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**GREATER MARBLE HALL MUNICIPALITY
INSTRUCTIONS TO MANAGERS**

EXTRACTS FROM THE MINUTES OF THE 2ND COUNCIL MEETING OF THE GREATER MARBLE HALL MUNICIPALITY HELD ON THURSDAY THE 26TH NOVEMBER 2009

FILES: 5/4/1 [07/04/10]
Original of this document on file: 5/4/1 [07/04/10]

FINALISATION BY:

Municipal Manager
Referred to *Corporate Services* **by Municipal Manager**

C2/04/2009 MUNICIPAL HOUSING POLICY 5/4/1 [07/04/10]

RESOLVED

- 1 That the Council takes note of the report.
- 2 That the Draft Municipal Housing policy be approved.
- 3 That the Municipal Manager, in consultation with the Acting Unit Manager for Corporate Services, implements the decision accordingly.

.....
**S. R MONAKEDI
MUNICIPAL MANAGER**

1 December 2009

REGISTRATION OFFICE

Official responsible for the circulation of this document (Please print): Oupa Aphane

.....
Signature

02/12/2009
.....
Date received

GREATER MARBLE HALL MUNICIPALITY
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EPHRAIM MOGALE LOCAL MUNICIPALITY



ALLOCATION OF MUNICIPAL HOUSING POLICY

DOCUMENT APPROVAL

Responsible Person:	Name	Signature	Date
	S.R. MONAKEDI		02/12/2009

Date of Last Review:

26TH NOVEMBER 2009

PREAMBLE:

- The Council accepts as a fact that from time to time there will be a need to provide housing for its employees on a rental basis.

1. OBJECTIVES OF THE POLICY

- To ensure consistency and efficiency in the allocation of available houses to employees of the Municipality.
- To provide conditions under which the Municipality may lease or alienate official houses belonging to the Municipality.

2. APPLICATION OF THE POLICY

This policy applies only to all full time appointed employees of the Municipality.

3. LEASING OF OFFICIAL HOUSING

- 3.1 ~~As soon as an official house becomes available for leasing, the Unit Manager: Corporate Services shall make a request to the Technical Department's Building Inspectorate Division to inspect the house with the purpose of determining any damages to the house, which shall be fixed by the Municipality, after a report has been forwarded to the Municipal Manager who shall approve the fixing of the house.~~
- 3.2 After the fixing of the house has been done, the Unit Manager: Corporate Services shall advertise internally, by way of notices on the notice boards of the Municipality, that a housing unit is available.
- 3.3. The Municipal Housing Committee constituted by head of departments and chaired by the Unit Manager: Corporate Services shall consider all applications received, and then allocate the property to the most deserving applicant, taking into consideration the following:
- type of work that the applicant is doing.
 - does the work require overtime, standby or any other specific condition.
- 3.4 After the property has been allocated to the successful applicant, the Municipal Manager shall, on behalf of the Municipality, enter into a lease agreement with the applicant as per attached **ANNEXURE A** of the policy.

- 3.5 The Unit Manager: Technical Services, through the building inspectorate in his/her department, shall be responsible for the control of the house in terms of the lease agreement as per attached **ANNEXURE A**.
- 3.6 The Council reserve the right to exchange the allocation of the houses upon giving a reasonable period of 90 days based on a greater need for the utilization of the house by the Municipality. Provided that such exchanged allocation of the house shall not be less favourable than the original allocated house.
- 3.7 The Council further reserve the right to withdraw the allocation of a house upon giving a reasonable period of 90 days as a result of a greater need that have arouse for the utilization of the house by the Municipality.

