

**UNIVERSITY OF THE PHILIPPINES LOS BAÑOS**  
**College, Laguna, Philippines 4031**

**OFFICE OF THE CHANCELLOR**

July 7, 2008

**EXECUTIVE ORDER NO. 1**  
**Series of 2008**

**TO : All Concerned**

**SUBJECT : 2008 UPLB Housing Policies, Rules And Regulations**

CHAPTER I. SCOPE AND COVERAGE

These policies, rules and regulations shall cover University staff housing units, privately-owned housing units, and housing units of other agencies constructed on lands under the jurisdiction of the University of the Philippines Los Baños.

CHAPTER II. POLICY STATEMENTS

The University of the Philippines Los Baños shall:

Section 2.1 Provide housing facilities to its constituents as a privilege and not as a right within the limits of its resources. Housing units shall be classified as units for married academic/administrative staff, and single academic/administrative staff;

Section 2.2 Provide housing units on the basis of need and resources of its constituents. Staff housing shall also serve as an incentive to attract or retain the services of qualified academic (junior and senior faculty and REPS) and administrative personnel;

Section 2.3 Encourage its units/programs to develop and provide housing for their respective constituents. The housing units shall become the property of the University, but accommodation priorities shall be given to the concerned units' or programs' staff for a period of ten years. After this period, these housing units, when vacated, shall be opened for competition to all qualified personnel of UPLB;

Section 2.4 Develop, regulate and administer University-owned housing units through the UPLB Housing Office;

*Carly Velasco*

Section 2.5 Encourage and assist the University staff to develop and acquire their own houses and lots;

Section 2.6 Award the occupancy of housing units through open competition to qualified personnel based on the established criteria and prescribed point system;

Section 2.7 Regulate and administer the housing units occupied by private entities on lands under the jurisdiction of the University; and

Section 2.8 Regulate the housing units of allied agencies on lands under the jurisdiction of the University.

### CHAPTER III. DEFINITION OF TERMS

For the purpose of implementing these policies, rules and regulations, the following terms are hereby defined:

Actual service - the number of years of actual service rendered to the UPLB and other units of the UP system

Allied agencies - the International Rice Research Institute (IRRI), Southeast Asian Regional Center for Graduate Study and Research in Agriculture (SEARCA), Forest Products Research and Development Institute (FPRDI), Ecosystems Research and Development Bureau (ERDB), Agricultural Training Institute (ATI), Boy Scouts of the Philippines (BSP), and all other agencies that are or may be allowed to locate within the jurisdiction of UPLB

Appraisal committee - a committee to be created by the Chancellor to be composed of his/her representative, the original/current occupant or his/her representative, and a third party selected by or acceptable to both parties which shall determine the fair market value of a privately-owned housing unit.

Assignor - one who transfers his/her privilege and obligations to another party, who is the assignee

Assignee - one to whom the privilege and obligations have been transferred

Beneficiary - a person who has been granted the privilege to occupy a University staff housing unit or land for housing purposes

Commercial - use of the housing unit and its premises to derive income

Compulsory heir - the direct heir of the original/current occupant as provided for by law

Current occupant of private housing unit - the UPLB employee to whom the right of occupancy of the housing unit has been transferred

Dependents - the beneficiary's spouse and single unemployed children who are 21 years old or younger

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Gross family income - sum of the gross incomes from all sources of the applicant and family members who live with the applicant as reflected in the income tax returns of the year preceding the time of application

Housing unit - the housing facilities including the area of the land being used by the occupant for garage, driveway, garden and similar uses

Kilometer radius - reckoned as the distance from the main gate of the UPLB campus to a personally-owned housing unit

Original occupant of private housing unit - UPLB employee who was granted by the University, through the approval of the Board of Regents, a loan to help him build a housing unit on University property and with whom the University has executed an agreement

Primary Memorandum of Agreement - the basic agreement of an allied Agency with the University on its privilege to locate or build its offices and other structures in the University

Sublease - temporary lease of a private housing unit to another qualified applicant for the duration of the approved leave of absence of the beneficiary, subject to certain conditions

Temporary - a definite period of time as provided in the implementing rules and regulations

UHO - the UPLB Housing Office

University - the University of the Philippines Los Baños

#### CHAPTER IV. UNIVERSITY STAFF HOUSING

##### ARTICLE 1. OBJECTIVE

The University of the Philippines Los Baños aims to provide temporary housing for its staff and to extend all possible assistance for housing.

##### ARTICLE 2. TYPES OF HOUSING UNITS

Section 2.1 The UPLB Housing Office shall allocate and designate housing units for married and single personnel. The units for single personnel shall be shared by personnel of the same sex.

Section 2.2 UNITS FOR MARRIED PERSONNEL. Married personnel actually living with spouse and/or dependent and/or single children may apply for these units.

Section 2.3 UNITS FOR SINGLE PERSONNEL. The following personnel may apply for this type of unit:

2.3.1 Single;

2.3.2 Widow/er but without accompanying children;

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- 2.3.3 Legally/actually separated but without accompanying dependents;  
or  
2.3.4 Married but without accompanying spouse and/or dependents.

Section 2.4 The UHO shall determine the number of occupants for housing units set aside for single personnel. The UHO shall also assign the number of occupants for each house and bedroom based on the floor area of the bedrooms. Staff occupying units for single personnel shall not refuse occupancy of the unit to qualified applicants, unless the refusal is based on valid grounds to be determined by the UHO. Continuous refusal after the UHO has determined that the reason is not valid shall be a ground for terminating the privilege of the refusing occupant. The UHO can also dissolve a group occupying a housing unit for single personnel if the minimum number of beneficiaries is not met after two (2) consecutive announcements.

### ARTICLE 3. QUALIFICATIONS OF APPLICANTS

The following shall be observed in determining the qualifications of housing applicants:

Section 3.1 Any UPLB academic or administrative employee may apply for a housing unit provided he/she or his/her spouse does not own a housing unit within a radius of fifteen (15) kilometers from the main gate of the UPLB campus.

