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# Stellenbosch University Guidelines for Off-campus Private Student Housing Accreditation 2025

Private Accommodation Office, Centre for Student Accommodation, Registrar's Division 4 February 2025 (updated)

#### 1. INTRODUCTION AND CONTEXT

#### **IMPORTANT NOTICE**

In a Circular Notice (No. 8 of 2023) on the 2023 CLOSURE AND 2024 PREPARATION, NSFAS communicated the following with all universities:

"NSFAS has embarked on the process of taking over full control of the accommodation of all NSFAS funded students in institutions of Higher learning across the country. The process is aimed at addressing over 500 000 shortages of beds across the country and seeks to resolve the safety concerns currently prevalent in private accommodation provision.

NSFAS understands that Universities have their own accreditation and lease arrangements in place for the 2024 academic year. NSFAS appreciates that the accreditation process must be concluded as soon as possible. NSFAS will conduct urgent consultations with USAF and SAUS on our proposal on how Universities should collaborate with NSFAS in a manner that accepts the vast expertise at the institutions on accommodation provision. This will imply, amongst others, a phased approach to NSFAS involvement in accommodation".

Stellenbosch University will continue with the accreditation process until further notice from NSFAS. The guidelines are therefore subject to change.

- 1.1 Accreditation (in the context of this document) is the regulation and approval of off-campus privately owned student housing ("**off-campus private housing**") at South African Universities according to the regulation of the *Policy on the Minimum Norms and Standards for Student Housing at Public Universities* of September 2015 (the "**Policy**").
- 1.2 The Policy stipulates that universities should rate and differentiate off-campus private housing according to standards set by each university, and that off-campus private housing providers ("**landlords**") shall establish clear and comprehensive standard lease agreements after consultation with relevant University officials and student representatives.
- 1.3 In addition, *Guidelines for the Department of Higher Education and Training Bursary Scheme for Students at Public Universities* (2019 and 2021) indicated that students living in private leased accommodation can only qualify for an accommodation allowance if they are accommodated in university accredited accommodation.

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- 1.4 The purpose of this document is to provide the necessary guidelines for Stellenbosch University ("**SU**") accreditation. Landlords within proximity of any SU campus can apply to join the accreditation scheme for student housing.
- 1.5 Accreditations are done by SU's **Private Accommodation Office ("PAO")** within the Centre for Applications, Student Accommodation, and Client Services. The Centre forms part of the services of the Registrar's Division.
- 1.6 The National Student Financial Aid Scheme ("**NSFAS**") provides funding for students who meet certain criteria and are studying at public universities.
- 1.7 The **Minimum Norms and Standards** are used as the guiding principles for accreditation of private accommodation at Stellenbosch University (SU). It is, however, important to keep in mind that SU is situated in a medium-sized town and the student community is part of the town. SU is dependent on the local community to provide adequate private accommodation and support to students. The profile of the majority of off-campus privately owned student housing providers includes flats, student houses and single dwelling
- 1.8 In addition, the annual **NSFAS Eligibility Criteria and Conditions for Financial Aid** is also used as part of the guiding principles.
- 1.9 It is important to note that the stipulations in this document are subject to change without notice based on any changes to the NSFAS Eligibility Criteria and Conditions for Financial Aid, and or the Minimum Norms and Standards. It is your responsibility to keep up to date with the latest version of the guidelines, as published on our website.

## 2. NSFAS ACCOMMODATION ALLOWANCE

- 2.1 The NSFAS accommodation cap is confirmed by NSFAS annually. For 2024 NSFAS cap was **R50,000.00<sup>1</sup>** for accommodation, excluding the meal allowance.
- 2.2 **No deposits** or any other costs (e.g. administration cost, wifi or transport) are covered by this NSFAS accommodation allowance.
- 2.3 At SU, many rooms in residences, as well as private NSFAS-accredited accommodation, will cost more than the capped amount per year. In this regard, there are two broad categories:
  - Accreditation within the prescribed cap: The bed tariff meets the NSFAS accommodation allowance cap. The rental charged per student should include Wi-Fi and, as far as possible, water and electricity. No upfront deposit or admin fees are required upon proof of NSFAS funding.
  - Accreditation exceeding the prescribed cap: NSFAS students will be responsible for the amount that exceeds the NSFAS allowance cap and all other expenses that are not included in the rent, e.g Wi-Fi, deposit, parking, etc.
- 2.4 The student will be responsible for any amount that exceeds the capped amount from NSFAS.
- 2.5 The full accommodation allowance is paid in ten (10) instalments (February to November) for the Stellenbosch campus; and eleven (11) instalments (January to

<sup>&</sup>lt;sup>1</sup> Please note that Stellenbosch campus is defined as a non-metro area. In 2024 a concession was made by NSFAS to allow Stellenbosch campus students to qualify for the metro cap accommodation allowance. Confirmation if this concession will be applicable in 2025 has not yet been confirmed.

