

# NELSON MANDELA

UNIVERSITY

## INSTITUTIONAL REGULATORY CODE (IRC) (Policies, Procedures, Rules etc.)

*To be completed by initiator of policy/policy owner:*

<b>1. POLICY TITLE:</b>	<b>Policy for Accreditation and Provision of Off-Campus Housing for Nelson Mandela University Students</b>
<b>2. FIELD OF APPLICATION:</b> (All persons to whom policy applies)	All Residence Staff, Students and Service Providers
<b>3. COMPLIANCE OFFICER(S):</b> (Persons responsible for ensuring policy implementation)	<ul style="list-style-type: none"> <li>• Dean of Students</li> <li>• Management of Student Housing</li> <li>• Senior Manager: Off-Campus Housing &amp; Vacation Accommodation</li> <li>• Student Housing Advisory Council</li> </ul>
<b>4. STAKEHOLDER CONSULTATION</b> (State the stakeholder group/s consulted during policy formulation/revision)	<ul style="list-style-type: none"> <li>• Residence Managers</li> <li>• Resident Students</li> <li>• Office of International Education</li> <li>• Off-Campus Housing Providers</li> </ul>
<b>5. DESIGNATION OF POLICY OWNERS:</b> (Persons responsible for maintaining policy)	Director: Student Housing, Living & Learning Programmes, Dean of Students

**POLICY HISTORY** (*To be completed by policy owner*)

<b>Decision Date</b> (Compulsory)	<b>Status</b> (New/Revised / No Changes)	<b>Implementation Date</b> (Compulsory if "new" or "revised")	<b>Approving Authority</b> (If "new" or "revised". N/A if no changes)	<b>Resolution Number</b> e.g. 07/11-10.2 (Minute number. N/A if no changes)	<b>Policy Document Number</b> (e.g. D/.../07 N/A if no changes)	<b>Pending date for next revision</b> (Compulsory)
19 Nov 2014	New	Immediate	MANCO	14/12-11.3.3	D985/14 (13-11-2014_15h05)	2016
25 Oct 2017	Revised	Immediate	MANCO	17/16-9.3.3	D/929/17(20-10-2017_16h07	2019

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<b>SUBJECT</b> (Broad policy field):	<b>Student Governance</b>
<b>SUBJECT NUMBER:</b>	<b>200</b>
<b>CATEGORY</b> (Policy sub-field):	<b>Governance</b>
<b>CATEGORY NUMBER:</b>	<b>204</b>
<b>IRC NUMBER:</b>	<b>204.03</b>

## 1. INTRODUCTION

Nelson Mandela University on-Campus accommodation facilities can afford to accommodate only around 13% of the total Nelson Mandela University student population of the University. The rest of the student population that comes from outside the borders of the Nelson Mandela Bay Municipality (NMBM) and the George Municipality areas depend on privately-owned rental housing in Summerstrand, Humewood, Forest Hill, Central, North End and other parts of the cities of Port Elizabeth and George due to lack of sufficient spaces on-campus.

The HEQC Institutional Audit panel (September 2008), supported by the Internationalization Committee, recommended that the responsibility for off-campus accommodation be transferred from Office of International Education (OIE) to Student Affairs. The Off-Campus Housing Office (OCHO) thus fall under the Department of Student Housing, Living and Learning Programmes which is under the jurisdiction of Student Affairs.

The housing options available to the Nelson Mandela University students are divided into two categories:

**On-Campus Accommodation** with residences owned and operated by the University and managed by the Department of Student Housing, Living & Learning Programmes.

**Off-Campus Accommodation**, which includes Nelson Mandela University accredited, but privately owned rentals (communes, apartments, houses and rooms).

**The subdivision of Off-Campus and Vacation Accommodation** represents the Department of Student Housing, Living & Learning Programmes in recommending the accreditation of properties that are well-maintained and operated at the standards that are comparable to the on-campus facilities both operationally and as far as Living & Learning Programmes are concerned.

## 2. PREAMBLE

The policy provides for the accreditation of off-campus accommodation for registered students of Nelson Mandela University and related matters. Accredited student accommodation must conform to the provisions of the Policy on the Minimum Norms and Standards for Student Housing in Public Universities, the National Building Regulations and the City of Port Elizabeth Public Health by-laws (or equivalent by-laws in George). The Rental Housing Act, Common law and the Constitution of the Republic of South Africa, form the context of this policy.

Nelson Mandela University makes no representation, assumes no liability for, and has no responsibility to the student, the service provider, or any third person with regards to any lease to or occupancy of off-campus housing by students of Nelson Mandela University unless the student was assigned to a particular accredited address through a letter by OCHO. Students assume full responsibility for the selection, use, or occupancy of such premises that are not Nelson Mandela University accredited.

The OCHO does not have control over the management or condition of the dwellings covered by the scheme and therefore cannot be held responsible or liable for them. The contractual relationship is between the student and the housing service provider. The Nelson Mandela University is not a party to the agreement signed. The OCHO will accept the "Landlord declaration and consent letter" to be sufficient for the year it was signed. The OCHO shall however seek to influence management of these accommodations in order to provide a measure of quality assurance and the maintenance of acceptable living and learning standards. OCHO strives to eliminate circumstances which may be conducive to exploiting Nelson Mandela University students in respect of rental pricing and general living conditions.

