



## 2019 APPLICATION FORM FOR NSFAS STUDENTS RESIDING IN PRIVATE LEASED ACCOMMODATION

According to the DHET funding policies/guidelines, NSFAS qualifying students living in private leased accommodation can qualify for an accommodation allowance. For students to qualify a signed lease agreement together with this form must be submitted to the campus Financial Aid Office (FAO).

### STUDENT DETAILS

Title \_\_\_\_\_ Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Student Number: \_\_\_\_\_ Funder Detail: \_\_\_\_\_

Contact Number 1: \_\_\_\_\_ Contact Number 2: \_\_\_\_\_

ID Number: \_\_\_\_\_ (Attach certified copy) Email: \_\_\_\_\_

Banking Details: \_\_\_\_\_ Campus: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Branch Code / Name: \_\_\_\_\_

Account Type: \_\_\_\_\_ Account Number: \_\_\_\_\_

### SERVICE PROVIDER DETAILS

Title: \_\_\_\_\_ Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Street Address: \_\_\_\_\_ Number of beds \_\_\_\_\_ Email address \_\_\_\_\_

Contact Number 1: \_\_\_\_\_ Contact Number 2: \_\_\_\_\_

ID Number: \_\_\_\_\_ (Attach certified copy) Email: \_\_\_\_\_

### LEASE AGREEMENT DETAILS

Rent per month: \_\_\_\_\_ Rent per annum: \_\_\_\_\_

Lease duration (months): \_\_\_\_\_ Start month: \_\_\_\_\_

Lease Address: \_\_\_\_\_ Room number: \_\_\_\_\_

### AUTHORIZATION

I hereby take note of the rules attached to this application and authorize Tshwane University of Technology (TUT) to pay my accommodation allowance amount available on my student account to my personal bank account and it is my responsibility to pay the service provider.

Signature of Student: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby take note of the rules attached to this application and indemnify TUT, and hold TUT harmless against any claim(s), either in contract or in delict, or any other cause whatsoever, by any person in any capacity, which may arise from such payment.

Signature of Service Provider: \_\_\_\_\_ Date: \_\_\_\_\_

### FOR OFFICE USE

FAO Advisor: \_\_\_\_\_ Date Received: \_\_\_\_\_

FAO Advisor: \_\_\_\_\_ Date Captured: \_\_\_\_\_

Senior Advisor: \_\_\_\_\_ Date verified and reported: \_\_\_\_\_

## RULES FOR THE ADMINISTRATION AND PAYMENT OF OFF-CAMPUS PRIVATE ACCOMMODATION

The purpose of this document is to provide clarity on the administration and payment of students in privately owned off-campus accommodation facilities, dwellings, private homes, etc. across all campuses of Tshwane University of Technology, thus ensuring that the University addresses the critical shortage associated with the provision of student accommodation in line with DHET and NSFAS approved policies.

### 1. Responsibility of the student

- The student must complete the University "APPLICATION FOR PAYMENT OF PRIVATE ACCOMMODATION" form and submit this to their local Financial Aid Office (FAO) before a pre-determined date (reverse side of this form);
- The student must first show proof of evidence that they applied for residence space in University owned, leased or accredited spaces before this application will be considered;
- The student must ensure that the service provider co-signs the application form where applicable;
- Students may not change their accommodation without one month prior notification of the FAO;
- The student will receive 11 monthly contributions per annum via their personal bank accounts and it's the responsibility of the student to make payments to the service provider. The University will not enter into any disputes between the service provider and the student.
- The student must enter into a lease agreement with the service provider and present this lease agreement to the University FAO before any payment will be made;
- The student must ensure that this document and relevant Annexures is signed and co-signed by the service provider;
- Students whose home address is within 30km radius of the campus they attend class do not qualify for off-campus accommodation.
- Such students will need to make their own transport arrangements if the landlord cannot provide this.

### 2. Responsibility of the service provider

- The service provider hereby confirms the following:
  - The compliance of the property with the minimum norms and standards as required by the Higher Education Act, 1997 (Act no. 101 of 1997) for student accommodation.
  - The provision of security on the premises.
  - That the property has a standing supply of water and electricity;
- The service provider must co-sign this document as well as all other applications documents pertaining to this process.