Section 3.2 The applicant is not on personal leave of absence without pay or not on full-time detail or assignment in another agency at the time of application. However, staff members returning from study leave may be allowed to apply *in absentia*.

Section 3.3 The applicant shall not have a gross family income of more than P900,000 (as of 2008). This amount shall be adjusted by the UPLB Housing Office as the need arises.

Section 3.4 Single personnel who are qualified under Section 2.3 may apply for units specifically assigned for them, provided that the evaluation of applicants shall be based on applicable criteria set in Sections 4.1.1 and 4.1.2.

Section 3.5 The applicant has not violated these rules, Article 17 of these rules, and other rules and regulations of UPLB and the UP System and has no pending administrative complaint (under oath) filed against him.

*Car Velasco*

ARTICLE 4. BASES OF AWARD

Section 4.1 In evaluating the housing applicants, the following criteria shall be used:

4.1.1 FOR ACADEMIC PERSONNEL

4.1.1.1	Dependents (spouse not employed at UPLB and unemployed children 21 years old or younger)	25 points maximum (5 points per dependent)
4.1.1.2	Gross family income (GFI) The points for GFI will be computed using the formula: GFI points = 50 * $\frac{\text{annual salary of SG 11}}{\text{GFI}}$	50 points maximum
4.1.1.3	Years in service	40 points maximum
	4.1.1.3.1 Actual service in UPLB, including study leave with pay (2 pts/year)	
	4.1.1.3.2 Study leave without pay (official time) not to exceed 3 years for MS and 5 years for PhD, and returned with the degree, including post-doctoral studies (1 pt/year) <sup>1</sup>	
	4.1.1.3.3 Special detail (official time) to serve another government agency, not to exceed 2 years (1 pt/year)	
	4.1.1.3.4 Service as student assistant or graduate student assistant (1 pt/year, not to exceed 3 pts)	
4.1.1.4	Education (highest degree attained) 4.1.1.4.1 PhD degree - 30 pts 4.1.1.4.2 Master's degree - 20 pts 4.1.1.4.3 Bachelor's degree - 10 pts 4.1.1.4.4 Training (.1 pt for every day of training, or .33 pt for every unit earned beyond the highest degree, but not to exceed 9 pts)	30 points maximum
4.1.1.5	Administrative assignments 4.1.1.5.1 Vice Chancellor, Dean 25 pts 4.1.1.5.2 Director, Chairperson, College/School Secretary 20 pts 4.1.1.5.3 Assistant or Deputy Director, Assistant to the Chancellor or Vice Chancellor 15 pts 4.1.1.5.4 Section/Laboratory/Division Head or Chief, with appointment from HRDO 10 pts 4.1.1.5.5 Section/Laboratory/Division Head or Chief, with appointment from Dean or Director 5 pts	25 points maximum
4.1.1.6	Merit awards For first time applicants, these will include	20 points maximum

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<sup>1</sup> No point shall be credited if the applicant did not earn the degree

	<p>all awards earned since the beginning of service. For current beneficiaries, these will include only those awards earned after the date of the last housing award.</p> <p>4.1.1.6.1 International 6 pts</p> <p>4.1.1.6.2 National 5 pts</p> <p>4.1.1.6.3 University System or regional 4 pts</p> <p>4.1.1.6.4 Campus or local 3 pts</p> <p>4.1.1.6.5 College 2 pts</p> <p>4.1.1.6.6 Institution, department, center, convention or conference award, or University citation 1 pt</p>	
4.1.1.7	<p>Spouse employed in UPLB</p> <p>The spouse will be evaluated based on the preceding criteria, and the total points earned will be added to the applicant's points</p>	

Section 4.1.2 FOR ADMINISTRATIVE PERSONNEL

4.1.2.1	<p>Dependents (spouse not employed at UPLB and unemployed children 21 years old or younger)</p>	<p>25 points maximum (5 points per dependent)</p>
4.1.2.2	<p>Gross family income (GFI)</p> <p>The points for GFI will be computed using the formula: GFI points = 50 * <math>\frac{\text{annual salary of SG 1}}{\text{GFI}}</math></p>	<p>50 points maximum</p>
4.1.2.3	<p>Years in service</p>	<p>No maximum</p>
	4.1.2.3.1 Actual service in UPLB (2 pts/year)	
	4.1.2.3.2 Study leave without pay (official time) or with pay not to exceed 3 years for MS and 5 years for PhD, and returned with the degree, including post-doctoral studies (1 pt/year) <sup>2</sup>	
	4.1.2.3.3 Special detail (official time) to serve another government agency, not to exceed 2 years (1 pt/year)	
	4.1.2.3.4 Service as student assistant or graduate student assistant (1 pt/year, not to exceed 3 pts)	
4.1.2.4	<p>Education (highest degree attained)</p> <p>4.1.2.4.1 PhD degree - 30 pts</p> <p>4.1.2.4.2 Master's degree - 20 pts</p> <p>4.1.2.4.3 Bachelor's degree - 10 pts</p> <p>4.1.2.4.4 High school - 5 pts</p> <p>4.1.2.4.5 Training (.1 pt for every day of training, or .33 pt for every unit earned beyond the highest degree, not to exceed 5 pts for high school graduates and 9 pts for graduates of higher degrees)</p>	<p>30 points maximum</p>

<sup>2</sup> No point shall be credited if the applicant did not earn the degree

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4.1.2.5	Administrative assignments 4.1.2.5.1 Vice Chancellor 25 pts 4.1.2.5.2 Director 20 pts 4.1.2.5.3 Assistant or Deputy Director, Assistant to the Chancellor or Vice Chancellor 15 pts 4.1.2.5.4 Section/Laboratory/Division Head or Chief, with appointment from HRDO 10 pts 4.1.2.5.5 Section/Laboratory/Division Head or Chief, with appointment from Dean or Director 5 pts	25 points maximum
4.1.2.6	Merit awards For first time applicants, these will include all awards earned since the beginning of service. For current beneficiaries, these will include only those awards earned after the date of the last housing award. 4.1.2.6.1 National 5 pts 4.1.2.6.2 University System or regional 4 pts 4.1.2.6.3 Campus or local 3 pts 4.1.2.6.4 College 2 pts 4.1.2.6.5 Institution, department, Center, convention or conference award, or University citation 1 pt	20 points maximum
4.1.2.7	Spouse employed in UPLB The spouse will be evaluated based on the preceding criteria, and the total points earned will be added to the applicant's points	

Section 4.2 Awarding of Units. The applicant with the highest total points shall be awarded the occupancy of the housing unit. The unit vacated by a beneficiary who is awarded another unit shall be opened for competition. All units to be awarded shall be on an "as-is-where-is" basis.