### **3. MISSION**

The mission of the OCHO is to facilitate the provision of safe, clean and affordable accommodation for students requiring accommodation away from home. This is achieved through students being guided and supported in the development of independent life skills.

This is accomplished by helping students make informed decisions and choices about housing and roommates, encouraging them to become knowledgeable and responsible tenants and community members, assisting them in gaining proficiency to problem solving when accommodation service providers and/or roommate difficulties arise, and advocating an off-campus student perspective in the residential rental market as well as city policy making.

OCHO will continue to promote an involved and educational relationship with students living outside of the on-campus residence halls. OCHO shall assist prospective and current students in gathering more information on rental housing, city ordinances, tenants' rights and responsibilities, detailed maps of the city as well as safety tips.

### **4. GUIDING PRINCIPLES**

The Policy on Off-campus Accommodation forms part of the policies and practices of the Nelson Mandela University and is a key element in maintaining mutual and healthy relationships among

students, the University, the providers of off-campus accommodation to students and the broader community.

The OCHO will recommend and may place the Nelson Mandela University students only in accredited facilities which conform to the terms and conditions specified and laid out in ANNEXURE A attached to this document. OCHO will provide such listings through a service provider registration program as well as a central location for the University community to seek out available off-campus housing. Students, parents and other members of the Nelson Mandela University and the Port Elizabeth community (or George community) will be under no obligation to utilise the Off-Campus Housing Office's services or to rent from companies or individuals listed with the OCHO.

To prevent unfair exploitation of students, annual increases in off-campus accommodation will be negotiated via the relevant institutional processes.

## 5. OFF-CAMPUS HOUSING GLOSSARY OF TERMS

### 5.1 ADVERTISING TERMS

- Affordable \_\_\_\_\_ Fitting within the budget of the tenant. OCHO maintains a list of accredited housing units ranked in terms of price and grading.
- Convenient \_\_\_\_\_ Located near buildings and establishments where the tenant will be spending much of his/her time; a useful and comfortable arrangement.

### 5.2 LEASE TERMS

- Addendum \_\_\_\_\_ Additional lease agreement attached to lease; written by the accommodation service provider and submitted to Nelson Mandela University Off-Campus Housing Office.
- Lease Clauses \_\_\_\_\_ Policies for the property/unit that have been noted/implied in the lease.
- Security Deposit \_\_\_\_\_ A sum of up to one month rent that is paid in advance to the accommodation service provider to cover potential damages, unpaid rent and utility bills. The sum, minus charges accrued by the tenant, should be returned within 30 days of the termination of occupancy.

### 5.3 PERIOD OF LEASE

- Month-to-Month \_\_\_\_\_ The tenant and the accommodation provider have the option to renew the lease on a monthly basis. The accommodation provider can change the terms and conditions of the lease with one month's notice.
- Negotiable (neg.) \_\_\_\_\_ Open to discussion or dispute.

### 5.4 UNIT TYPE

(The maximum number of occupants per room is two, based on room floor area and furnishes arrangements. The number of occupants per room will impact on the accommodation grading).

- Apartment (Apt.) \_\_\_\_\_ A room or suite of rooms designed to be a residence. Typically the bedroom is separate from living room and kitchen area. It may share a common building entrance or exit.
- Efficiency (Eff.) \_\_\_\_\_ A smaller, cheaper apartment, typically with dining, living and bedroom areas combined into one room.
- Rooming House \_\_\_\_\_ Unit is one of multiple rooms within a dwelling. Common areas such as a kitchen or living area may or may not be available for tenant use.
- Townhouse \_\_\_\_\_ Unit is one of three or more units either side by side or above and below each other. Each has a separate entrance and exit.

Unit \_\_\_\_\_ Living space (e.g., a room, apartment or house) will include a sleeping area and a bathroom or access to a bathroom. May include a kitchen and other common areas.

Home stay \_\_\_\_\_ Living arrangement with a host family that will include a bedroom in the household and may include sharing all amenities with the host family.

## 5.5 FURNISHED

Furnished \_\_\_\_\_ Accommodation service provider provides furniture, such as couches, tables, etc., for all rooms or unit.

Furnished Optional \_\_\_\_\_ Tenant has option of furnishing apartment or using furnishings provided by an accommodation service provider.

Unfurnished \_\_\_\_\_ Accommodation service provider provides no furnishings for unit.

## 5.6 ACCOMMODATION PROVIDER/TENANT RELATIONS

Accommodation service provider Owner of the property for rent.

Conflict \_\_\_\_\_ A disagreement that may need to be resolved.

Dispute \_\_\_\_\_ Disagreement between roommates or between accommodation service provider and the tenant, for which mediation may be required.

Mediation \_\_\_\_\_ A meeting with a neutral third party who helps to facilitate settlement of disputes between an accommodation service provider and tenant(s), or between roommates.

Mediator \_\_\_\_\_ A neutral third party designated to facilitate settlement of dispute(s) between owners and tenants or between roommates.

Privacy \_\_\_\_\_ Right to have personal space or belongings to which there should be no access without permission.

Replacement \_\_\_\_\_ Appliances and furniture provided in the lease should be kept in good condition. The service provider should buy new ones if old ones are broken or damaged.

Roommate/Housemate \_\_\_\_\_ An additional person to live in the room, house or apartment. They pay part of the rent.

