



RHODES UNIVERSITY

Grahamstown • 6140 • South Africa

RESIDENTIAL OPERATIONS DIVISION

## **RULES FOR THE ALLOCATION AND OCCUPATION OF UNIVERSITY DOMESTIC HOUSING UNITS IN THE TRANSIT POOL**

1. The following Rules will govern the allocation of flats and houses in the University's Housing Pool, wherever situated and whether owned or held on lease by the University. These rules do not apply to accommodation allocated to Staff on a permanent basis.
2. "Director" means the Director of the Residential Operations Division or any official nominated by him in writing;
3. "Housing unit" means any flat, dwelling house or other place of domestic abode and includes any flat attached or built as part of kitchens, dining halls and student residences and designated from time to time by the Director as a housing unit available for accommodation.
4. The rental to be charged for any accommodation shall be assessed by the Director from time to time and may be increased at the Director's discretion where extensions of the period of occupation are granted.
5. The Director is not empowered to negotiate in regard to the provision of any accommodation with any person other than the staff member involved, or, before his/her arrival in Grahamstown, the Head of his/ her Department, Division Or Institute.
6. Members of Staff appointed from either within (excluding Grahamstown) or outside South Africa may be allocated a housing unit for six months from the date on which they are appointed. This period may be extended at the sole discretion of the Director. Such extensions shall be on a month to month basis but shall not normally exceed six months.
7. Members of Staff appointed on temporary or contract terms from within (excluding Grahamstown) or outside South Africa for a period of one year or less may be allocated a housing unit for that period. If however the contract is extended beyond one year, the terms of paragraph 6 above shall apply.
8. Married post-graduate students will be allocated housing for one year in the first instance. Any extensions of this period will be at the sole discretion of the Director.
9. No tenant shall have a right to demand that he/she be provided with accommodation in any specific housing unit. The accommodation assigned to the staff member from time to time shall be as a determined by the Director in his sole discretion, which decision shall be final.

10. A tenant shall move to another housing unit if he/she is required by the Director following the extension of any lease. The costs of such a move must be borne by the tenant.
11. Any rights granted to a tenant by these Rules shall expire, and shall be of no further force and effect, once the staff member has:
  - Declined to accept any specific accommodation assigned to him/her in terms of paragraph above, or;
  - Of his/her own free will vacated any accommodation assigned to him/her and has moved into accommodation that is not owned or leased by the University.
12. Where for any reason not related to his/her breach of these rules or of any lease drawn up between him/her and the University a tenant has been required to vacate accommodation supplied under these rules, the member's rights to resume occupation of a housing unit for the unexpired period of his/her entitled shall not be prejudiced; provided that paragraph 9 shall apply in regard to the selection of the housing unit.
13. A formal lease agreement must be signed by both parties for all University transit accommodation.
14. No tenant is entitled to demand the supply or provision of any item or furniture, furnishings, curtains, carpeting or equipment of any nature.
15. The Director may, on request and on appropriate payment by the member, supply items of furniture, furnishings, curtains, carpeting or equipment the quality, colour and quantity of which shall be in the Director's sole discretion.
16. When the rent includes electricity and water a ceiling on the amount of electricity and water used by the tenant will be determined by the Director from time to time and thereafter the excess will be for the account of the tenant.
17. Where any housing unit is supplied "furnished", the Director is not bound to remove or change any item not required by the staff member who shall in such a case accept responsibility for the proper care and maintenance against damage of all items that are listed in an inventory.
18. The removal of refuse is the responsibility of the tenant, and must be effected in accordance with the established procedure, which may be obtained from the Manager of Housekeeping Services.
19. No tenant or agreed occupant may conduct any form of business from the leased premises without permission from the Director.
20. The Director is required ensure that all housing units are occupied for the maximum amount of time throughout the year and, in his discharge of this responsibility may from time to time in individual cases extend the period of occupation of a housing unit until such time as it is required for another staff member on a month to month basis only.

21. The University has nominated the Director of the Residential Operational Division as the official responsible for the administration of these Rules and his decision in all cases of doubt or dispute shall be final.
22. The Director is empowered to delegate to officials of his Division authority for implementing the Rules.
23. The housing units are University property under the control of the Director of the Residential Operations Division and may be occupied only by occupants agreed to by the University.
24. The occupant shall not have the right to sublet any portion of the property nor shall he/she allow any person other than those defined in paragraph 22 above to reside on the property.
25. University housing will be allocated to Rhodes University employees, visiting lecturers and married post-graduate students in the first instance. Housing units will be allocated to other persons, such as those employed by Associated Institutions at the sole discretion of the Director of Residential Operations.