Section 4.3 Waiving of Privilege. Should the awardee waive his/her privilege to the unit, it will be offered to the next most qualified applicant under the same announcement where the unit was advertised. An awardee who waives his/her privilege shall not be allowed to compete in the next two immediate announcements of vacancies.

Section 4.4 A beneficiary may apply for another housing unit whenever one is available. However, the evaluation will consider only those accomplishments earned after the date of the last housing award. Furthermore, the tenure of occupancy for the new unit shall not exceed the unexpired portion of the five-year occupancy of the old unit.

*Long Johnson*

ARTICLE 5. TENURE OF OCCUPANCY

Section 5.1 Total tenure. The tenure of occupancy shall be five (5) years. A new housing occupancy agreement may be awarded at the option of the University. The total occupancy tenure shall not exceed twenty (20) years. The computation of tenure shall include all periods of stay in a University staff housing under any category.

Section 5.2 The agreement shall be automatically terminated for any of the following reasons:

5.2.1 The beneficiary ceases to be employed by UPLB, except under the following circumstances:

5.2.1.1 In case of compulsory retirement from the service or permanent disability or death of the beneficiary, he/she and/or his/her family shall be granted a two-year extension of stay effective upon retirement, disability or death subject to the condition that corresponding occupancy fee and other charges shall be paid in advance;

5.2.1.2 In case of the beneficiary's optional retirement from the service, he/she shall be granted one (1) year extension of his/her stay effective upon retirement subject to the condition that the corresponding occupancy fee and other charges shall be paid in advance; and

5.2.1.3 To avail of the above extensions, the retiree should not have violated these rules, Article 17 of these rules, and other rules and regulations of UPLB and the UP System, and has no pending administrative complaint (under oath) filed against him/her.

5.2.2 The beneficiary fails to return after reasonable time [but not more than three (3) months] to UPLB after the termination of his/her approved special detail or leave of absence;

5.2.3 The beneficiary owns a housing unit within a 15-kilometer radius from the main gate of the campus; and

5.2.4 The beneficiary is meted a final administrative or criminal sanction of one-year suspension or imprisonment, or a final conviction of a civil case involving moral turpitude.

Section 5.3 The occupant shall vacate the premises within thirty (30) days from notice of the UHO, or any period that may be specified by the UHO.

ARTICLE 6. OCCUPANCY FEES

Section 6.1 The occupancy fee for the use of the house shall be on a square meter basis. As of 2008, the occupancy fees shall be as follows: P13/sq m for bungalows, P12/sq m for two-storey houses, and P10/sq m for apartments and duplex units.

Section 6.2 The University shall set the minimum occupancy fees for housing units designated for married and single personnel. For 2008, the minimum occupancy fee for single personnel shall be P500/person/month. However, if the single beneficiaries' total

*Long Velasco*



occupancy fee is less than the computed occupancy fee for the unit based on floor area, the occupancy fee per person will be proportionate to the bedroom area occupied.

Section 6.3 The University shall adjust the occupancy fees in accordance with the exigencies of the times. However, the payment of the actual increase will depend on the salary grade and other benefits from the University, as follows:

Annual Gross Family Income	
Less than P185,000	60% of the annual increase
P185,000 < P275,000	75% of the annual increase
Greater than P275,000	100% of the annual increase

The UHO can change the basis of occupancy fee increase from time to time.

Section 6.4 To encourage the housing beneficiaries to build their own houses and to give a chance to other staff who are also in need of subsidized housing from the University, the current occupancy fee shall be increased by 20% when a beneficiary wishes to avail himself/herself of a new contract after the expiration of a current contract. The 20%-increase will be separate from but added to the annual occupancy fee increases that the University may impose.

Section 6.5 Occupancy fees shall be deducted monthly from the housing beneficiary's salary.

Section 6.6 Single beneficiaries shall designate from among themselves a representative who will have the following duties:

- 6.6.1 Transact business with the University on behalf of the group;
- 6.6.2 Report vacancies; and
- 6.6.3 Pay utilities on behalf of the group.

Section 6.7 A housing beneficiary who will retire or go on leave without pay will be required to pay advance occupancy fees covering the duration of his/her contract or leave. A surcharge of 2% per month will be imposed for failure to pay the bill on the due date.

Section 6.8 The University reserves the right to adjust the house occupancy fee.

#### ARTICLE 7. OTHER FEES

Section 7.1 Utilities. The beneficiary shall pay for utilities such as, but not limited to, water, electricity, garbage, and telephone. For single beneficiaries, payments for utilities shall be shared by a housing unit's occupants in accordance with their agreement. In the event of notice of delinquency of payments served by the Physical Plant Maintenance and Services Office (PPMSO), the outstanding amount will be deducted from the salary of the occupant.

Section 7.2 House occupancy fee deposit. A deposit equal to three-month occupancy fees will be collected from a beneficiary at the beginning of the contract. This deposit will be used to cover major repairs (beyond normal wear and tear). Any amount that remains after the said expenses

*Long V. Debra*

will be refunded to the beneficiary without interest, or may be credited to the deposit of a new contract. If a beneficiary is about to retire, the unit will first be inspected to evaluate the need for repairs and the corresponding cost. This will be the basis of the beneficiary's deposit, but the amount of deposit shall not be less than the three-month occupancy fees. The deposit must be paid before occupancy. A surcharge of 2% per month will be imposed for failure to pay the bill on the due date.