## 5.7 LAUNDRY

Laundry \_\_\_\_\_ Facilities to clean and dry dirty clothing, provided by the accommodation service provider in many cases.

On premises -coin \_\_\_\_\_ On-site coin-operated laundry facilities are provided by the accommodation service provider.

On premises -no cost \_\_\_\_\_ On-site laundry facilities are provided by the accommodation service provider for no additional fee.

## 5.8 PARKING

On premises - no cost \_\_\_\_\_ On-site parking is provided by the housing provider for no additional fee.

On premises - with cost \_\_\_\_\_ On-site parking is provided by the housing provider for an additional fee.

Street Parking \_\_\_\_\_ Parking is available on the street near the unit. This parking is not guaranteed/saved for the tenant.

## 5.9 MISCELLANEOUS

Municipal \_\_\_\_\_ Relating to the city of Port Elizabeth or George.

Orientation \_\_\_\_\_ Introduction given to new residents about various aspects of the housing facility, usually conducted at the beginning of the year.

Smoke Detector \_\_\_\_\_ An electronic device that alerts tenants to smoke in the house. One or more must be provided by the accommodation service provider, and must never be disconnected or have its batteries removed.

## 5.10 LEGAL TERMS

Attorney \_\_\_\_\_ A person admitted as such by a court of law.

Commitment \_\_\_\_\_ A promise made or responsibility agreed to by an individual to carry out something, such as agreeing to follow the terms of the lease.

Compensation \_\_\_\_\_ Something (such as money) given to make up for loss or damage of the property of a housing provider or a tenant.

Discrimination \_\_\_\_\_ An illegal practice in which a service provider alters standard procedures due to an applicant's and/or a tenant's race, colour, national origin, age, religion, gender, sexual orientation, marital status, height/weight, mental or physical limitations, source of income, gender identity, educational association, or HIV status; prejudiced or prejudicial outlook, action or treatment.

Eviction \_\_\_\_\_ The removal of the tenant from the property as a result of violation of the lease agreement or due to non-payment of rent. Tenant(s) and providers must discuss with OCHO before approaching a court for the eviction to occur.

Inventory \_\_\_\_\_ A record of the condition of the rental unit and its contents, including furniture and appliances.

Jurisdiction \_\_\_\_\_ The ability of the government or a court to make, interpret and apply certain laws. The parties agree to submit the dispute to a particular court or district.

Obligation _____	A legal agreement (between tenant(s) and housing providers and/or between tenant(s) and tenant(s)) stipulating a payment or action, especially if the agreement also specifies a penalty for failure to comply.
Tenant _____	Legal occupant of a rented property who may have signed a lease agreeing to pay rent for the property.
Veto _____	Occurs when a proposal (such as an amendment to a lease) is overridden by a higher authority, such as city laws.

## **6. ACCREDITATION OF OFF-CAMPUS PREMISES FOR ACCOMMODATION OF NELSON MANDELA UNIVERSITY STUDENTS**

The purpose of the accreditation policy is to:

- (a) establish criteria and procedures for the accreditation of off-campus accommodation for registered students of the Nelson Mandela University;
- (b) make provision for transparent administrative processes which ensure that off-campus housing accreditation is dealt with fairly and consistently;
- (c) provide procedures to address appeals and complaints, by both the service providers and students.

### **6.1 Scope**

This policy applies to all privately owned, non-university accommodation and to Nelson Mandela University students residing in such off-campus accommodation facilities which are registered and accredited with the University.

### **6.2 Review and context**

This policy will be reviewed annually and will take place in consultation with the following stakeholders:

- 6.2.1 Student Representative Council (SRC)
- 6.2.2 Two representatives from service providers in bigger properties
- 6.2.3 Two representatives from the students living in accredited bigger properties
- 6.2.4 The Office of the Dean of Students
- 6.2.5 The Office of International Education
- 6.2.6 Student Housing, Living & Learning Programmes
- 6.2.7 Student Financial Aid Unit
- 6.2.8 And where practical, an outside property expert (e.g. someone from Human Settlements in Nelson Mandela Bay Municipality).



This policy should be read in conjunction with the applicable housing policies of the City of Port Elizabeth (or George), the Higher Education Act of 1997 (as amended), the Housing Act of 2007 (as amended) and the Rental Act of 1999 (as amended).

### **6.3 Identification of policy needs**

The policy shall address:

- 6.3.1 a need to develop a system to accredit suitable off-campus student accommodation;
- 6.3.2 shortage of residential space on university campuses;
- 6.3.3 the unfair exploitation of students by some accommodation service providers;
- 6.3.4 high incidences of anti-social behaviour among students living in off-campus accommodation, including noise levels and use of alcohol/narcotics;
- 6.3.5 a need to educate students on their responsibilities as good citizens in residential areas and as registered students of Nelson Mandela University
- 6.3.6 a need to keep an updated database of students living in off-campus accommodation;
- 6.3.7 overcrowding of dwelling houses and communes for the sake of profit, that diminishes the value of the residential area;
- 6.3.8 a need to enforce discipline on off-campus students who engage in anti-social behaviours at variance with the values and rules of Nelson Mandela University

### **6.4 Documents required for accreditation**

Important documents required for accreditation:

The properties will be considered for accreditation only if the owners of the property can present the following documents:

- 6.4.1 Floor Plan approved by the Nelson Mandela Bay Municipality (or the George Municipality)
- 6.4.2 The Title Deed depicting that there are no restrictive conditions or any other proof acceptable to Nelson Mandela University e.g. A Bond statement
- 6.4.3 Proof of appropriate land use rights granted by the Municipality for the purposes of student accommodation (e.g zoning certificate).