November) for the Tygerberg campus, per year to the student.

- 2.6 The students are responsible for paying landlords on time.
- 2.7 Students must provide proof of a valid written lease agreement with landlords before they can receive their accommodation allowances.
- 2.8 SU reserves the right to request any further documents to verify the validity of such lease agreements.
- 2.9 In cases where more than eight (8) beds are provided to NSFAS students in single private accommodation, direct monthly payments to private accredited landlords for NSFAS students can be made. The student needs to indicate direct payment to the landlord on the SunStudent system when uploading their lease agreement. Notwithstanding any consent provided, SU is not obliged to make any direct payments to landlords if the student has not consented to direct payment on the SunStudent system.

# 3. ROLES AND RESPONSIBILITIES

# 3.1 **Responsibilities of students, including bursary recipients**

- 3.1.1 The parties to the **lease agreement are the student and the landlord**. SU is not a party to the lease agreement and will therefore not intervene in matters and/or disputes pertaining to the lease agreement between the student and the landlord.
- 3.1.2 It remains the responsibility of the student to **ensure that they understand the content of the lease agreement they conclude**, including but not limited to the cost of accommodation, the parties' respective obligations in terms thereof, cancellation and breach of the lease agreement by either the student and or the landlord.
- 3.1.3 The PAO does not assign/place any students in any private accommodation. It remains the prerogative of the student to choose suitable off-campus private housing.
- 3.1.4 The landlord must provide their own accommodation rules as part of the lease agreement which a student must follow. It is the responsibility of the student to abide by these rules.
- 3.1.5 Should a student still be interested in residence space after securing private accommodation for the academic year, it remains the student's responsibility to comply with the stipulations of the lease agreement, specifically pertaining to the provisions in the agreement dealing with cancellation and or termination of the agreement.

# 3.1.6 Bursary recipients:

- a. All NSFAS funded students must ensure that they reside in private accommodations that are accredited by the PAO. The list of accredited providers is published on the private accredited accommodation website on <u>www.maties.com</u>.
- b. Students are required to submit all the required documents, including a copy of **a valid** lease agreement, signed by both parties and accept the bursary on SUNStudent in a timeous manner to avoid any delays in payments of the monthly allowance.
- c. **No changes in accommodation** are permitted once NSFAS funded students have confirmed their living arrangements on SunStudent.

- d. Students must inform the Centre for Undergraduate Bursaries and Loans Office ("**CUBL**") if they cancel the lease agreement, at the same time that they notify the landlord. In this regard, students need to take note of the provisions relating to cancellation in the lease agreement. After confirmation of cancellation, the payments for that accommodation will stop.
- e. The student remains liable for payments that exceeds the NSFAS capped allowance.
- f. It is the student's responsibility to communicate their bursary status with the landlord.
- g. If the landlord and the student in an off-campus private housing lease agreement agreed to **direct payment of the student's monthly rental by CUBL to the landlord**, the student must select the option for "direct payment" when capturing the living arrangements on SunStudent. The student will not be able to change the status without written motivation.
- h. It remains the students' responsibility to pay the landlord on time. If an accommodation allowance was paid to a NSFAS student and the rent is not paid from the money received, accommodation allowance payment to the student will be terminated when the landlord issues notice of cancellation of the lease agreement or students are evicted, in accordance with the lease agreement between the student and the landlord.

#### 3.2 **Responsibilities of the CUBL**

- 3.2.1 CUBL communicates with students regarding their NSFAS-bursaries. It is the student's responsibility to communicate their bursary status with the landlord.
- 3.2.2 CUBL will communicate the bursary acceptance process as well as the living arrangements with students.
- 3.2.3 CUBL will communicate with students if documents are outstanding or incorrect and the accommodation allowance payments cannot be made.
- 3.2.4 CUBL is responsible for the financial administration of the accommodation allowance payments to the student or service provider by the specified dates, subject to para 3.2.5.
- 3.2.5 CUBL will make monthly accommodation allowance payments to students or directly to landlords, where applicable and where the student gave consent for CUBL to affect such payments. Notwithstanding any request and consent provided by students to effect direct payments to landlords, making direct payments to landlords lies within the sole discretion of SU.