Section 7.3 Utilities deposit. A beneficiary who is temporary, contractual, about to retire or will go on study leave without pay shall pay a deposit, the amount of which shall be set by the PPMSO, for water, electricity and other utilities. This deposit will be used to pay for utilities in case the beneficiary fails to pay the same upon termination of the agreement.

Section 7.4 Key deposit. A beneficiary shall pay a key deposit equivalent to the current duplication cost.

#### ARTICLE 8. PROCEDURE FOR MOVING IN

The house shall be occupied within the period specified by the UHO. The corresponding occupancy agreement shall be signed on or before occupancy. Failure to comply with the above requirements shall result in the forfeiture of the awardee's privilege to occupy the unit, except in cases where a request for deferment is granted, and deferment shall not exceed fifteen (15) days. In the latter case, the awardee should formally apply for a deferment of the moving-in date.

#### ARTICLE 9. FORMATION OF A NEIGHBORHOOD ASSOCIATION

The UHO shall designate staff housing zones. Beneficiaries belonging to each zone shall form a neighborhood association with its own set of officers. The association shall, among others, perform the following functions:

- 9.1 Assist the University in maintaining peace and order in the neighborhood;
- 9.2 Settle disputes/misunderstandings among its members;
- 9.3 Undertake projects that will improve the living conditions in the neighborhood; and
- 9.4 Submit an annual report to the UHO about the association's activities, officers and members, and the latter's status (i.e., whether active or inactive).

#### ARTICLE 10. CONDITION FOR NEW OCCUPANCY AGREEMENT

A retiree who wishes to apply for extension under Section 5.2.1.1 or Section 5.2.1.2, or a current beneficiary who wishes to apply for a new 5-year occupancy agreement may be allowed to do so, provided that the beneficiary satisfies the qualifications of applicants stated in Article 3, and that the result of the UHO's evaluation of the housing unit's condition shows that the beneficiary has been a good steward of the housing unit. The beneficiary should sign the occupancy agreement

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on or before the deadline set by UHO and have the same notarized. Failure to do so will mean a surcharge of 20% of the rental rate. Occupancy of the unit without signing the agreement shall mean that the beneficiary fully agrees to the terms and conditions of the University.

ARTICLE 11. CARE AND MAINTENANCE OF THE UNIT AND ITS PREMISES

Section 11.1 The housing unit and its premises shall be used exclusively as a regular residence of the beneficiary and his/her legal dependents or his/her official co-beneficiaries.

Section 11.2 The housing unit shall be kept clean and habitable at all times, and its premises, including the roof, gutter, drainage, lawn and garden, must be well-maintained.

Section 11.3 Beneficiaries must comply with the rules on proper garbage disposal.

Section 11.4 Any leak on the roof, defective plumbing, carpentry work, electrical problems, and other maintenance and repair problems of the unit should be immediately reported to the UPLB Housing Office in writing. The UHO shall keep a logbook for all requests for repair and maintenance. Requests shall be attended to on a "first come, first served" basis, except in cases of emergency.

Section 11.5 The housing unit shall only be occupied by the number of occupants allowed by the UPLB Housing Office, as follows:

11.5.1 For families, occupants shall be the beneficiary, his/her spouse and/or their unmarried children; parents; and at most two (2) household help **or** unmarried relatives; and

11.5.2 For single beneficiaries, only the beneficiaries themselves can occupy the unit. Single beneficiaries are not allowed to let relatives or friends stay in the housing unit.

Section 11.6 TV and cable antennas shall not be placed on rooftops.

Section 11.7 Requests for pruning of trees in the house premises should be made in writing to the UPLB Landscape Management Committee or its equivalent.

Section 11.8 The growing of crops and ornamentals and related landscaping activities shall be limited within the premises allocated for the housing unit provided that the natural landscape is not adversely affected and conservation measures are practiced. Any planting done by the University on the premises must not be removed by the beneficiary.

Section 11.9 Raising of livestock and poultry, such as, but not limited to, swine, chicken, and goat is strictly prohibited in the housing area. Having snakes as pets is likewise prohibited.

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ARTICLE 12. REPAIR, ALTERATION AND IMPROVEMENT

Section 12.1 Any alteration and/or improvement to be made on the housing units of UPLB shall be for the account of the beneficiary, and shall be done only after the prior written approval of the Chancellor, upon recommendation of the UPLB Housing Office, and shall become the property of UPLB without obligation of reimbursement.

Section 12.2 The UPLB Housing Office shall issue guidelines on the cost of repairs. The cost of repair of damage not due to the occupant's negligence shall be shared by the occupant and the University on a 50:50 basis. The occupant's share of repair costs shall be paid through salary deduction. In case the occupant's occupancy agreement has already expired, he/she should pay the cost of repair within six (6) months after he/she has vacated the unit. A surcharge of 2% per month will be imposed for failure to settle this bill on time.

Section 12.3 Garage construction. The design and specification of the garage, whether permanent or temporary, should conform with the University's standard requirement. The construction should be under the supervision of the UPLB Housing Office. Expenses to be incurred for garage construction are not refundable and cannot be deducted from the house occupancy fee.

Section 12.4 Repairs. The cost of materials for minor repairs as indicated hereunder shall be to the account of the beneficiary and not chargeable against his/her occupancy fee:

12.4.1 Civil Work. Replacement of defective:

- 12.4.1.1 Cabinet door hinges, cabinet door lock and pulls; and
- 12.4.1.2 Aluminum window and door screens.

12.4.2 Plumbing Work. Replacement of defective:

- 12.4.2.1 Kitchen and lavatory faucets;
- 12.4.2.2 Loose faucet knobs, worn-out faucet washers and loose faucet threads; and
- 12.4.2.3 Water closet flushing mechanism.

12.4.3 Electrical Work. Replacement of defective bulb, fluorescent tube, tube holder and starter.

Section 12.5 Expansion. Any expansion of the housing unit, such as addition of rooms or increasing the area of the housing unit, shall not be allowed.