### **6.5 Minimum requirements**

In order to qualify for accreditation, a dwelling house or commune must, at the minimum, comply with the following requirements:

- 6.5.1 Student housing facilities must be within a radius of no more than 10 kilometres of the nearest campus.

- 6.5.2 All off-campus accommodation facilities must be of a standard that is outlined in Annexure A
- 6.5.3 Students sharing rooms should have their own lockable closets.
- 6.5.4 There should be no more than two students sharing a room. Single rooms should be no smaller than 9 m<sup>2</sup> and double rooms should be no smaller than 14 m<sup>2</sup>.
- 6.5.5 Each student-tenant should be provided with a single bed, a cupboard/wardrobe, a study desk, a study chair, curtains, a study lamp and a bookshelf.
- 6.5.6 No more than four (4) students shall share a wash basin, no more than seven (7) shall share a shower cubicle and no more than five (5) shall share a lavatory (toilet) in a house. Showers and lavatory cubicles shall be designed in such a way that individual privacy is provided. Shower doors or curtains must be fitted to shower cubicles to ensure privacy.
- 6.5.7 Cooking shall not be permitted in any student bedroom. Adequately equipped kitchenettes shall be provided. Cooking facilities with a minimum of
- 6.5.7.1 a four-plate stove (with oven) for every eight students,
  - 6.5.7.2 a minimum of a 320 litre capacity fridge/freezer combination for every 8 students,
  - 6.5.7.3 a sink for every 15 students,
  - 6.5.7.4 one lockable cupboard[per student,
  - 6.5.7.5 a microwave oven for every 15 students and
  - 6.5.7.6 a countertop space that is sufficient for 25% of the capacity of the student residents for simultaneous usage shall be provided.
- 6.5.8 Students are to clean their own rooms and the service provider must clean all communal areas at least twice a week.
- 6.5.9 Rental charged per student is inclusive of water and electricity. Where prepaid meters have been installed, the service provider should provide an allowance for electricity but if students go over the allocated amount, the students will have to top it up themselves.
- 6.5.10 Reliable and regular transport to the nearest Nelson Mandela University campus must be organised by the service provider in areas where the distance of the
- 6.5.11 The service provider must agree to provide an appropriate parking area to accommodate all vehicles owned by residents of the dwelling. The parking area must be covered by a suitable material, such as asphalt, concrete or crushed stone. All parking and parking arrangements must be in compliance with applicable code and by-laws.
- 6.5.12 The accommodation service provider must provide efficient security systems at each site. Each student room as well as the building itself must be secure.

- 6.5.13 Internet services either via fibre optic cable or Wi-Fi should be provided at the site. It is preferable that all student rooms have access to the internet for study purposes. All communal spaces designed for study purposes in residences must have internet access.
- 6.5.14 A study centre equipped with computer facilities and a printer must be provided in every site accommodating more than 20 students.
- 6.5.15 The accommodation service provider must comply with municipal by-laws.

## **6.6 Accreditation application process**

- 6.6.1 An owner of accommodation who wishes to apply for accreditation must do so by completing in full, the relevant application forms available from the Off-Campus Housing Office (OCHO) and downloadable from the website. Only applications that have been completed in full and that contain all the information required will be considered.
- 6.6.2 An application must be completed in respect of each physical address for which accreditation is required.
- 6.6.3 The Annual Accreditation Administration fee is charged based on the capacity of the property. All bigger properties (20 or more beds) are charged the same amount while smaller properties (less than 20 beds) are charged a lesser amount. These fees are to be paid on or before the submission of application for accreditation.
- 6.6.4 All applications for the accreditation of accommodation must be submitted to the Senior Manager: Off-Campus & Vacation Accommodation by the prescribed cut-off date of the preceding year. Late applications will be considered only when the OCHO experiences a surge in student needs for additional accommodation.

## **6.7 Accreditation process**

- 6.7.1 Once an application for the accreditation of accommodation has been received, and all the application requirements have been met, the Manager: Off-Campus Accreditation Services; representatives of Technical Services; Safety, Health and Environmental (SHE) Unit; as well as a representative of Nelson Mandela University Protection Services and of the Campus Health Services, shall inspect the premises on behalf of the Evaluation Committee in the presence of the owner or her/his authorised representative.
- 6.7.2 For the smaller properties, the SHE representative, the representative of the Protection Services and the student representatives must accompany the Manager Accreditation Services in his/her accreditation visits.

6.7.3 For George properties the George Off Campus Housing Officer, the SHE Officer, representatives from Technical, Protection Services and Campus Health and the student representatives must accompany the Manager Accreditation Services in his/her accreditation visits.

6.8 **The Evaluation Committee** comprises the following members:

6.8.1 Director: Student Housing, Living & Learning Programmes (convener)

6.8.2 The Director of Student Governance & Development or a representative of the Department.

6.8.3 Senior Manager Student Affairs (George)

6.8.4 The Deputy Director of Financial Aid or a representative from Financial Aid Unit

6.8.5 A representative of the Office of International Education;

6.8.6 Two (2) student representatives: the Oppidani Officer and either the SRC President or Accommodation Officer.

At least four (4) members of this committee are required to constitute a quorum.