4. SELLING OF OFFICIAL HOUSES

- 4.1 When an official house is vacant and no application has been received, the Municipality may resolve to sell the house.
- 4.2 As soon as the decision to sell an official house is been taken, the Chief Finance Officer shall appoint an evaluator to determine the market value of the house, which value shall be deemed to be the price of that property.
- 4.3 An official house to be sold in terms of (4.1) above shall be sold by way of sealed tenders to officials of the Municipality, and if no officials are interested then by way of tendering to members of the public, taking into account the Municipality's Supply Chain Policy.
- 4.4 After the value of the house has been determined, the Unit Manager: Corporate Services shall advertise internally and/or externally as the case may be, that a housing unit is available for selling.
- 4.5 When selling the official housing unit, the Municipal Manager shall, on behalf of the Municipality, enter into a Deed of Sale Agreement with the purchaser on documents drawn by the Municipal Attorneys.
- 4.6 The cost for the transfer and all other related cost in respect of the property shall be borne by the purchaser.
- 4.7 The affected property shall accordingly be taken out of the Municipality's asset register.

5. TRANSITIONAL ARRANGEMENTS

All the existing prior agreements and arrangements with regard to official housing in the Ephraim Mogale Local Municipal area shall remain in force until they are terminated by any of the parties.

6. REPEAL OF PREVIOUS POLICIES

All previous policy documents which were approved by the Ephraim Mogale Local Municipality, or any of its predecessors, with regard to official housing within Ephraim Mogale Local Municipal area shall from the date this policy comes into effect be repealed.

7. EFFECTIVE DATE

This policy comes into effect on the day following the date of approval thereof by the Ephraim Mogale Local Municipal Council.

ANNEXURE A

LEASE AGREEMENT FOR MUNICIPAL HOUSING

1. PARTIES

1.1 EPHRAIM MOGALE LOCAL MUNICIPALITY

Herein represented by _____ in his
capacity as _____, duly authorized
thereto by a resolution of the Ephraim Mogale Local Municipal Council
dated _____.

Hereinafter referred to as the **(LESSOR)**

AND

1.2 Mr/Ms _____

in his/her capacity as a full time appointed employee of the Ephraim
Mogale Local Municipality.

Hereinafter referred to as the **(LESSEE)**

2. PROPERTY

The **LESSOR** leases a property situated at:

Both parties hereby confirm that the exact location of the property is known to
them.

3. DURATION

The lease agreement shall commence on the date of signature and continue for the
period of not more than SIX (06) YEARS with the **LESSEE** having a right to re-
apply for the house or until the **LESSEE** ceases to be a full time employee of

Ephraim Mogale Local Municipality or when any of the parties terminates the agreement with THREE (03) MONTHS written notice to the other in advance which shall be deemed to be a reasonable period.

4. **RENTAL**

The rental payable by the lessee under this lease shall be the sum of SIX (6) PER CENT of his/her gross salary per month and shall be deducted by the employer directly from his/her salary every month. The LESSOR is not obliged to submit an account for rental or for any other obligations to the LESSEE, and the LESSEE shall be responsible for all payments due with or without a written demand.

The rental is exclusive of services and other costs which remain the responsibility of the LESSEE.

5. **CANCELLATION OF AGREEMENT**

In the event of the LESSEE failing to pay for the rental or for any service rendered according to the tariffs set by the LESSOR on due date, or fails to comply with any of the conditions contained herein, the LESSOR or his/her agent will be entitled to summarily cancel this agreement and retrieve the said property. In such an event the LESSEE shall be liable for all related costs.

6. **WATER, ELECTRICITY, TAXES AND ALL OTHER SERVICES**

The LESSEE shall be responsible for the payment for water and electricity charges, basic charges and other services and levies charged on the property.

7. **MAINTENANCE AND REPAIRS**

The LESSOR undertakes to maintain and repair the houses at a need basis or at any determined interval at own expense.

8. **CONDITION OF BUILDINGS**

The LESSEE hereby acknowledges that the buildings, both the exterior and interior, and all windows, locks, latches, door-handles, other fittings, and all electrical and other installations, both exterior and interior, are in working order and condition, that each lock has its requisite key and that it has been delivered to him/her.

The LESSEE, immediately upon taking occupation of the dwelling, shall notify the LESSOR in writing of any defects therein, and of any defect in or relating to any window, lock latch, door-handle or other fittings and to electrical or other installations within THREE (03) WEEKS of occupation. Should the LESSEE fail to notify the LESSOR as aforesaid, he/she shall be deemed to have acknowledged that no such defects exist.