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ARTICLE 13. RESPONSIBLE PET OWNERSHIP

The provisions of Municipal Ordinance No. 2005-458 and the Program for Responsible Pet Ownership, as provided by Memorandum No. 149, Series of 2006, shall be observed.

ARTICLE 14. PEACE AND ORDER

Section 14.1 Unnecessary noise caused by boisterous and loud conversation, loud music, TV sets and car horns, etc. must be avoided. Community socials and other social activities should not last beyond 12 midnight. The host shall be responsible for the proper conduct of his/her guests and visitors.

Section 14.2 The University reserves the right to demand proper identification from anyone in buildings, on streets, and in other public places inside the UP campus from 12 midnight to 4:00 a.m. Non-residents shall be asked to leave the campus during these hours.

ARTICLE 15. ASSIGNMENT OF HOUSING PRIVILEGE

Section 15.1 A beneficiary who goes on leave of absence or on special detail is given the option to retain the occupancy of his/her house or space for the duration of his/her approved leave which must not exceed a maximum of 2 years in any of the following cases:

- 15.1.1 If the beneficiary leaves behind his/her legal dependents, he/she shall be given the option to retain the occupancy of his/her unit for the duration of his/her approved leave;
- 15.1.2 If the beneficiary decides to leave his/her household furniture and other personal belongings in the housing unit, he/she shall be given the option to retain the occupancy of the said house for the duration of his/her approved leave but it shall be assigned by the University for the same period of time subject to the following conditions:
  - 15.1.2.1 The beneficiary shall be given the privilege to select the assignee from among the first three ranking applicants who qualify in a "point system" competition conducted by the UHO;
  - 15.1.2.2 His/Her personal belongings shall be stored only in one room of the house. The choice of the room to be used for storage shall be agreed upon by the beneficiary and the assignee. However, the master's bedroom shall not be used for storage. Furthermore, the beneficiary shall be responsible for the maintenance and upkeep of the room used for storage;
  - 15.1.2.3 The beneficiary shall share with the assignee the payment for house occupancy fee in an amount proportionate to the space occupied by his/her belongings; and
  - 15.1.2.4 Payments for utilities shall automatically be deducted monthly from the salary of the assignee.
- 15.1.3 If the beneficiary elects not to leave his/her family or his/her personal effects behind, he/she may retain the occupancy of the said house for the duration of his/her approved leave but the University shall have the right to select the assignee for the same period of time.
- 15.1.4 If at the end of his/her approved leave, the beneficiary fails to return, the housing unit shall be considered vacant.

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15.1.5 A beneficiary on full time detail or leave of absence without pay for purposes other than to pursue advanced degree may continue to avail himself/herself of his/her housing privilege only up to a maximum of two (2) years.

#### ARTICLE 16. INSPECTION

Section 16.1 Inspection. There shall be three (3) kinds of inspection, namely:

16.1.1 Anytime during reasonable hours of the day during the effectivity of the occupancy agreement;

16.1.2 One year before the termination of the occupancy agreement; and

16.1.3 Immediately after the termination of the occupancy agreement.

Section 16.2 Visitorial powers. For the proper enforcement of the foregoing rules, the University or its duly authorized representative, upon prior notice, may conduct periodic inspection of the housing unit and its premises in the presence of the beneficiary or his/her representative.

Section 16.3 One year before the termination of the occupancy agreement, the University shall inspect the housing unit and its premises for damage and cleanliness. In the event that there is damage beyond normal wear and tear and not due to force *majeure*, the beneficiary shall be charged the cost of repairs to be determined by the University. In terms of cleanliness, the unit shall be in a condition ready for occupancy. Any cost incurred for cleaning will be for the account of the beneficiary.

#### ARTICLE 17. SANCTIONS

The following shall be the basis for the pre-termination of an occupancy agreement or disqualification from applying for a new occupancy agreement:

Section 17.1 Failure to abide by the rules and regulations of the University and the Staff Housing Rules and Regulations;

Section 17.2 Applying for, and/or occupying a UPLB staff housing unit when the applicant has an existing house within a 15-km radius from the main gate of the campus;

Section 17.3 Dishonesty in connection with the application for, and occupation of the UPLB staff housing unit;

Section 17.4 Failure to occupy the housing unit within the period specified by the UHO, or failure to occupy the housing unit on a regular basis;

Section 17.5 In the case of single beneficiaries, failure to report in writing a vacancy in the unit occupied within seven (7) days from the date of check out;

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Section 17.6 Failure to secure the approval of the Chancellor or his/her authorized representative before conducting any alteration or improvement on the housing unit, including its electrical and plumbing connections;

Section 17.7 Failure to keep the unit in good condition at all times;

Section 17.8 Improper use of University facilities, including negligence of the beneficiary resulting in fire or other events that will damage University property and destruction of University property including theft of electricity and water;

Section 17.9 Commission of other acts inimical to the interest of the University;

Section 17.10 Using the housing unit for commercial purposes;

Section 17.11 Failure to register with a neighborhood association after two (2) reminders from the UPLB Housing Office;

Section 17.12 Having unqualified occupant/s or more than the number of individuals allowed by these rules to stay in the housing unit;

Section 17.13 Final order of suspension from the service by University authorities for one year or more;

Section 17.14 Final order of separation from the University due to a final order of dismissal from the service by University authorities;

Section 17.15 Failure to abide by the provisions of Memorandum No. 072, Series of 2006 on the Program for Responsible Pet Ownership;

Section 17.16 The University has the option to order the demolition of all unauthorized alteration, expansion or improvement of the housing unit. At his/her own expense, the beneficiary shall comply with the demolition order within fifteen (15) days from receipt. Upon the beneficiary's failure, the University shall demolish the unauthorized alteration, expansion or improvement. All expenses incurred by the University for the demolition shall be deducted from the beneficiary's salary.

Section 17.17 In case of court litigations arising from breach of the terms of the agreement on the part of the beneficiary/assignee, the University shall be entitled to collect litigation damages and other litigation expenses and shall be under the jurisdiction of the Municipal Trial Court of Los Baños or Regional Trial Court of Laguna.

