

RULES AND REGULATIONS GOVERNING HOUSING IN UP DILIMAN

SECTION 1. STATEMENT OF POLICIES ON HOUSING. The following policies shall govern existing housing in UP Diliman:

- a. UP Diliman Housing is a privilege that is open and made available to UP employees who, appointed on full-time basis, meet the qualification requirements to occupy, for a limited period, UP-built housing units within the UP Diliman campus, subject to availability of housing units and the approval of the Chancellor. The privilege can be revoked or withdrawn at any time, in accordance with the terms and conditions of the privilege and pertinent laws, rules and regulations.
- b. UP Diliman is committed to a housing policy governed by these rules and subsequent issuances of the Chancellor¹.
- c. Employees granted the privilege of a housing unit on campus, in the concept of a subsidized lease, are encouraged to make provisions for acquiring their own off-campus housing where they can take up residence upon termination of the housing privilege.

SECTION 2. THE UP DILIMAN HOUSING COMMITTEE. The UP Diliman Housing Committee, henceforth referred to as the Committee, shall be an advisory and consultative body composed of the following:

- (1) Vice-Chancellor for Community Affairs as Chairman in an ex-officio capacity; and the following as Members,
- (2) Vice-Chancellor for Administration in an ex-officio capacity,
- (3) Chief Legal Officer, Diliman Legal Office, non-voting, in an ex-officio capacity,
- (4) Two representatives of the faculty, one of whom shall not be a resident of the campus,
- (5) One representative of the research, extension and professional staff (REPS),
- (6) Two representatives of the administrative personnel, one of whom shall not be a resident of the campus.

The Chairman and members of the Committee shall be appointed by the Chancellor to serve for a term of (2) years. In case of vacancy in the office of a representative, the replacement shall serve only for the unexpired portion of the term.

The Committee shall perform the following functions:

- a. To recommend to the Chancellor policies, programs, and rules and regulations on housing, including the rate of rentals;
- b. To recommend the awarding of housing units to qualified applicants;
- c. To exercise visitorial authority with the assistance of UP offices/representatives duly designated by the Chancellor;

¹ Delegated to Chancellors, per BOR resolution on its 1075th meeting held on 24 March 1994.



- d. To recommend to the Chancellor the imposition of appropriate administrative corrective measures and/or penalty for violation of the housing rules, including permits for repair or renovation of the University housing units; and
- e. To perform such other related functions as may be delegated by the Chancellor.

The Diliman Housing Office (DHO) shall serve as Secretariat to the Committee.

SECTION 3. QUALIFICATION OF APPLICANTS FOR HOUSING. Only regular personnel of UP Diliman or UP System are qualified to apply for housing. Regular personnel of UP Manila may apply for walk-up units through UP Manila's Office of the Vice Chancellor for Administration.

No award shall be made to any employee of UP Diliman/System who is the direct or beneficial owner of any residential house situated within a radius of twelve (12) kilometers from the UP Diliman campus as reckoned from the Oblation, regardless of whether the house is being leased or occupied by other persons. An awardee who subsequently acquires a residential house within the said 12-kilometer radius shall lose the housing privilege.

SECTION 4. DETERMINATION OF AWARDS. The Committee shall determine the eligibility for an award based on the applicant's rank or salary grade, educational attainment and length of service to the University using a point system. If both the applicant and spouse are employed by UP Diliman/System, their points (except for points coming from dependents) will be cumulated. Any other two UP employees may not team up to apply for a unit.

Table 1: Points from Rank or Salary Grade

Academic Rank (Faculty)	Salary Grade (Admin/REPS)	Points Earned
Professor	SG 22-25	12
Associate Professor	SG 18-21	10
Assistant Professor	SG 14-17	8
Instructor	SG 13 and below	6

Table 2: Points from Educational Degree

Highest Educational Attainment	Points Earned (Faculty/REPS)	Points Earned (Admin Staff)
PhD or equivalent	12	12
MA, MS or LLB	9	12
BA or BS	6	9
Secondary/Vocational	n/a	6

Table 3: Points from Length of Service

Service to the University	Points Earned
One year of full time service in UP Diliman/System (including time on secondment or special detail)	1
One year of full time service in other UP units	0.5

In addition to the points earned under Tables 1-3, an applicant with at least one dependent shall be given an additional two (2) points, but having more dependents will not earn further additional points.

Only applicants whose names are included in the list of applicants shall be considered for an award of a housing unit. The list shall be updated by the DHO and released every six months – on June 30 and December 31, with copies given to all heads of units of UP Diliman/System.