6.9 The Evaluation Committee considers the reports received from the Senior Manager: Off- Campus & Vacation Accommodation, based on the inspection report submitted from the team mentioned in 6.7 and determines whether or not the dwelling house or commune meets the minimum requirements for accreditation as provided for in 6.5 above. The Evaluation Committee may invite the Senior Manager: Off-Campus & Vacation Accommodation or some members of the team mentioned in 6.7.1 to their meeting for elaborations and clarifications.

6.10 The Evaluation Committee makes a recommendation to the Dean of Students on whether or not the accommodation should be accredited.

6.11 A recommendation must be supported by at least four (4) of the members of the Evaluation Committee.

6.12 The Dean of Students makes a decision as soon as practicably possible after the Evaluation Committee had made its recommendation, and informs the owner of the accommodation forthwith and in writing. If she/he takes a decision which is contrary to the recommendation of the Evaluation Committee, she/he will provide reasons in writing to the Evaluation Committee for doing so.

6.13 Physical property is accredited, and not the owner of the property.

6.14 Accreditation is granted for a period of three calendar years, property will be subjected to annual inspections to check compliance.

6.15 Accommodation must be available for pre-occupational inspection and handing over of keys, inventory lists, etc. as from the 15 January.

6.16 If, in the consensus view of the Evaluation Committee, accommodation does not meet the requirements for accreditation after the first inspection, but may meet the requirements if the owner is afforded the

opportunity to address certain clearly defined shortcomings, the Evaluation Committee may delay their recommendation on accreditation by a month in order to afford the owner the opportunity to remedy such shortcomings. No further extensions will be allowed.

- 6.17 Once the housing facility has been accredited, details of the accommodation are placed on a database of off-campus housing. This database is regularly updated by the OCHO and made available to current and prospective students. The database is made available on the Student Housing website.
- 6.18 Nelson Mandela University may enter into a memorandum of agreement (MOA) with the owner/s of accredited housing via the OCHO. The MOA serves as a binding legal document which stipulates the terms and conditions of the relationship between the university and the service provider. Note however, that Nelson Mandela University will not take financial responsibility for vacant rooms, breakages or financial liability arising from any other cause whatsoever, nor private students that signed a contract with the accommodation provider independently of the OCHO.
- 6.19 Only accredited accommodation may be advertised on OCHO notice boards. Notices advertising accredited off-campus housing may be placed on OCHO notice boards only with the prior approval of the Senior Manager: Off-Campus & Vacation Accommodation.

## **7. APPEALS**

- 7.1 An owner whose accommodation has not been accredited may appeal the decision.
- 7.2 An owner, who wishes to lodge an appeal, must do so within 7(seven) days after having been informed of the decision not to accredit his/her premises.
- 7.3 The appeal must be in writing and directed to the Dean: Student Affairs who will advise the Appeals Committee.
- 7.4 The Appeals Committee will comprise of the following members:
  - 7.4.1 Dean of Students
  - 7.4.2 Legal Services Representative
  - 7.4.3 DVC Institutional Support
  - 7.4.4 SRC President
- 7.5 The Appeals Committee will make a decision on whether to uphold or reject the appeal as soon as practicably possible after receipt of the appeal. In exercising their judgment, the Appeals Committee may at their discretion interview the owner, may inspect the premises and may receive such other advice as they deem fit.
- 7.6 The decision of the Appeals Committee may be reversed by the VC, whose decision will be final.

## **8. DE-ACCREDITATION**

- 8.1 If, in the course of the period for which accommodation has been accredited, clear evidence is provided to the Dean of Students that the accredited accommodation no longer meets the requirements for accreditation, she/he must present such evidence to the Evaluation Committee.
- 8.2 The Evaluation Committee must present their recommendation to the Dean\_of Students who makes the decisions.
- 8.3 Within fourteen (14) days after having been presented with the evidence, the Dean of Students makes the decision whether or not to de-accredit the accommodation.
- 8.4 If, in the consensus view of the Evaluation Committee, the accommodation may avoid de-accreditation if certain clearly defined shortcomings are addressed forthwith by the owner, the owner shall be afforded an opportunity to remedy such shortcomings within a period of two weeks after having been notified in writing of such shortcomings by the convener of the Evaluation Committee.
- 8.5 If the Dean of Students, based on the advice of the Evaluation Committee, decides to de-accredit the accommodation, she/he will inform the owner of the accommodation of her/his decision forthwith.
- 8.6 The owner of the accommodation has the right to appeal the decision to de-accredit his/her accommodation, in which case the appeal is lodged with the Dean of Students who shall advise the Appeals committee.
- 8.7 Issues that may lead to de-accreditation of service providers are:
- a) failure of the service provider to respond to issues raised by students or OCHO;
  - b) issues that occur that may seriously impact on the health or safety of students.;
  - c) a request by the service provider to no longer be an accredited provider;
  - d) non-accreditation by OCHO for the following year.

## **9. NATIONAL STUDENT FINANCIAL AID SCHEME (NSFAS) FUNDING FOR STUDENTS IN ACCREDITED HOUSING**

- 9.1 Once accommodation has been accredited, Financial Aid Office is provided with this information.
- 9.2 NSFAS, in respect of fully and partially funded students, funds the cost of off-campus accommodation provided the off-campus accommodation is accredited.