## CHAPTER V. PRIVATE HOUSING ON UNIVERSITY PROPERTY

### ARTICLE 1. GENERAL POLICY STATEMENT

Section 1.1. Private housing. Construction of private housing units on University property is not allowed. This rule, however, shall not

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affect the occupants of the 40 private housing units built by UPLB personnel under the terms and conditions of the University enumerated below:

- One (1) housing unit on Narra Street constructed before 1948 whose occupant entered into a Deed of Conditional Sale with the University;
- Three (3) housing units on Duhat Road constructed in 1953 whose occupants have entered into Deeds of Conditional Sale with the University;
- Eighteen (18) housing units along Camia, Rosal, Sampaloc and Kanluran Streets constructed in 1958 with the approval of the Board of Regents during its 652<sup>nd</sup> meeting on July 28, 1958 and covered by Promissory Notes;
- Two (2) housing units along Ilang-ilang Road constructed in 1961 to 1963 and covered by Promissory Notes with the approval of the then Vice President Dioscoro L. Umali;
- One (1) housing unit along Ilang-ilang Road constructed with the approval of the then Vice President Dioscoro L. Umali;
- Nine (9) housing units along Dao Road constructed in 1963 and covered by Loan Contracts; and
- Six (6) housing units in Sawmill area constructed in 1971 with the approval of the College of Forestry administration and covered by agreements

Section 1.2. The occupants of the private housing units enumerated above may still be allowed to stay subject to the following conditions:

- 1.2.1 That the original/current occupant shall forfeit his/her privilege to occupy the housing unit on the campus if he/she owns a housing unit within a 10-kilometer radius from the UPLB main gate;
- 1.2.2 That the original occupant and his/her spouse whether or not he/she is connected with UPLB, may continuously retain occupancy of the housing unit throughout their natural life after retirement provided that they actually use the unit as their residence and that they do not own a housing unit within the 10-kilometer radius from the UPLB main gate;
- 1.2.3 That, in accordance with existing agreements when so provided, the original or current occupant may transfer his/her privilege to occupy the housing unit on the campus to any qualified UPLB employee, and subject to the following provisions:
  - 1.2.3.1 The transfer of the occupancy privilege shall not be more than twice from the original occupant (i.e. original occupant to current occupant, and from current occupant to another);
  - 1.2.3.2 The assignee shall execute a new lease agreement with UPLB;

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- 1.2.3.3 The assignee shall continuously reside in the said housing unit for the duration of the new agreement provided that he/she continues to be officially connected with UPLB; and
- 1.2.3.4 Neither the assignee nor his/her spouse shall own a housing unit within a 15-kilometer radius from the UPLB main gate.

Violation of any of the above conditions by the assignee shall be a ground for the termination of the lease agreement/contract.

- 1.2.4 That if the occupancy privilege shall be assigned, the University shall reimburse the original occupant/assignor the cost of constructing the housing unit. An appraisal committee created by the Chancellor composed of the representative of the UPLB, the occupant or his/her representative, and a third party whom the occupant and the UPLB representative may select or accept, shall appraise and determine the fair value of the unit based on the acquisition/construction cost and the costs of necessary and useful improvements. The provisions of the Civil Code regarding necessary, useful and luxurious improvements shall be observed. The University shall be given the right of first refusal using the reimbursement scheme. However, if the University waives this right of first refusal, it shall recommend three (3) names of qualified assignees from interested UPLB personnel from whom the occupant may choose. In no case shall the price be higher than the appraised value as determined by the aforementioned appraisal committee, unless the purchase price shall be paid on installment basis, in which case an amount equivalent to the prevailing legal rate of interest shall be added to the purchase price.
- 1.2.5 That the area of the lot where the housing unit is located shall not be more than ONE THOUSAND (1,000) square meters.
- 1.2.6 That any permanent improvement on the land in addition to the original house shall become the property of the UPLB without any obligation of reimbursing the occupant for his/her expenses. The occupant shall not remove or destroy the permanent improvement at any time during his/her occupancy and thereafter.

## ARTICLE 2. IMPLEMENTING RULES AND REGULATIONS

Section 2.1. Occupancy fees and other charges. Rental for land use shall be at P10.00 per square meter per annum payable in twelve (12) equal monthly installments to the UPLB Cashier's Office. The payments shall be made within the first week of each month of the year. Payment of land use rentals, utilities (electricity and water, and garbage collection) shall be deducted from the salaries of the beneficiaries. For retirees, payments shall be made monthly to the Cashier's Office. For failure to pay the rentals and other charges on due date, a twenty (20) percent surcharge shall be imposed for every month of delay. Failure to pay these bills 60 days after due date shall be sufficient cause for termination of such services.

Section 2.2. Adjustment of rental rates and other charges. The University shall adjust the rental rates and other charges consistent

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with the existing laws. Adjustment of rental rates and other charges shall take effect thirty (30) days after formal notice is given.

Section 2.3. Termination of lease of land. The contract executed between the original occupant and the University shall be deemed extinguished upon transfer of right of occupancy of the house. The current occupant shall execute a new agreement with the University with effective date being 1988 or the date of occupancy, whichever came later, for a term of lease not exceeding 25 years, subject to renewal not to exceed ten (10) years upon mutual consent of the parties. The foregoing notwithstanding, the University reserves the right to terminate the contract of lease sixty (60) days after the issuance of a written notice without the necessity of any court action at any time prior to the expiration thereof when the University shall deem it necessary to use the land for development, for failure to comply with original/current occupant's duties and obligations, or for any serious violation of the terms and conditions of the agreement and/or the provisions of the revised Private Housing Policies, Rules and Regulations.

Should the occupant die before the expiration of the contract, his/her compulsory heir, if any, who is a qualified UPLB employee may take over the unexpired portion of the contract. Otherwise it shall be disposed of in the manner provided for in Chapter V, Article 1, Section 1.2.4, after a grace period of five (5) years from date of death of the occupant.