### 3. Responsibility of the University

- The University will keep adequate record of the payments made to students;
- The University will ensure that payments are made within the pre-scribed and approved allocation of NSFAS;
- Payments is made from the end of February until the end of November. The November payment will include the amount for December, if any.

### 4. General

- The allowance amounts are not negotiable.
- The allowance amounts do not include deposits.
- If the student is not entitled to allowances they will have to repay this to the University.
- Student need to apply for a bank account of their choice and capture these details as prescribed.
- Allowances will only be paid after the student is approved for funding, registered, have submitted the required documents and have signed the relevant contracts and other legal documents.

\_\_\_\_\_  
SIGNATURE: STUDENT

\_\_\_\_\_  
SIGNATURE: SERVICE PROVIDER

\_\_\_\_\_  
FULL NAMES & SURNAME

\_\_\_\_\_  
FULL NAMES & SURNAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## GUIDANCE TO SERVICE PROVIDERS (LANDLORDS) AND STUDENTS ON ENTERING PRIVATE LEASE AGREEMENTS

The intention of this document is to provide NSFAS funded students and private off-campus service providers (Landlords) with guidance on entering into lease agreements. It is important that the service providers (Landlords) and students know their rights and obligations when entering into these lease agreements. The interest of the service providers (Landlords) the University, students and NSFAS is important and therefore adherence to national policy and governance is critical in this process.

### 1. NSFAS / DHET guidelines

The NSFAS guidelines for students who intend living in private leased accommodation states that, students will qualify for this allowance only when they provide a lease agreement. Therefore, any NSFAS qualifying student who want to access this funding must submit a lease agreement to their campus Financial Aid Office (FAO). Point 3 below provides more information on this.

### 2. Higher Education Act, 1997 (Act no. 101 of 1997) for student accommodation

The above mentioned Act, may be obtained at [https://www.tut.ac.za/Documents/2019/Gazetted\\_Minimum\\_Norms\\_and\\_Standards\\_for\\_institutions.pdf](https://www.tut.ac.za/Documents/2019/Gazetted_Minimum_Norms_and_Standards_for_institutions.pdf) and state all the requirements in terms of the minimum norms and standards. It is the joint responsibility of the service provider (Landlord) and the student to ensure adheres to these requirements. The following basic norms and standards is important to note from the Act:

- Adequate room sizes, study area, common areas, etc.
- Basic furniture e.g. cupboards, shelves, bed, dustbin, fittings and equipment;
- Bathroom and toilet facilities with adequate furniture and fittings;
- Utility room and kitchen, utensils, refrigerator, stove, microwave, cupboards, washing machine, etc.
- Common services e.g. mechanical, electrical, communication;
- Standing supply of water and electricity;
- Safety and security is important;
- Fire alarm and fighting equipment crucial;
- Social and recreational space.

### 3. Lease agreement

A standard lease agreement (as example) is obtainable at <https://www.tut.ac.za/Documents/2019/Lease-Agreement-Example.pdf>. Many examples of such agreements is obtainable on the internet and elsewhere. The following is important to note and should form part of the lease agreement:

- **Parties** (specify clearly the parties entering into the contract) ;
- **Definitions and Interpretations** (ensure that all terms used in the contract is clearly defined
- **Duration** (the start and end date of the contract);
- **Rent** (the monthly rental amount payable to the service provider);
- **Additional Charges** (any charges not included in the rent e.g. electrical, water etc.
- **Payments** (date of payments, account details, payment method, penalties for late payment, etc.);
- **Deposit** (any deposit required by the service provider e.g. key deposit, damage deposit, etc.)
- **Subletting** (standard rules for prohibiting transfer of rights or duties to third parties);
- **Duties of the student** (general house rules e.g. tidiness, damage, respect for neighbours, visiting rights, animal control, etc.);
- **Maintenance and Repairs** (responsibility of the landlord to repair and maintain the dwelling);
- **Termination and Breach** (terms and conditions when the contract is breach or terminated by either party);
- **General** (legal and other terms governing the contract);
- **Signatories** (date and signature of both parties entering into the agreement).