



HOUSING POLICY:

GUIDELINES WITH REGARD TO THE ALLOCATION OF HOUSING UNITS OWNED BY REDHILL SCHOOL

This policy is to be read in conjunction with the policies and principles that form part of the Vision and Mission and Code of Conduct of the school and are governed by the school's rules and regulations.

The following guidelines will apply to all **full-time permanent members of staff** (hereinafter referred to as "*the staff member*" and/or "*the applicant*") who may wish to be considered in the allocation of Townhouse units owned by the School.

The School owns a portfolio of residential properties being a number of Townhouse units situated in Morningside Mews and Summit Place, which Townhouse units are available to let to staff. This housing portfolio is supported by the School primarily as an incentive to attract new full-time permanent members of staff who are taking up positions at Redhill School from other locations.

This housing is intended, in particular, to encourage the early assimilation of new employees into the life of the School community. The letting of a Townhouse imposes additional responsibilities on staff members and/or overtime to be worked by staff members, who will not be reimbursed for the carrying out of these additional responsibilities and or overtime worked. As a general rule, the School does not provide permanent accommodation for a period exceeding 3 (three) years. The School is unable to guarantee accommodation will be available for staff, in view of the fact that the staff member will generally be expected to eventually obtain accommodation through the private rental or sales market. As a general indication therefore, agreements of lease should not be signed for a period in excess of 3 (three) years, unless extenuating circumstances exist.

In addition to the foregoing, should the School be in the process of recruiting a new incumbent possessing scarce skills, then and in that event, the School reserves the right to withhold the allocation of an advertised empty Townhouse Unit to existing staff members in favour of a new incumbent possessing scarce skills.

Should the staff member be eligible for consideration and should the applicant's application be successful and a Townhouse unit be allocated to the staff member, then the staff member will be required to sign an agreement of lease which will be valid, binding and enforceable between the School and the staff member.

1. Process, Eligibility and Duration

- (a) Staff members who wish to be considered for eligibility must write a letter of application to the Operations Manager who will consider this application together with the Housing Committee when a unit becomes available.
 - i. Should a unit be available and should the staff member's application be approved, then the staff member will be informed in writing and asked to sign an agreement of lease.
 - ii. In the event that the staff member's application is approved and no units are available for accommodation, then and in that event the staff member will be placed on a waiting list for available units.
 - iii. In the event that the staff member's application is not approved, for whatever reason, then and in that event, the staff member will be advised in writing. Should the applicant wish to re-apply at a later stage, the staff member will be entitled to re-apply.
- (b) With effect from 1 January 2017, the duration of any agreement of lease in respect of a unit will be for a minimum period of one (1) year and a maximum period of three (3) years. The lease period recorded in the agreement of lease will be at the sole discretion of the School.
- (c) In the event of extenuating circumstances existing and on written application by the staff member concerned, tenancy after a maximum period of 3 (three) years may be considered by the School. In this regard:
 - i. The staff member's application is not guaranteed to be successful and the staff member acknowledges that he/she does not have a legitimate expectation to continue in occupation of a unit after a maximum period of 3 (three) years tenancy has lapsed.
 - ii. Should such staff member's application for an extension of a lease beyond the maximum 3 (three) year period be unsuccessful, then the staff member will be expected to vacate the unit on termination of the agreement of lease, being the last day of the month in which the three-year lease terminates.

- iii. Should such staff member's application for an extension of a lease beyond the maximum 3 (three) year period be successful, then such staff member will have their lease renewed on an annual basis, provided that the unit is not required to be let to new staff members as per the priority assessment criteria.
 - iv. Should such staff member's application for an extension of a lease beyond the maximum 3 (three) year period be unsuccessful, then such staff member will be entitled to appeal such decision in writing to the Housing Committee. The Housing Committee is made up Mr Joseph Gerassi, representing Academics, Ms Shamiksha Boodhoo representing Finance and Ms Galete Kirsch, representing Operations. Only Mr Joseph Gerassi and Ms Shamiksha Boodhoo will be allowed to vote and decisions will be made unanimously.
- (d) The Housing Committee reserves the right to relocate a staff member occupying staff housing to alternative accommodation to satisfy the School's operational requirements for example where single tenants are moved to one-bedroom dwellings in order to accommodate staff members with families. Should such relocation be required, then the School undertakes to reimburse the staff member with the reasonable costs associated with such relocation. The decision as to what constitutes reasonable costs lies within the sole discretion of the School.
 - (e) The staff member's application for housing is to remain confidential and any information furnished by the staff member in his/her application may be utilised by the School in order to carry out the relevant credit/rental history checks.
 - (f) Staff members acknowledge that they will only remain eligible for tenancy in School housing for as long as they remain employed as permanent staff members by the School and that should the staff member's permanent employment with the School become terminated for any reason whatsoever, the staff member agrees to vacate the staff housing at no later than 16h00 on the last day of month in which their employment with the School ceases.

