Campus Housing Guidebook," a copy of which is located at the BYU-Idaho Student Living Office, and the terms of which are incorporated by reference to this contract and become a part of it. Awards made in arbitration may be confirmed by a court of law and enforced in the same manner as any other judgment or decree. Students who fail to satisfy any judgment of the BYU-Idaho Housing Arbitration Board shall be prevented from registering for school and/or a hold shall be placed on their grade transcripts until compliance with the judgment. If the landlord fails to comply with the judgment of the BYU-Idaho Housing Arbitration Board, BYU-Idaho may withdraw its approval of the apartment complex for student occupancy.

If neither party requests arbitration, or the Arbitration Board refuses to hear the dispute, the parties shall be free to pursue their civil remedies through a court of competent jurisdiction, and the non-prevailing party shall pay the cost of litigation and such amounting for attorney's fees as the court may deem reasonable.

