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# APPENDIX 3:

#  OCCUPANCY AGREEMENT FOR OCCUPANTS OF UNIVERSITY HOUSES

**THIS AGREEMENT is made the ………………..day of …………………………..2016**

**BETWEEN**

**UNIVERSITY OF GHANA,** a Public University established under the laws of Ghana (hereinafter referred to as **“THE UNIVERSITY”)** acting per its duly authorized representative which expression shall where the context so requires or admits include her successors and assigns of the one part

**AND**

**………………………………………** of **……………………………………………………**

(Hereinafter referred to as **“THE OCCUPANT”)** of the other part.

1. An occupant of University house must be in the employment of the University.

2. An occupant of a University house shall use the house and its precincts for residential purpose only. A University house shall not be used for a business undertaking or a trade. Breaching of this regulation may lead to forfeiture of the house and additionally, not to be entitled to university housing for the next 6 years.

3. The use of University house or lands adjoining thereto shall be only with the express written permission of the Chairman of the Housing Committee. The Chairman of the Housing Committee shall inform the Housing Committee from time to time of all instances in which he has given or refused permission.

4. There shall be no rearing of animals in the buildings constituting the allocated house (e.g.) out- houses, garages, living rooms, kitchens etc.)

5. No improvements or alterations including the fixing of air conditioners shall be made to a University house without the express written permission by the Director of Physical Development and Municipal Services Directorate. The Director of Physical Development and Municipal Services Directorate shall notify the Housing Committee of all cases in which permission has been given or refused.

6. No dangerous, noisy, offensive or other act tending to a nuisance shall be engaged in a University house. The Housing Committee upon a report from the Housing Officer shall determine this matter. The decision of the Housing Committee shall be final.

7. A University house shall not be used for the purpose of holding live concerts or other similar performances in breach of Rule 6 above.

8. No one to whom a University house has been allocated shall assign, sub-let, mortgage or part with the house or any part thereof whether gratuitously or for valuable consideration. This shall be without prejudice to a person in the employment of the University being asked to occupy the house while the person to whom it has been officially allocated is temporarily away from the University; in any event, such an arrangement shall only be entered into with the express permission of the Chairman of the Housing Committee.

9. Where permission is granted under these Rules for an act likely to inconvenience occupants of neighbouring houses, notice of such permission shall be given to the occupants of all the houses likely to be so affected. Programme such as parties and crusades in the residential areas should end by 10:00pm or the noise levels reduced to the national allowable noise levels (55 decibels in the day and 48 decibels the night) for residential areas.

10. An occupant of the upper floor of a University housing facility which has more than one floor shall not pound ‘fufu’ or engage in other acts likely to cause damage to the house or suffer same to be done. The occupant shall be held responsible for making good the costs of repairing any such damage which shall be forwarded to the Director of Finance for necessary action.

11. Where animals are lawfully reared the occupant shall take the necessary steps to pen or house pets in such a manner as not to constitute nuisance to occupants of other premises or the University or cause damage to University property.

12. University or its agents shall have the right to enter at reasonable time during daytime except in circumstances where the living habits of the occupant make this impossible, any University house to review its condition so as to enable the University to give notice of any want of repair to the occupant. Upon notification, the occupant shall effect such repairs as are his/her liability within the time frame specified in the notice. In the event the repairs remain uneffected within the specified time, the University may execute such repairs as it may deem necessary and charge the cost thereof to the occupant.

13. An occupant who has vacated a University house for whatever reason shall not return there or to lands adjoining thereto at any time thereafter for the purpose of harvesting any crops or for any other purpose without the permission either of the person then lawfully occupying it or where it is unoccupied the University. Trees or their fruits by whosoever planted become part of University land and thereby owned by the University. However, neither the University nor its agents shall exercise any rights over them while the house is occupied.

14. For the avoidance of doubt, it is hereby stated that nothing contained in the preceding shall affect the power of the Housing Committee to decide any matter or take any other decision relating to or respecting University houses or their occupation thereof.

15. Staff vacating University housing Unit must give a notice of at least one month to the Chairman of the Housing Committee through the Estate Division of the PDMSD before leaving.