## 3.3 **Responsibilities of Landlords**

- 3.3.1 The landlord must ensure that the off-campus private housing is accredited by the **PAO** before entering into any lease agreement with a bursary student.
- 3.3.2 The landlord must ensure that the prescribed online application for accreditation is completed and submitted to SU. The application is available on <u>www.maties.com</u> and can be accessed <u>here</u>.
- 3.3.3 It is the landlord's responsibility to provide true and accurate information in the application for accreditation to SU, including true and accurate photographs of the dwelling. SU reserves the right to revoke accreditation with immediate effect if the landlord provided inaccurate, misleading or false information regarding the dwelling.
- 3.3.4 The landlord will provide the student with a copy of the lease agreement, duly signed

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 sonke siya phambili
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by the student and the landlord, until such a time when NSFAS will enter an agreement with the service provider on behalf of the student.

- 3.3.5 It is the landlord and the student's responsibility to review the lease agreement together with any accommodation rules, to ensure that both parties understand the terms of the lease agreement that they conclude.
- 3.3.6 If the off-campus private accommodation offers eight (8) beds or more to NSFAS students, and therefor qualify for direct payment to the landlord, the student's consent is required on SunStudent, in order for CUBL to effect direct payments. As such, landlord can consider including a clause to this effect<sup>2</sup>.

"The LESSEE/STUDENT hereby agrees and consents that Stellenbosch University's Centre for Undergraduate Bursaries and Loans Office ("CUBL") that administers the LESSEE/STUDENT's bursary may:

- deduct the monthly rental payable by the LESSEE/STUDENT in terms of this lease agreement from the LESSEE/STUDENT'S bursary; and
- pay the LESSEE/STUDENT'S monthly rental directly to the LANDLORD, without any deduction or set-off, into the bank account nominated by the LANDLORD in writing."
- 3.3.7 The landlord is responsible to develop and implement their own accommodation rules to regulate and create a harmonious communal living at the off-campus private housing. It is recommended that the lease agreement incorporates the accommodation rules.
- 3.3.8 An accreditation of a property cannot be transferred to any other property, even if the properties are owned by the same service provider/landlord. All properties made available for off-campus private housing must be accredited individually by the PAO.
- 3.3.9 The PAO must be informed of any changes to the conditions and minimum standards of the accredited off-campus private housing and ownership of the property as soon as such changes occur. Failure to notify the PAO may lead to the accreditation by SU being revoked.
- 3.3.10 The landlord must ensure a standard of living in compliance with the *Guidelines for Off-campus Private Student Housing Accreditation* throughout the year. It remains the landlord's responsibility to ensure that the off-campus private housing always complies with the original agreed standards as set out in this guideline.
- 3.3.11 Landlords must ensure that they have the necessary mandate and authority in place (for example from a Body Corporate where the accommodation forms part of a sectional title scheme), that allows for the accommodation to be made available in off-campus private housing to students.
- 3.3.12 The landlord's off-campus private housing must comply with all municipal and statutory requirements for accommodation. Landlords must familiarize themselves with these requirements. SU is not responsible for any non-compliance by the Landlord.
- 3.3.13 Students' health, safety and environment are always a priority and can under no circumstances be compromised. The landlord must obtain and familiarise themselves with all legislative requirements pertaining to health and safety, to

<sup>&</sup>lt;sup>2</sup> Please note this does not constitute legal advice from SU. It is recommended that landlords obtain their own legal advice on the inclusion of any proposed clauses and the terms in the lease agreement that they conclude with students.

ensure compliance.

- 3.3.14 Emergency contact information of the landlord must be readily available and visible to students.
- 3.3.15 No private accommodation or private accredited accommodation may contain or use the name "Stellenbosch University" and/or "Stellenbosch University residence" in their listed dwelling. The landlord may indicate their Stellenbosch University accreditation status in accordance with prescribed wording provided by Stellenbosch University's authorised representatives. e.g. "Stellenbosch University private accredited accommodation".

