

# STAFF HOUSING POLICY

EFFECTIVE: SEPT. 2013

1a Marescaux Road Kingston 5, Jamaica themico.edu.jm/policies



### The Mico University College

### **DIVERSITY, EQUITY AND INCLUSION POLICY**

Date Approved by the Board of Directors:	Management Committee
Authorized by:	President and Chairman of Executive
Date Accepted by Executive Management Committee	
Date of This Revision:	September 2019
Position of Policy Preparer:	
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### **CHANGE HISTORY**

DATE OF CHANGE	Nature of Change	Reviewer(s)	
July 2012	Original policy drafted.	VP. Admin Office	
Sept 2019	New policy template updated; minor corrections to text.	R. Wright	

For more information about policy development, consult the Policy Formulation and Management Policy on The Mico website at themico.edu.jm/policies.



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### 1. Introduction

The University has a number of detached housing units, as well as, accommodation on the Residential Halls, available for rental to staff. The University does not normally provide permanent accommodation for staff and therefore the University does not guarantee accommodation will be available for all staff.

#### 2. The Rationale

The provision of accommodation for staff members is intended to be part of the strategy to attract and retain academic staff. The University encourages faculty members to live near their place of employment. Therefore preference shall be given to new faculty moving into the area for the first time and who do not already own a primary residence off-campus. Staff accommodation will only be offered based on eligibility and on availability.

### 3. Eligibility

- i. Priority shall be given to
  - a) New staff relocating to Kingston for the first time
  - b) Staff whose on-campus presence the University deems important.

### 4. Roles and Responsibilities

#### 1.1 VP Administration

The VP, Administration shall

 Have overall responsibility for the residential accommodation for members of staff given the privilege of living on-campus

#### 1.2 HR Director

The HR Director shall

i) Monitor the leases to kept abreast of terminations and renewals

#### 1.3 Residential Staff Member

Staff members living on Hall shall

- i) be regarded as the Managers of the Hall and therefore they have the responsibility to:
  - Work with students to ensure that academic, social and personal support systems and programs are available on an ongoing basis to enhance the university experience.
  - Ensure that all students comply with the rules of living on Hall
- ii) promote harmonious community living and
- iii) perform any related duty assigned by the University.

### 5. Definitions

Staff	-	shall include any paid University academic employee including adjunct staff	
Resident Advisor	-		
Common area	=	Communal passageways, hallways, staircases, walkways, entryways, roofs, and all other areas available to residents of university housing	
Rental rate	-	The rental rate shall be determined by the University from time to time and shall include costs and charges related to the occupancy of the university accommodation.	
Family	-	Refers to the spouse and children of the individual to whom the university accommodation has been assigned.	
Occupant(s)	-	The staff member living on Hall shall be the sole occupant of the accommodation	
	-	The staff member living in the housing unit and members of his/her family residing in the unit are regarded as occupants,	
Visitors	-	Refers to any relatives, guests, employee or any other persons invited by the staff member on campus or into the housing unit.	
Hall of Residence/ Housing Unit	-	The on-campus accommodation provided by the University College, which the staff member rents.	

### 6. Rules and Regulations

Staff members who are assigned on-campus accommodation shall comply with these rules and regulations, which may be amended by the University at its sole discretion at any time.

### 6.1. General Rules and Regulations

- a) The allocation of accommodation on campus shall be determined by the University and shall be based on eligibility and availability of such accommodation.
- b) All applications for staff accommodation shall be made to the Human Resource Director and any changes in the family situation that might impact the accommodation provided, e.g. increase or decrease in the numbers living in the accommodation.
- c) The accommodation provided shall only be used for living purposes and may not be used for any other purpose.
- d) The accommodation shall not be sub-let



e) Occupant(s) residing in university accommodation shall abide by all university statues, ordinances, rules and regulations and shall abide by all the laws of Jamaica.

### 6.2. Housing Rules

- a) Occupant(s) are expected to attend to the upkeep of the property within the accommodation.
- b) Occupant(s) shall not modify or alter the accommodation provided either internally or externally. Should modification or alteration be necessary, it shall be done in conformity with the standards established by the University and only after authorization in writing from the HR Director and shall be at the staff member's expense.
- c) The Staff member shall be responsible for insuring their personal property within the Hall of Residence or Housing Unit.
- d) Occupant(s) shall immediately report any incident that may impact the accommodation e.g. infestations of pests or insects. Occupant(s) shall cooperate with the University to provide access to the premises for the purpose of eliminating such pests or insects.
- e) Occupant(s) shall not keep pets in the Hall of Residence or Housing Unit.
- f) The staff member shall be responsible for any losses, costs, or damages incurred by the University by reason of a breach by them, their Occupant(s) or their visitors of these rules and regulations.
- g) The University, upon providing due notice in writing, shall have the right to enter any university residence for the purposes of undertaking any inspection, maintenance or other works that is deemed necessary by the University.
- h) Nothing shall be placed in the common areas, which may impede traffic flows.