## PAYMENT OF RENTALS AND DEPOSITS

### PRINCIPLES

1. It is recognised that new permanent staff may have difficulty in paying deposits and rentals in advance. Therefore, such staff will be provided with the option of paying the deposit and rental over a period of the time during the lease period.
2. It is recognised that the University needs to limit its risk as regards the expenses associated with the transit housing. It is unfortunate that from time to time employees of Rhodes deface the transit accommodation and/or remove items from the transit housing. These items then need to be replaced and the transit accommodation repaired. In these instances, the deposit is used to offset these costs.
3. There is a need to minimise the instances of transit housing bookings not being cancelled when the booking is no longer required. It has been the case that when booked accommodation is not required, that the Transit Housing Office is often not advised of this. This is a cost to the institution in terms of rental but also in terms of the lost opportunity to accommodate another new or temporary staff member. Accordingly, some deposit is required to minimise this from happening. Provided that cancellations are made in good time, deposits are returned.
4. In the case of short-term appointments (e.g. when academics are on academic leave), individuals come to Grahamstown for a finite period and therefore need to maintain their accommodation in their home town. To request a deposit and advance rental from such individuals may prejudice the University's ability to attract these individuals. In these instances and in line with point 3 above, departments are required to put down a deposit, via an internal department order (IDO) in order to book the accommodation. Where departments advise the Transit Housing Office timeously of the cancellation of the accommodation, the IDO will not be processed. Where the individual still requires the transit accommodation, the deposit will be held until the end of the contract for the

accommodation in line with point 2 above. The Transit Housing Office will work co-operatively with departments to avoid such damage and theft (please refer to point 5 below).

5. The Transit Housing Office encourages staff members staying in transit housing to consider that they are part of a community and that the manner in which they leave the transit housing will impact the next resident as well as the cost of transit housing. The University attempts to keep the cost of transit housing as low as possible but this is influenced by damage to or negligence of the infrastructure and furnishings and theft that occurs from the houses. In order to minimise the latter, the following takes place:

- (i) All accommodation is checked prior to the individual moving in.
- (ii) A list of furnishings, cutlery, crockery etc are left for the resident of the transit accommodation
- (iii) A deposit is required to offset any costs incurred as a result of damage, negligence or theft. The University will attempt to recover any costs over and above that covered by the deposit. In the case of permanent staff, this will be done through deducting monies from the individual's salary (a document allowing the institution to do this will be signed at the outset of the contract). In the case of temporary staff, this will be done through legal means and this individual will not be allowed access to transit accommodation again in the future.
- (iv) Accommodation is checked after the end of the rental contract when the individual hands over the transit accommodation key.

A document outlining these issues will be provided to individuals staying in transit accommodation.

In accordance with these principles, the following deposit and payment procedure will be implemented and followed:

1. In the case of staff appointment to permanent employment at Rhodes University and contract of at least 6 months
  - 1.1 Booking transit accommodation:
    - 1.1.1 Individuals are required to put down a 50% of the monthly rental at the time of booking the accommodation.
  - 1.2 Deposits: Individuals can either
    - 1.2.1 Elect to pay the full deposit in advance;
    - 1.2.2 Elect pay the deposit over the period of the rental contract, usually 6 months.

This deposit will then be refunded in full at the end of the rental period provided that there is no damage, negligence or theft from the accommodation.

- 1.3 Rentals: individuals can either
  - 1.3.1 Elect to pay the full rental in advance for the first and subsequent months less the booking fee (1.1.1 above);
  - 1.3.2 Elect to pay 50% of the first month's rental and the remaining 50% of the first month's rent over the next months in the rental contract less the booking fees (1.1.1 above i.e. R0 rental for month 1). For example, if the contract is for 6 months, the individual would pay 50% in advance of the first month. At the end of month 1, the person would pay full rental for

month 2 (100%) plus 1/5 of the 50% still owing (i.e., 10%), therefore a total of 110% of the normal monthly rental.

- 1.4 End of rental contract:
  - 1.4.1 At the end of the rental contract, the person will be refunded the full deposit provided that they have received a clearance certificate from the Transit Housing Officer and provided that the full amount of rental for the contract period has been paid.
  
2. In the case of staff appointed to short-term employment contract posts of less than 6 months
  - 2.1 Bookings:
    - 2.1.1 Departments are required to commit to a 100% deposit of the monthly rental at the time of booking the accommodation per IDO.
  - 2.2 Deposits: no further deposit is required.
  - 2.3 Rental: no rental in advance is required. Rental must however be deducted via the salaries office at the end of each month.
  - 2.4 Final month's salary: the final month's salary for the individual in transit accommodation will be paid by cheque (less rental for the last month) and only subject to a clearance certificate from the Transit Housing Officer. Should there be any damage, negligence or theft, this will be deducted from the individual's last salary cheque.

**Dr I.N. L'ANGE**  
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