#### 3.4 **Responsibility of the PAO**

- 3.4.1 The PAO will provide the guidelines for accreditation as well as the link to the applicable form for accreditation to be completed by the landlord.
- 3.4.2 The PAO will be responsible for the accreditation process as stipulated in par 5 and 6 of this document, and for communicating with the landlord in this regard.
- 3.4.3 The PAO will, as far as possible, monitor to ensure that the standards for accommodation as set out in this guideline is met by the landlord throughout the year, failing which, the PAO reserves the right to revoke the accreditation.
- 3.4.4 The PAO is responsible for listing the accredited accommodation on SU's website at <u>www.maties.com</u>, and the office will refer students to the relevant private accommodation options. In this regard:
  - 3.4.4.1 All personal information and related details about the landlord, as provided to the PAO, must be processed in a lawful, legitimate and responsible manner in terms of the Protection of Personal Information Act 4 of 2013 (**"POPI**");
  - 3.4.4.2 The landlord's personal information will be used, stored and processed by the PAO in order to verify information for purposes of the accreditation process of the accommodation.
  - 3.4.4.3 The landlord consents to the processing of their personal information by the PAO for purposes of the accreditation of the accommodation.
  - 3.4.4.4 The landlord declares, warrants and acknowledges that all information, including the personal information supplied, is provided voluntarily to the PAO, and is accurate and current. The landlord undertakes to correct and update such information to the PAO, when necessary.
  - 3.4.4.5 The landlord whose off-campus private housing has been accredited, consents to SU publishing the information on the <u>www.maties.com for</u> <u>private accommodation</u>.
- 3.4.5 Once applications for accreditation have been processed, PAO will provide CUBL with the list of off-campus private housing that has been accredited and will update accredited service providers on the SunStudent portal.
- 3.4.6 The PAO is not a party to the lease agreement concluded between the student and the landlord. The PAO will not intervene in matters or disputes pertaining to the lease agreement.
- 3.4.7 The PAO is also not responsible for non-payment of any accommodation fees by a student to the landlord.

#### 4. APPEALS AND COMPLAINTS

# 4.1 Revoking the accreditation or disqualification the application for accreditation approval

- 4.1.1 The PAO reserves the right to revoke the accreditation granted to a landlord, and may disqualify an application for accreditation for reasons, including but not limited to:
  - a. SU reserves the right to revoke accreditation with immediate effect if the landlord provided inaccurate, misleading or false information regarding the dwelling.
  - b. Students or landlords engaging in fraudulent activities pertaining to private accredited accommodation.
  - c. Not abiding by the standards set out in this document.

## 4.2 Appeals process

- 4.2.1 An applicant whose application for accreditation has been declined by the PAO, may appeal against the decision.
- 4.2.2 An applicant must lodge an appeal with the PAO within five (5) working days after receiving the PAO's decision and at the same time provide the PAO with written submissions which set out the grounds of appeal, accompanied by substantiating facts and documents. An appeal can be sent to <u>privateaccomm@sun.ac.za</u>.
- 4.2.3 The PAO concludes the appeal as soon as is practically possible and reasonable. The PAO reserves the right to uphold or reject the appeal. If the appeal is upheld, the outcome of the accreditation process can be subject to further conditions set by the PAO.
- 4.2.4 The decision of the PAO is final.

### 4.3 Complaints

- 4.3.1 If the PAO receives a complaint regarding the accreditation standards not being met by the landlord, the PAO reserves the right to re-evaluate the accredited accommodation to establish whether it still meets the requirements set in the guidelines.
- 4.3.2 If applicable, consent will be obtained from the student to inform the landlord of the complaint and/or from the landlord to inform the student.
- 4.3.3 Should the student agree, the complaint will be sent to the landlord for feedback and vice versa.
- 4.3.4 The PAO can only act on matters pertaining to the guidelines of accreditation.
- 4.3.5 If it is found that these requirements are not met, accreditation may be revoked.
- 4.3.6 The University, its management, agents and employees will not be responsible for any claims that students might have against a landlord/ service provider/ owner of the off-campus private housing.

## 4.4 Disclaimer

- 4.4.1 Students who enter into a lease agreement with landlords providing off-campus private housing do so in their personal capacity.
- 4.4.2 SU is not a party to any lease agreement entered into between the student and the landlord in respect of off-campus private housing. SU will not become involved in and does not accept liability for any issues arising out of the operation of the lease agreement between the student and the landlord, payment of rent, and/or disputes between the parties pertaining to the lease agreement and/or service delivery.