#### 7. Commitment Term

The commitment term shall be for a period of not less than six (6) months and not more than two years. Once approval has been given to a faculty member and accommodation assigned, the staff member must commit himself/herself to renting the premises for a minimum of six (6) months. However, the rental period shall not be more than two years and should the staff member need an extension of the rental period, he/she shall apply in writing for the extension, which shall only be granted with the written permission of the President of the University on the recommendation of the HR Director.

### 8. Rental Rate and Charges

- a) The rental rate shall be determined by the University and shall be reviewed from time to time. The rental rate is not intended to be market rate but is intended to defer some costs associated with the occupation of the accommodation provided.
- b) The staff member shall be responsible for any and all damages to university property resulting from any violation of these rules and regulations or any other university rules, as determined by the University and the University may deduct any such amounts from compensation due.
- c) The staff member shall not be charged for maintenance and/or repairs resulting from normal wear and tear associated with occupation of the housing unit, but shall be charged for any repair attributable to negligence or otherwise. The University shall deduct the costs of the repairs from any compensation due.

### 9. Termination

Without prejudice, the staff member will be required to quit the accommodation immediately at the expiration of the notice period, if any, and vacate Hall of Residence or Housing Unit without further notice in the event of any of the following:

- a) Upon expiration of the term of the assignment of the Hall of Residence or Housing Unit.
- b) If the employment relationship between the staff member and the University expires or is terminated for any reason whatsoever.
- c) If the University informs the staff member, in writing, of its intention to revoke their assignment of accommodation 8 weeks in advance of the date set for the termination of the assignment; or if they inform the University, in writing, of their intention to give up the premises assigned to them by the University, provided the same notice period is given to the University.
- d) Forthwith if the University advises in writing that they should vacate the premises because of the non-observance by them of any rule or provision which the University, at its sole discretion, considers to be of an essential nature.

#### 10.Other

The standard terms and conditions of a tenancy agreement shall apply and staff members who shall be required to sign a Lease Agreement.

Any benefits granted under this policy are a privilege not a right and the University reserves the right to change this policy at its sole discretion without prior notice. 8

## <u>ADDENDUM – Draft Lease</u>

# **LEASE**

### FOR RENTAL OF RESIDENTIAL PREMISES

The Mico University College agrees to lease/rent the premises located at				
			on The Mico University	
	description of the location	on of the premises		
Colleg	e campus situated at 1a Maresca	nux Road, Kingston	5 in the parish of St. Andrew to	
	Name of Lessee		Occupation of Lessee	
Under	the following terms and conditi	ons:		
1.	PAYMENT:			
The LE	ESSEE agrees to pay monthly, by	the 1st day of the mo	onth, the sum of \$	
LESSEE	ent shall commence on	hall be given to the libe calculated to incl		
There	shall be no Security Deposit.			
2.	Period:			
The ter	nancy shall begin on	day of	20	
And sh	nall be for a period of	months.		
	THE PREMISES:			
	ESSEE agrees to			
i)	Use the premises only for re- not to interfere with the personal		d conduct him/herself in such a manner as y.	
ii)			or of the premises and for the repair of LESSEE or any person whom the LESSEE	

- iii) Not to assign, sublet or otherwise part with possession of the premises.
- iv) Not modify or alter the accommodation provided either internally or externally. Should modification or alteration be necessary, it shall be done in conformity with the standards established by the University College and only after authorization in writing from the HR Director and shall be at the LESSEE's expense.
- v) Insure their personal property within the Hall of Residence or Housing Unit.
- vi) Be responsible for any losses, costs, or damages incurred by the University by reason of a breach by them, their Occupant(s) or their visitors of these rules and regulations.
- vii) Report immediately any incident that may impact the accommodation e.g. infestations of pests or insects and shall cooperate with the University College to provide access to the premises for the purpose of eliminating such pests or insects.
- viii) Allow the University College access to the premises for the purposes of undertaking any inspection, maintenance or other works that is deemed necessary by the University College.
- ix) Not keep pets in the Hall of Residence or Housing Unit.
- x) Not cause or allow any noise or activity on the premises which might disurb the peace and quiet of the community.
- xi) Not placed in the common areas any item or material, which may impede pedestrian/traffic flows.

### The UNIVERSITY COLLEGE agrees to

- i) Keep the premises in a good state of repair and fit for habitation during the lease period.
- ii) Provide due notice preferably in writing, to the Lessee for the purposes of undertaking any inspection, maintenance or other works that is deemed necessary by the University College. The University College reserves the right to enter any university residence.

#### 4. TERMINATION:

Without prejudice, the Lessee shall be required to quit the accommodation immediately at the expiration of the notice period, if any, and vacate the premises without further notice in the event of any of the following:

- i) Upon expiration of the term of the assignment of the Hall of the premises.
- ii) If the employment relationship between the staff member and the University College expires or is terminated for any reason whatsoever.
- iii) If the University informs the LESSEE, in writing, of its intention to revoke the assignment of accommodation 8 weeks in advance of the date set for the termination of the assignment; or if the LESSEE informs the University College, in writing, of their intention to give up the premises assigned to them by the University College, provided the same notice period is given to the University.
- iv) Forthwith if the University advises in writing that they should vacate the premises because of the non-observance by them of any rule or provision which the University College, at its sole discretion, considers to be of an essential nature.