SECTION 5. RENTAL RATES. Subsidized lease rental rates shall be based on the housing unit type and floor area of the enclosed portion of the housing unit. The Committee may propose revisions to the rental rates, taking into consideration the prevailing property market rates, subject to the Chancellor's approval.

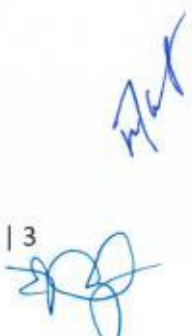
SECTION 6. OBLIGATIONS OF THE AWARDEE

- a. **To sign a contract of lease and abide by the University Rules and Regulations on Housing.** Every prospective awardee shall be furnished a copy of these rules. Every awardee of any University-owned housing unit shall execute a contract of lease.
- b. **To occupy the unit promptly.** Within one month from receipt of the notice of award, the awardee must sign the contract of lease and receive the keys to the housing unit. He/she shall submit to the Housing Office a request for permit to repair within one month from the receipt of keys.

Upon receipt of the Permit to Repair, the awardee shall be given ample time to renovate the unit (maximum of one month for walk-up units and three months for all other unit types). Rental charges shall commence once the maximum allowable time for repairs has lapsed, or where no request for repairs is submitted, upon occupancy of the housing unit, whichever comes first.

Failure to comply with any of these conditions within the prescribed period shall result in the cancellation of the award and shall bar the awardee for two (2) years from being considered for another award, except for valid grounds and without fault on the part of the applicant or by reason of force majeure.

- c. **To pay rental and other charges on time.** The lessee shall pay during the term of lease all charges for rental and utilities including but not limited to water and electricity. The lessee shall agree that all charges shall be deducted by the UP Cashier, through the payroll, on a first priority basis after deductions for contributions required by law.
- d. **To take proper care of the premises.** The lessee shall take good and proper care of the premises and keep them neat and clean. Cooking with firewood



inside a housing unit and storing of large quantities of highly combustible chemicals or materials and the like are prohibited.

- e. **To use the premises primarily for residential purposes only.** The lessee shall use the premises as a private dwelling only for himself and his immediate family.
- f. **To observe peace and quiet at all times.** Unnecessary noise and disorderly behavior shall be avoided and neighbors must be accorded due respect at all times.
- g. **To not sub-lease the housing unit nor assign the lease.** The awardee is prohibited from sub-leasing or assigning his/her housing privilege.
- h. **To peacefully vacate and turn over to UP, through the Housing Office, the housing unit and its premises upon the termination of the housing privilege.**
- i. **To comply with other terms and conditions of the housing privilege and the contract of lease, and with pertinent laws, rules and regulations.**

SECTION 7. RIGHTS OF THE AWARDEE

- a. **To make improvements or renovations with prior permission.** Upon prior application, renovations and improvements may be made in the housing unit. The Committee shall order the demolition of any improvement found to have been made without a prior permit, or in contravention of the written permit, and the payment of the applicable fine or initiation of the appropriate administrative sanction. The awardee may be required to restore at his/her own expense the original structure of the unit. All improvements shall automatically become the property of UP, and the lessee shall in no case remove or demolish the same.
- b. **To repair and renovate the unit upon receipt of award.** Repairs and renovation of the housing unit may be undertaken by the awardee or transferee prior to his/her occupancy of the housing unit. Reimbursement of allowable expenses incurred in the maximum amount of P150,000 may be granted through monthly rental credits.

Eight (8) years after the last approved request for reimbursable repairs, the lessee is again entitled to reimbursable repairs/renovation of the housing unit in the maximum amount of P100,000.
- c. **To accept boarders and/or lodgers with permission, subject to compliance with health, safety and sanitation measures.** Only students or personnel of UP Diliman, UP System or UP Manila may be accepted as lodgers/boarders in the maximum total of four (4). Awardees must submit to the Housing Office on a semestral basis the rental rates charged per lodger, and the names, academic courses, and other pertinent information of their lodgers.
- d. **To apply for transfer to another housing unit.** An awardee may apply for transfer to another housing unit, subject to the following: (1) the applicant has stayed in the original unit for at least five (5) years; (2) the applicant has more points than the top applicant in the waiting list; and (3) the request for transfer is based on justifiable grounds as determined by the Committee.