9. LIMITATION OF LESSOR'S LIABILITY

The **LESSOR** shall not be liable to the **LESSEE** in respect of any loss or damages, whether to a person or to property, caused by any defect in the dwelling, which came into existence during the existence of this lease.

10. GARDEN AND GROUNDS

The **LESSEE** shall at his/her expense keep the grounds of the dwelling in a neat and tidy condition, and free from weeds, and shall not cut down any tree, hedge or shrub except by way of normal pruning, except with the written permission of the **LESSOR**.

11. CONDUCT OF LESSEE

The **LESSEE** shall not contravene, or permit any contravention of any law, by-law, regulation or direction of the **LESSOR** or of any of his/her agents or competent authority, relating to or affecting the dwelling or the conditions of title under which the said immovable property is owned by the **LESSOR**, the nature of which conditions the **LESSEE** hereby acknowledges to be fully acquainted with.

12. INSURANCE AND SECURITY

12.1. The **LESSEE** shall not:

12.1.1. Use or store, or allow to be used or stored, on or within the dwelling any liquid or other article of a dangerous or inflammable nature which may endanger the dwelling;

12.1.2 Do anything which may, or may be calculated to increase the rate of any insurance presently held by the **LESSOR** in respect of the dwelling, or invalidate or otherwise endanger any such insurance. The **LESSEE** hereby acknowledges that he/she is aware of the contents of the policy providing for the said insurance.

12.2 The **LESSEE** shall, on demand, indemnify the **LESSOR** against any expense, loss or damage sustained by the **LESSEE** as a consequence of a failure by the **LESSEE** to comply with any of the provisions of sub-clause 12.1 of this agreement.

12.3 The **LESSEE** shall:

12.3.1 Indemnify the **LESSOR** against any loss or damage sustained to furniture and equipment of the **LESSEE** on the premises due to whatever cause.

12.3.2 Provide security by way of guards, alarm systems or any other means as agreed by both parties in writing to protect the premises.

13. **IMPROVEMENTS**

The LESSEE shall not make any alterations or additions to the exterior or interior of the dwelling, whether structural or otherwise without the prior written consent of the LESSOR. Any such alterations or additions to the structures of which the LESSOR has consented shall be made by the LESSEE at his/her expense, shall be properly made and with sound material, shall not be removed at the termination of this lease (save with the LESSOR's written consent), and shall become the property of the LESSOR who shall pay the LESSEE compensation therefore, limited to the cost of the LESSEE in respect thereof.

14. **LESSOR'S RIGHT OF INSPECTION**

14.1 The LESSOR shall be entitled:

14.1.1 At all reasonable times, and at his determined time, in the company of an architect, quantity surveyor, building inspector or workman, to inspect the dwelling, both exterior and interior;

14.1.2 To introduce any workman on to the said immovable property and/or within the dwelling, for the purpose of the execution of any work, the performance of which is necessitated by any obligation imposed upon, or right granted to the LESSOR by this lease, or subject to the terms of this lease, by the common law.

15. **SUB-LETTING, CESSION AND ASSIGNMENT**

The LESSEE shall not be entitled to cede or assign this lease or sub-let the dwelling or part thereof, permit any other person except for members of his/her family or colleagues of his/her choice to use or occupy the dwelling or any portion thereof.

The LESSEE shall not do any form of business on the property without the written consent of the LESSOR, a consent which shall not be unreasonably denied.

16. **WHOLE AGREEMENT**

This agreement embraces the whole agreement between the parties. No amendments to this agreement shall bind any of the parties unless it is reduced to writing and signed for by both parties.

Thus done and signed for and on behalf of the **LESSOR** at Marble Hall on this
.....day of20__ before the undersigned witnesses.

WITNESSES

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2

.....
FOR LESSOR

~~This done and signed for and on behalf of the **LESSEE** at Marble Hall on this
.....day of20__ before the
undersigned witnesses.~~

WITNESSES

1

2

.....
FOR THE LESSEE