2. Assessment Priority

The following priority criteria will be considered when a decision is made to allocate a Unit to a staff member / applicant:

- (a) The strategic and operational requirements of the School as determined by the Executive Head.
- (b) New academic staff whose early assimilation into the School community would be rendered easier by renting a Townhouse Unit within close proximity of the School.

- (c) Academic staff who are in their first two years' employment at the School and whose contribution to the School e.g. extra-mural commitments, academic involvement, or administration of the School, is seen to enhance the total educational offerings of the School.
- (d) Academic staff with more than two years' service at the School and whose contribution to the School e.g. extra-mural commitments, academic involvement, or administration of the School, is seen to enhance the total educational offerings of the School.
- (e) Any special circumstances that constitute a need for accommodation.

The following are NOT considered relevant and critical in the decision-making process:

- (a) Long Service;
- (b) Financial needs of staff members; and
- (c) Length of previous tenancy in housing.

3. Requirements of a successful applicant

The staff member to whom housing has been allocated is required to:

- (a) Sign an agreement of lease and to abide by the terms and conditions contained therein.
- (b) Pay a rental (as part of the staff member's structured remuneration package) determined on an annual basis by the Executive.
- (c) Pay the electricity costs, or share thereof (interns/those sharing), to be deducted monthly from the staff member's monthly remuneration. The staff member, on application for housing, consents to the deductions of rental and electricity costs.
- (d) All staff members residing in staff housing will be expected to maintain their Units in a clean and neat condition. The Operations Manager reserves the right to conduct periodic inspections and to seek rectification of damage/loss/abuse, where such damage/loss/abuse is seen to have been caused by the staff member.
- (e) All requests for maintenance/improvements to the Unit are required to be motivated in writing. Such motivation is to be addressed to the Operations Manager in writing.
- (f) **Comply with the Body Corporate Rules and relevant Conduct Rules, as amended from time to time.**

4. Obligations of the School

The School is required to:

- (a) Ensure the premises are reasonably clean and habitable at the commencement of the tenancy.
- (b) Maintain the Unit in a reasonable state of repair during the currency of the agreement of lease. Exterior maintenance is the responsibility of the Body Corporate.
- (c) Organise the cleaning of gutters (if applicable), carpets at the commencement of the tenancy.
- (d) Ensure that the tenant's enjoyment of the premises is not disturbed.
- (d) Pay for the levies and water accounts, the staff member / tenant being responsible for payment of the electricity account.

5. Obligation of the staff member / tenant

The staff member / tenant is required to:

- (a) Ensure rent is paid on time and kept up to date.
- (b) Notify the School of any change in circumstances that may affect the agreement of lease.
- (c) Maintain the Unit in a clean and tidy condition, including common areas where applicable.
- (d) Avoid damage to the Unit or common areas.
- (e) Ensure gardens are maintained in a reasonable order within the limits of water restrictions, including the mowing of lawns and limiting rubbish left in the garden and/or common areas.
- (f) Meet the cost of repairing any damage (excluding fair wear and tear) caused by the tenant / staff member or any visitor of the tenant / staff member invited or allowed onto the premises.
- (g) Allow access to authorised contractors of the School and managing agents of the Townhouse Units to carry out necessary repairs and other services (subject to receiving reasonable notice):
- (h) Not install fixtures or make any permanent improvements/alterations without the written consent of the School.
- (i) Not change locks to the Unit without the written consent of the School.

- (j) Not interfere with the reasonable peace, comfort and privacy of neighbouring occupants and to respect strict “*quiet hours*” in effect between 9pm and 8am daily during weekdays and between 9pm and 10:30am on weekends and public holidays. In addition, tenants are expected to show consideration for others by minimizing excessive noise.
- (k) Not use the Unit for illegal purposes.
- (l) Not sub-let the Unit or otherwise permit additional occupants to reside in the Unit without prior written approval of the School.
- (m) Not operate any business enterprise from the Unit without the prior written approval of the School.

6. Disputes

In the event of a dispute between the staff member and the School, such dispute will be required to be adjudicated by the Operations Manager and if either party is dissatisfied with the decision of the Operations Manager, then the aggrieved party is entitled to appeal such decision to the Housing Committee. The decision of the Committee will be final and binding upon both parties.

The Housing Committee reserves the right to amend/rescind Policy as and when required, in which event all parties will be bound by the provisions of the Policy in place at that particular time.

REVIEW OF POLICY

This policy may be reviewed from time to time.