Should the unit be totally destroyed by fortuitous event, the University shall be relieved from paying any compensation to the occupant. The occupant shall not be allowed to reconstruct his/her house, but may be given accommodation without the necessity of competition in the first unit that becomes available under his/her category (academic or administrative personnel) in the UPLB Staff Housing area, provided that the occupant is still connected with the University at the time of the fortuitous event. Such accommodation shall be governed by Chapter I of these rules and regulations.

Section 2.4. Utilities. Original/current occupant of a private housing unit using the services and/or facilities of UPLB shall be required to purchase and install their own water and electric meters subject to the inspection by the Physical Plant Maintenance and Services Office. Sixty (60) days after the approval of these rules, services to occupants without water and/or electric meters shall be discontinued.

Section 2.5. Expansion, alteration and/or improvements. Expansion in the floor area of the housing unit shall not be allowed. Any alteration and/or improvement in the housing unit other than ordinary repairs shall be done only after prior approval of the University.

Section 2.6. Use and care of housing unit and its premises. The housing unit and its premises shall be used exclusively for private residence of the original/current occupant and his/her legal dependents subject to the following conditions:

2.6.1 The use of the housing unit and premises for commercial or business purposes shall not be allowed. Commercial or business

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purpose shall refer to a gainful income generating activity derived from the use of the housing unit and its premises.

- 2.6.2 The premises (lawns, ditches, gutters, etc.) shall be kept clean, orderly and presentable at all times by the occupant.
- 2.6.3 Installation of electrical and plumbing connections shall be made only with prior approval of the UHO and the Physical Plant Maintenance and Services Office;
- 2.6.4 Growing of edible crops and other plants, and undertaking landscaping activities in the occupied house premises maybe allowed, provided that these activities will be limited to the actual area specified in the contract. Plants shall be considered as permanent improvements on the land as defined in Chapter V, Article 1, Section 1.2.6. As such, the same cannot be removed upon termination of the agreement. The use of hazardous chemicals for plant care and burning of plant debris and residues in the premises that will produce a fire hazard situation are prohibited.
- 2.6.5 Raising of livestock and poultry, such as swine, chicken, goat, etc. is strictly prohibited in the premises. Keeping snakes as pets is likewise prohibited.

Section 2.7. Keeping of domestic animals. The provisions of Municipal Ordinance No. 2005-458 and the Program for Responsible Pet Ownership, as provided by Memorandum No, 149, Series of 2006, shall be observed. Any violation thereof shall be considered a breach of contract.

Section 2.8. Observance of peace and order. The provisions of Chapter IV, Article 14 shall be observed.

Section 2.9. Sublease. If the original/current occupant shall take his/her leave of absence from the University, he/she may sublease his/her housing unit only to UPLB personnel subject to existing rules and regulations pertaining to staff housing. Occupants will no longer be allowed to accept roomers because this activity is commercial in nature, and is inconsistent with Chapter V, Article 2, Section 2.6.1.

Section 2.10. Visitorial power. The Chancellor or his/her duly authorized representatives upon prior notice may conduct periodic inspection of the housing unit and its premises in the presence of the original/current occupant or his/her representative for proper enforcement of these rules and regulations.

Section 2.11. Sanctions. The lease contract may be pre-terminated on the following grounds:

- 2.11.1 Failure to abide by the rules and regulations of the University and Staff Housing Rules and Regulations;
- 2.11.2 Ownership of a house within a 10-km radius from the main gate of the UPLB campus;
- 2.11.3 Failure to secure the approval of the Chancellor or his/her authorized representative before conducting any alteration or improvement of the housing unit;

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- 2.11.4 Commission of other acts inimical to the intent of the University;
- 2.11.5 Using the housing unit for commercial purposes;
- 2.11.6 Failure to abide by the provisions of Memorandum No. 072, Series of 2006 on the Program for Responsible Pet Ownership;
- 2.11.7 The University has the option to order the demolition of all unauthorized alteration, expansion or improvement of the housing unit. At his/her own expense, the occupant shall comply with the demolition order within fifteen (15) days from receipt. Upon the occupant's failure, the University shall demolish the unauthorized alteration, expansion or improvement. All expenses of the University for the demolition shall be to the occupant's account.
- 2.11.8 In case of court litigations arising from breach of the terms of the agreement on the part of the occupant, the University shall be entitled to collect litigation damages and other litigation expenses and shall be under the jurisdiction of the Municipal Trial Court of Los Baños or Regional Trial Court of Laguna.

CHAPTER VI. HOUSING UNITS OF ALLIED AGENCIES

ARTICLE 1. OBJECTIVES

Section 1.1 The University of the Philippines Los Baños, upon the request of allied Agencies, may provide land for temporary housing of their constituents located on lands under the jurisdiction of the University.

Section 1.2 The University shall ensure that the housing facilities are used by the Agencies in accordance with their primary purpose and in compliance with their agreement with the University. These housing facilities shall not be used for profit; and

Section 1.3 The University shall promote cooperation between and among its housing beneficiaries and the Agencies' housing occupants to ensure a peaceful and clean UPLB community.

ARTICLE 2. IMPLEMENTING RULES AND REGULATIONS

Section 2.1. Land use rental for housing units of allied Agencies. Unless covered by their primary agreements with the University, the Agencies shall collect land use rental from their housing occupants in the amount of P10 per square meter per year. The University may adjust this fee from time to time. The Agencies shall remit these fees to the UPLB Housing Office in at most two (2) equal installments, to be paid not later than January 31 and/or July 31 of each year.

Section 2.2. Qualifications of occupants. The agencies can use their own criteria in evaluating applicants and awarding their housing units, **provided that only** the following can be allowed to stay in the housing units of these agencies: employees and their legal dependents; scholars and their legal dependents; visiting scientists and their legal

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dependents; and official guests. The housing unit shall only be occupied by the number of occupants allowed by these rules, the qualifications of which are provided in Chapter IV, Article 11, Section 11.5.