- e. **To keep domestic pets but in reasonable number as determined by UP.** Pets in reasonable number may be kept in the premises but immunization measures (if applicable) must be observed and such pets shall be kept within the lessee's premises, either caged or on a leash. The lessee must provide the Housing Office a copy of the immunization certificates of pet dogs and cats.
- f. **To keep the housing privilege while on scholarship, secondment or detail outside the Diliman campus.** The housing privilege shall not be impaired while an awardee is on scholarship, on detail to other UP constituent universities or on secondment for a period allowed by the University. UP reserves the right to terminate the housing privilege should the awardee fail to return to the University upon termination of the scholarship, secondment or detail, and to award the unit to a qualified applicant.

SECTION 8. POWERS, DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. **Visitorial powers.** For the proper enforcement of these rules, the Housing Office and other duly authorized representatives of the Chancellor may conduct inspection visits at reasonable hours of the day or night.
- b. **Right to conduct census of housing units by the Housing Office for the purpose of ascertaining compliance with these rules.** An awardee shall state under oath or affirmation pertinent information as may be required by the Committee.
- c. **Right to demolish illegal structures.** UP shall have the right to demolish structures found to be built in violation of the Housing Rules and Regulations and other UP policies, memoranda, orders and other issuances.

SECTION 9. GROUNDS FOR TERMINATION OF HOUSING PRIVILEGE

- a. **Separation/Termination of employment.** The housing privilege shall automatically terminate as soon as upon the awardee ceases to be a full-time regular employee of UP Diliman/System due to resignation, retirement, dismissal from service, death or any other cause. Notwithstanding the separation/termination of employment of an awardee, the housing privilege shall continue to be in force where the housing unit was awarded on the basis of the combined points of the awardee and spouse and the spouse remains a full-time regular employee of UP Diliman/System.
- b. **Transfer of housing privilege.** When an awardee ceases to be a full-time regular employee of UP Diliman, or dies, or otherwise separated from UP other than for violation of the housing rules, the housing privilege may be transferred to the awardee's spouse or child, either of whom is a full-time regular employee of UP Diliman or UP System and has rendered at least seven (7) years of service to UP. The transferee shall sign a new contract with UP.

A housing unit acquired by a transferee under these rules shall not be transferred a second time to a spouse or child, unless such spouse or child independently qualifies in accordance with the housing privilege criteria and earns total points at least equal to that of those belonging to the top ten in the list of qualified applicants.

- c. **Extension of the privilege for a period not exceeding six (6) months.** The contract of lease may be extended by the Chancellor, upon recommendation of the Committee, for a maximum of six (6) months following the awardee's retirement or death, and no surviving spouse or child satisfies requirements for the transfer of the housing privilege. A non-interest bearing bond equal to six (6) month's rental plus six (6) month's equivalent of other charges shall be posted, conditioned upon the faithful compliance of the awardee with the housing rules. The bond shall be forfeited in favor of the University if the housing unit is not vacated upon the lapse or expiration of the extension period, and the tenant/lessee shall be charged monthly rentals at current market rates, until the unit is vacated/recovered.
- d. **Violation of the Rules on Housing.** Violation of any of the following:
- (1) any provision of these rules or any other set of applicable rules on University housing promulgated or prescribed by the Board of Regents or any other competent University authority;
 - (2) the terms and conditions of the contract of lease;
 - (3) any special terms or conditions set or prescribed by the University to govern the award or lease of University housing units; and
 - (4) the terms or conditions of permits to undertake repair or renovation issued by the Housing Office;

shall give sufficient cause for UP to enforce the appropriate administrative sanctions ranging from a fine to withdrawal of the housing privilege, and the filing of the proper administrative disciplinary action, upon prior notice and hearing afforded to the awardee, in accordance with UP and Civil Service laws, rules and regulations with penalties ranging from reprimand to dismissal from the service, without prejudice to the filing of appropriate judicial case/s.

SECTION 10. LEGAL SANCTIONS. All information supplied in the application form for housing or for all other applications for permits from the Housing Office shall be given under oath. Giving of false information shall constitute sufficient ground for the initiation of legal sanctions, including withdrawal of the housing privilege.

SECTION 11. TRANSITORY PROVISIONS. All applicants who have applied with the Housing Office before the effectivity of these rules shall be required to reconfirm their applications under these rules.

SECTION 12. EFFECTIVITY. These revised rules shall take effect upon approval of the Chancellor².

AKSYON NG CHANSELOR:

- Inaprubahan Binigyang-pansin
 Hindi Inaprubahan

5/22/18
 Peta

MICHAEL L. TAN, PhD
 Chancellor

² Delegated to Chancellors, per BOR resolution on its 1075th meeting held on 24 March 1994.