- 9.3 A student who applies for financial aid in terms of NSFAS, and who seeks off-campus housing, is provided with a list of accredited accommodation by the OCHO.
- 9.4 The Directorate for Financial Aid Office provides the OCHO with the list of successful NSFAS applicants, in accordance with the provisions of the National Student Financial Aid Scheme Act of 1999 and informs OCHO as to what the Expected Family Contribution (EFC) is for each student in the list.
- 9.5 As per advice from Directorate for Financial Aid Office, OCHO will register the students on ITS for off-campus housing where the cost of the accommodation will be raised in the student account.
- 9.6 The Directorate for Financial Aid then allocates an amount for the payment of the rental for accredited accommodation on the NSFAS loan Template C which will be communicated to NSFAS Central Office. The maximum amount allocated for student accommodation in accredited off-campus properties is communicated to the OCHO by the Financial Aid office on an annual basis.
- 9.7 The OCHO makes payment as per the amount allocated to the student to pay for her/his accommodation at the accredited property.
- 9.8 The Department of Student Housing shall withhold up to 5% of the student accommodation fees from payments of the accredited off-campus providers in order
- to facilitate the Living & Learning Programmes in Off-Campus residences,
  - to financially support the student leaders serving in these off-campus properties (Residence Student Assistants, House Committees and mentors) and
  - for general operations of the OCHO.

An exception will be made to those accredited off-campus providers who can produce evidence of providing the above mentioned services at their own cost.

- 9.9 Service providers shall provide transport for the student-tenants in cases where the accommodation facility is more than 3 kilometres from the nearest campus.

## **10. TERMS AND CONDITIONS FOR ACCREDITATION:**

- 10.1 Off-campus service providers will by appointment provide access to premises or dwellings for the OCHO or its agents to carry out inspections and evaluations.
- 10.2 The off-campus service providers must either themselves or their representatives be prepared to attend training sessions when required to do so or otherwise satisfy the OCHO of their knowledge of student housing providers-tenant law and property management practice.

- 10.3 The off-campus service providers will ensure that no person or group of persons applying to rent any accredited property will be treated any less favourably because of their race, colour, ethnic or national origin, gender, disability, appearance, marital status, sexual orientation or social status.
- 10.4 The service provider will support student leadership training if there are more than 20 students living on the premises.
- 10.5 The service provider will provide opportunities for formal and informal opportunities to student leadership to raise issues with regards to living and learning.
- 10.6 The service provider will allow OCHO to make announced and unannounced site visits to monitor maintenance of the property, the living conditions and the behaviour of the tenants.

## **11. PUBLIC REGISTER**

The names of owners of accredited properties are a matter of public record, and are available for public reference. The name of owner of the accredited premises, or if different, the name of the person responsible for day-to-day management of each dwelling house will be available via the website.

## **12. DISPUTE RESOLUTION PROCESS**

Breaches of the requirements of the scheme will be referred to a specified independent Evaluations Committee, who will consider the nature of the breaches, the representations of the housing service provider, the tenants and any other relevant parties, and decide, if necessary, on an appropriate sanction

- 12.1 Service providers of the accredited premises who do not fulfil the upgrading obligations of their premises will have their details referred to the meeting of the Evaluations Committee where the service provider will have the opportunity to make representations.
- 12.2 Off-Campus housing providers who lose their accreditation status following the decision of the Evaluations Committee will be entitled to make an appeal against the decision to the Dean of Students who will advise the Appeals Committee.
- 12.3 The service providers wishing to make a formal complaint about the operation of the Evaluations Committee can do so to the Dean of Students. The Dean of Student will consider the findings and recommendations of the Evaluations Committee and act accordingly.
- 12.4 Service providers wanting to raise complaints about, or resolve disputes with their tenants will have to refer them to the OCHO. The OCHO will seek a response from the tenant before advising the parties on how it proposes that the matter should be dealt with. This might involve:



- 12.4.1 Conciliation
- 12.4.2 Mediation
- 12.4.3 Arbitration
- 12.4.4 Formal investigation
- 12.4.5 Referral to another body.

It must be borne in mind though, that the service provider may be required to pay legal fees, if any, especially if 12.4.2 or 12.4.4 is used as a dispute resolution process.

- 12.5 Service providers who own premises that have lost their accredited status will no longer have their properties displayed on the website or be eligible for any of the benefits of the accreditation scheme.
- 12.6 The Evaluations Committee will consider the reinstatement of the accreditation status if the service provider is able to demonstrate that following remedial action, they are capable of meeting the requirements of the scheme
- 12.7 Disciplinary action will be reported in an open and transparent way to demonstrate that the scheme is being enforced.

## 13. REQUIREMENTS FOR THE ACCREDITATION OF THE HOUSING FACILITY

### 13.1 Marketing – commencement of tenancy

The service provider shall agree to:

- 13.1.1 Provide prospective tenants with a copy of any contractual terms under which a dwelling is offered and, where requested, permit sufficient time, normally not less than 24 hours, within which to seek independent advice regarding those contractual terms.
- 13.1.2 use the model tenancy agreement that has been published by the OCHO for the purposes of this scheme,
- 13.1.3 ensure that any incidental costs likely to be incurred will be clearly stated in writing.
- 13.1.4 provide a valid Energy Performance Certificate (EPC) before the commencement of the tenancy with a new tenant or group of tenants. The certificate must be produced by a qualified Domestic Energy Assessor or home inspector.