Section 2.3. Inventory of housing units and occupants. The Agencies shall submit to the UPLB Housing Office the following under oath:

2.3.1 Inventory and pictures of the Agencies' housing units, to indicate lot area, floor area, number of rooms, number of toilet and bath, and if with garage (electronic and printed copies, one-time submission upon implementation of these rules and regulations); and

2.3.2 Inventory of housing occupants (names and pictures) not later than January 31 of each year.

Section 2.4. Alteration and/or improvement. Any alteration and/or improvement to be made on the housing units of allied Agencies shall be done only after prior written approval of the Chancellor or his/her authorized representative. Any form of expansion is not allowed.

Section 2.5. Use and care of housing units and their premises. The agencies concerned shall be responsible for ensuring that their housing units are properly maintained. The housing units and their premises shall be used exclusively as regular residences of their beneficiaries and their legal dependents, and their official guests, subject to the provisions of Chapter IV, Article 10.

Section 2.6. Responsible Pet Ownership. The provisions of Municipal Ordinance No. 2005-458 and the Program for Responsible Pet Ownership, as provided by Memorandum No. 149, Series of 2006, shall be observed. A notice will be issued to the offending party, through the Agency concerned.

Section 2.7. Observance of peace and order. The provisions of Chapter IV, Article 14 shall be observed.

Section 2.8. Harmonious relationships. Any fight or disturbance of the peace shall be avoided. The University shall issue a written warning for the first offense, copy furnished to the Agency concerned. For the second offense, the occupant shall lose his/her privilege to remain in the housing unit. The Agency is duty-bound to initiate the eviction process of the occupant within 15 days after the notice for the second offense has been issued. Failure of the Agency to evict the occupant within three months after the initiation of the eviction proceedings shall be considered a breach of the Agency's primary MOA with the University.

Section 2.9. Leasing of housing units to non-employees. To maintain the integrity of the UPLB community and the purpose of providing housing facilities, the Agencies cannot lease their housing units to non-employees, non-scholars and/or other entities who are not officially connected to the Agencies.

2.9.1 Inter-agency leasing of housing units may be allowed subject to the housing rules and regulations of the University. All vacancies shall be reported to the UHO within seven (7) days of

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vacancy. The UHO shall then notify all allied Agencies about these vacancies.

2.9.2 The Chancellor shall inform the Board of Trustees, Governing Board or its equivalent about any violation of these rules for the proper sanction against the officer/employee who causes such violation.

Section 2.10. Tenure of occupancy. The Agencies can set their own rules regarding tenure of occupancy. However, they should not allow retired and resigned employees to continue occupying the housing units.

Section 2.11. Visitorial power. For the proper enforcement of the foregoing rules, the University or its duly authorized representative, together with representatives of the other agencies, shall conduct a periodic inspection of the housing unit and its premises in the presence of the beneficiary or his/her representative. The University shall require the Agency to demolish any structure that the University finds to be unfit for occupancy.

2.11.1 In case of violation of Section 2.9 above, the Agency shall cause the immediate ejection of the unauthorized occupant.

2.11.2 The Chancellor shall inform the Board of Trustees, Governing Board or its equivalent for failure of the Agency to enforce Section 2.11.1 for the proper sanction of the officer/employee who refuses to abide by this rule.

Section 2.12. Administrative fee. Unless provided by their primary MOA with the University, the University shall require the Agencies to pay an annual administrative fee in the amount of P500/housing unit/year or its equivalent to the UPLB Housing Office. The total amount of administrative fee shall be based on the number of housing units and shall be paid not later than January 31 of every year. This shall be used for administrative expenses such as inspections, visits, responsible pet ownership program, and similar activities.

Section 2.13. Amendments, alteration and/or changes. The University reserves the right to make reasonable amendment, alteration, or change of the whole or any part of the above rules and regulations which shall be binding to the agencies' housing beneficiaries thirty (30) days after receipt of notice by the Agency concerned. The Agency shall be responsible for notifying the occupants of its housing units.

Section 2.14. Notice. A beneficiary who violates any of the foregoing rules and regulations shall be issued a notice through the Agency concerned. The Agency will then ensure the enforcement of the sanctions.

Section 2.15. Sanctions. These rules and regulations shall be enforced by the Agencies. The University shall notify the Agency of any violation committed by its beneficiaries.

2.15.1 Any violation of these rules and regulations shall be subject to the following sanctions:

2.15.1.1 First offense: Written warning by the Agency concerned to the offending party, copy furnished the UHO;

2.15.1.2 Second offense: Reprimand of the offending party by the Agency concerned, copy furnished to the UHO; and

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- 2.15.1.3 Third offense: Pre-termination of lease agreement and eviction from the housing unit.
- 2.15.2 Failure of the Agency to enforce these rules and regulations shall be a cause for termination of its primary MOA with the University.
- 2.15.3 The Agencies shall report to the University, through the UHO, all violations of these rules and the corresponding action taken.

Section 2.16. Regular Assessment. The University, through the UHO, shall conduct a yearly assessment meeting with the Agencies.

#### CHAPTER VII. THE UPLB HOUSING OFFICE

ARTICLE 1. The UPLB Housing Office shall implement these policies, rules and regulations.

ARTICLE 2. The UPLB Housing Office shall recommend to the Chancellor the issuance of rules, regulations and other issuances to implement these policies, rules and regulations.

ARTICLE 3. The UPLB Housing Office shall recommend any amendment to these policies, rules and regulations.

#### CHAPTER VIII. AMENDMENTS AND EFFECTIVITY

##### ARTICLE 1. AMENDMENTS

The University reserves the right to make reasonable amendment, alteration, or change of the whole or any part of the above rules and regulations which shall be binding to the staff of the University and allied agencies, and occupants of private housing units on University land upon a month's notice.

##### ARTICLE 2. EFFECTIVITY

Section 2.1 For the University, these rules and regulations shall take effect immediately and shall supersede all existing UPLB housing rules and regulations.

Section 2.2 For private housing occupants and allied Agencies, these rules and regulations shall take effect fifteen (15) days from receipt of notice by private housing occupant or agency head.

Section 2.3 These rules and regulations, including subsequent amendments, shall form part of all occupancy agreements for the use of UPLB land and housing units without need of express reference thereto.

  
(SGD) **LUIS REY I. VELASCO**  
Chancellor