### 13.2 Pre-tenancy repairs

- At the pre-tenancy viewing stage, the service provider or his/her agent will confirm in writing all repairs or improvements he/she undertakes to carry out, if necessary.

- By the commencement of the tenancy or other date mutually agreed upon with the tenants, all obligations on the part of the service provider in respect of repairs and premises maintenance and improvements must have been fully discharged.
- New tenants are provided with details of the premises upgrading plan where the premise is subject to one.

### **13.3 Letting agreements**

The service provider agrees to Nelson Mandela University provided standard tenancy agreement template. Any changes to our template must receive our prior approval.

### **13.4 Inventory**

The OCHO will provide advice on good practice in managing inventories if requested and provide a draft, recommended inventory on the website which can be utilised. Serious and unresolved disputes between the student and the owner will be referred to the EC Rental Housing Board.

- 13.4.1 If a security deposit is to be taken, the service provider shall, where possible, carry out a detailed inventory at check-in.
- 13.4.2 The inventory will be checked on all pages by both parties and signed and dated by them on the last page.
- 13.4.3 The service provider or the representative shall carry out a proper “check out” inventory, if possible in the presence of the tenant.
- 13.4.4 Both parties should agree on the inventory “check out” before deductions are made from the deposit.
- 13.4.5 If no inventory was given on arrival, no claims will be entertained against any household items but claims against fixed property may still be considered.

### **13.5 Anti-social and deviant behaviour**

- 13.5.1 Accredited service providers may approach OCHO for assistance in matters of improper behaviour by Nelson Mandela University tenants.
- 13.5.2 The University will maintain appropriate procedures and may take disciplinary action against the individual student, a group of students or a student organization.
  - 13.5.2.1 Upon notice of expulsion from the University by the Central Disciplinary Committee, the student lease shall terminate and the service provider will have no further rights against the student except:

- rent due and owing, but not beyond the length of the term of the student lease.
- actions for damages to the premises or other liability arising out of the student's occupancy of the premises.
- the service provider waives any other rights and claims under the student's lease OCHO will provide advice and guidance to the service provider on request, however, the service provider shall ensure that:
  - the letting agreement includes a behaviour clause. This must be supplemented by clear house rules.
  - reasonable endeavours are used to achieve compliance.
  - they take responsibility for keeping check on their tenants' behaviour. If complaints are laid, service providers shall assist by providing reports or transcripts of interventions, if required.
  - court proceedings would be a last resort. In cases where the South African Police Services (SAPS) becomes involved, the service provider will co-operate fully with the OCHO and the SAPS to resolve problems.

### **13.6 Refuse collection**

Service providers must inform tenants about refuse collection arrangements for their street and take active steps to ensure that there is no build-up of refuse occurring at any of their dwellings. Both tenants and service providers may be fined by the Municipality if refuse is not stored and disposed of responsibly.

### **13.7 Access**

Where access is required for routine inspection/s or viewings, the tenants receive written notification of the date, time and purpose of the visit, not less than 24 hours in advance or verbal notification not less than 48 hours in advance. This shall not apply in the case of emergency or suspected criminal issues. Tenants' privacy shall be respected.

### **13.8 Repairs and maintenance**

All dwellings will be maintained in a satisfactory state of repair. Under normal circumstances the following repairs completion performance standards should be achieved:

#### **13.8.1 Priority one – Emergency repairs:**

Any repairs required in order to avoid a danger to health, risk to the safety of residents or serious damage to buildings or internal contents. The response time should be

appropriate to the severity of the risk, but should in any case be within 24 hours of report of defect. In circumstances where this is not practicable, service providers will make best temporary arrangements. Examples of emergency repairs would be leaking gas, burst pipes, electrical faults or collapsing ceilings.

#### **13.8.2 Priority two – Urgent repairs:**

These are repairs to defects which materially affect the comfort or convenience of the residents – within five working days of report of defect, or as soon as contractors and parts can be obtained. Examples of urgent repairs would be problems with heating/hot water, lighting or problems with plumbing. In all cases of urgent repairs, the tenants should be kept up to date daily on the progress of the repair, until they are complete.

#### **13.8.3 Priority three – Non urgent day to day repairs:**

Reactive repairs not falling within the above categories – within 14 working days of report of defect. Examples of this would be a microwave not working where there are other means of cooking (such as an oven and hob) or a dripping tap. With the exception of emergency repairs, the date on which the repair was reported to the service provider either in writing or verbally (notes should be made) shall be the start date for the repairs completion timescale.

The service provider shall provide tenants with a point of contact in the NMBM (or in George), including a telephone number and, if possible an e-mail address, where repairs and other problems can be reported in cases of emergency. Planned programmes of maintenance and servicing tasks which can be carried out in a repair/improvement and planned and cyclical manner and which are the responsibility of the cyclical repairs programmes by the service provider, will be carried out with due regard to the convenience of tenants. In particular, this means carrying out works during the vacation period wherever possible and avoiding the months of May and June or October and November when students normally prepare for examinations.

### **13.9 Overcrowding**

The DHET norms and standards for residences shall be used for deciding the number of persons who may occupy each dwelling and service providers must prevent dwellings becoming overcrowded.

### **13.10 Health and safety**

Service providers shall arrange for gas appliances and supply annual gas safety checks by a gas installer certified by the Gas Safety Register with copies provided to tenants (or put on display in the dwelling), made available to the OCHO and given to new tenants on moving in. Clear written instructions in the safe use of the central heating and hot water systems to be available in each dwelling.

### **13.11 Electrical installations**

All electrical installations provided by the housing service provider shall be inspected by a competent electrician in accordance with the current relevant legislation at least every five years, including a full periodic inspection report showing all the test results and stipulating the timescale within which the next safety check should be carried out.

All components used in electrical wiring installations and the repairs must comply with the relevant International Standards and all appliances must be installed in accordance with manufacturer's instructions and in accordance with the Building Regulations. Reasonable steps must be taken to ensure that all electrical appliances provided under the terms of the tenancy are functioning effectively, in accordance with manufacturers' operational limits, and in a safe manner. Portable Appliance Testing (PAT) would be one satisfactory method of ensuring this. Appliances to be regularly visually inspected for wear and tear and any defects remedied. Instructions in the safe use of all electrical appliances (including cookers, space and water heaters) should be provided to the tenant at the commencement of the tenancy verbally or in writing to avoid misunderstanding.

### **13.12 Fire safety**

All dwellings must be provided with mains operated interlinked smoke alarms, suitably sited, with a heat detector in the kitchen.

### **13.13 Security measures**

External doors and frames must be secure and fitted with a secure locking system. Ground floor and upper storey windows accessible from ground level are to be of sound construction and resistant against unauthorised entry.

### **13.14 At the end of the tenancy**

The University ensures that the security deposits are administered efficiently and reasonably by the University and are not withheld for any purpose other than that for which they were levied. The tenancy agreement must specify:

- how the security deposit must be registered
- by whom
- what the security deposit is held for
- the maximum period after the end of the tenancy by which the security deposit will have been returned in the absence of any dispute(s).

Tenants must be issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the dwelling. Such guidelines should not contain any excessive, unfair or unreasonable charges or requests. A standard form will be made available by the OCHO via the website.

All security deposits (or balances on security deposits) shall be returned to tenants within the timescale set out in the Tenancy Deposit Scheme guidelines or a valid explanation provided as to why a variation may need to be the case. If any deductions are due, an explanation should be made in writing and agreed with the tenants. If deductions are to be made and are agreed by both parties, receipts must be provided to the tenants.

The OCHO reserves the right at any time to amend the contents of the policy or its operation subject to consultation with the relevant parties. Members who are part of accreditation agree to comply with and accept that amendments to the content and or operation of the policy can be made by the OCHO subject to consultation with the relevant parties, whereupon members of the scheme shall be notified of any changes.

## **ANNEXURE A: Norms and Standards of Student Housing in Public Universities**

### **ANNEXURE B: Code of Conduct**

Accredited Off-campus accommodation providers and Nelson Mandela University agree to the following principles to guide the relationships for a mutually beneficial partnership.

#### **Students:**

1. Students agree to adhere to Nelson Mandela University values when dealing with service providers, the university and the broader community in which the accommodation is situated.

2. Complaints regarding the living and learning conditions, breakages and defects related to the accommodation will be reported by the student to the manager / owner in writing as soon as the student become aware of the problem. Students will cooperate with owners / managers to have defects / breakages repaired
3. Students will not sublet their accommodation or parts of it without the written consent of the owner /manager of the establishment
4. Students may request permission for a family member to sleep over prior to the event from the owner/manager. The owner / manager may charge a fee.
5. Student will respect the fact that the establishment provides student accommodation and will refrain from excessive noise between 21:00 and 06:30.
6. Students agree to comply with the rules of the establishment as stipulated in the signed agreement with the establishment.

**Off-Campus Accommodation Provider:**

1. The establishment agrees to adhere to its obligations to provide a safe living and learning environment as set out in its accreditation agreement with Nelson Mandela University and lease agreement with the student.
2. Complaints received regarding the living and learning conditions, breakages and defects related to the accommodation and formally reported by the student to the manager / owner in writing will be attended to as soon as practicably possible. The establishment needs to proactively act on defects as soon as they become aware of the problem.
3. The establishment will maintain a register of complaints received, how it was dealt with and the date resolved.
4. The establishment will consider student requests on merit for permission for a family member to sleep over prior to the event if it will not infringe on the rights of others inhabitants and transgressing municipal by-laws. The owner / manager may charge a fee for this.
5. The owner / manager of the establishment will enforce rules regarding noise levels, ensuring that students refrain from excessive noise after 21:00 at night.

**OCHO:**

1. OCHO agrees to promote Nelson Mandela University values when dealing with students and service providers, and the broader community in which the accommodation is situated.
2. Unresolved complaints received regarding the living and learning conditions, breakages and defects related to the accommodation and formally reported by the student to the manager /

owner in writing and brought to the attention will be followed up by OCHO as soon as practicably possible.

3. OCHO will monitor student satisfaction levels and intervene on behalf of students in a way that is mutually beneficial to all stakeholders.
4. OCHO will provide a monthly report to the Director: Student Housing covering operation aspects of off-campus accommodation.