- 4.4.3 SU will not be involved in securing tenants and will not be held responsible for empty rooms or non-payment by students.
- 4.4.4 SU will not be involved in the collection of rentals, held responsible for any outstanding balances, damage to personal property and personal harm to students because of accreditation of the facility.
- 4.4.5 Accredited off-campus private housing will be evaluated and approved annually by SU.
- 4.4.6 Accreditation of off-campus private housing can be revoked if the standard drops below the prescribed minimum norms and standards and SU will not be responsible for any losses if accreditation is revoked.
- 4.4.7 All accredited off-campus private housing will receive priority marketing within the structures of SU and will be identified as preferred suppliers once all the on-campus beds are filled.
- 4.4.8 This University may amend this guideline from time to time.

#### 5. PROCESS AND PROCEDURE

- 5.1 Application for accreditation opens on 1st September of the preceding year and closes on 31 January of the following academic year. Applications submitted after the deadline may be dealt with by the PAO at its discretion.
- 5.2 Accreditation status must be renewed on an annual basis. Should the landlord fail to meet the requirements, the accommodations' accredited status will be revoked and any reference to such a landlord will be removed from the SU website.
- 5.3 Unless revoked, the accreditation status of a private accommodation shall be valid for the relevant academic year on which the accreditation was issued by the PAO.

#### <u>Step 1</u>:

Complete the online application form for accreditation of off-campus private housing.

# CLICK HERE FOR THE ONLINE APPLICATION

The following documentation should also be included:

- Proof of Ownership
- Zoning Certificate
- Approved building plans
- Occupancy Certificate
- Fire Compliance Certificate
- Electrical Certificate of Compliance
- Health, Safety & Emergency Readiness plan
- Pictures of the property; and
- Relevant mandates or authority (for example from a Body Corporate where the accommodation forms part of a sectional title scheme), that allows for the accommodation to be made available as off-campus private housing to students (if applicable)

#### SU will only consider applications in respect of which:

- (a) application forms have been completed in full;
- (b) all the required information has been provided;
- (c) all relevant documents and pictures have been furnished;
- (d) the time period for the validity of the documents has not expired.

**Step 2**: The PAO will confirm the submission of the completed application via email.

**<u>Step 3</u>**: Based on the completed application, **provisional accreditation** may be granted and listed on the SU website if the accommodation meets the guidelines as set out in this document.

The outcome of the application will be communicated by the Private Accommodation office to the landlord/agent in writing. Landlord/agent will receive the accreditation report within 3-5 working days after submitting a completed application

**<u>Step 4</u>**: The PAO will arrange a **site visit** with the landlord to verify the information on the accreditation application form.

**<u>Step 5</u>**: If all criteria and guidelines are met during the site visit, the PAO will confirm the accreditation and provide the accreditation report in writing to the landlord/agent within 5 working days.

In cases where some matters might be outstanding, the accreditation will be pending. Accreditation will be granted as soon as the pending matter has been resolved.

#### 6. CRITERIA FOR ACCREDITATION

#### Number of beds

 Accreditation is applicable to any number of beds within one facility that meets the set accreditation criteria.

#### **Distance and transport**

- Dwelling should be situated in Stellenbosch or, in the case of Tygerberg campus, in the surrounding area. For Stellenbosch the accommodation should be within a 3 km walking distance from the Stellenbosch campus and for Tygerberg not exceed 5km from the Tygerberg campus.
- The Stellenbosch campus has a on campus shuttle service from 7:00 to 17:30 Monday to Friday. The campus also provides transport (shuttle) to all private accommodation students that are 5 km from campus at regular intervals from 18:00 to 02:00 Monday to Sunday.
- If accommodation exceeds 3 km for the Stellenbosch campus or 5km for the Tygerberg campus, NSFAS accreditation requires that the landlord should provide reliable transport running between the off-campus private housing and the relevant campus at regular intervals from 06:00 to 22:00.
- If students have their own transport, no provision for transport will be required.
- Where transport is provided, the accommodation should, as a rule, not exceed 20 km distance from campus.

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#### Facilities

- Student double rooms (2 beds per room) should be no smaller than 14m<sup>2</sup>, and a single room (1 bed per room) should be a minimum of 8m<sup>2</sup>.
- Rooms should be lockable.
- Rooms should be furnished with at least:
  - ✓ lockable closets;
  - ✓ a single bed steel or wooden frames including mattress/sponge;
  - ✓ a study desk;
  - ✓ a chair; and
  - ✓ a bookshelf.
- A double room should be furnished with two of the above-listed.
- No more than four (4) students should share a bath or shower and toilet.
- Kitchen or kitchenette:
  - ✓ Cooking inside student rooms should not be permitted;
  - ✓ Suitable student storage, preparation and kitchen space should be provided;
  - $\checkmark$  Stove one (1) per four (4) student residents;
  - Sink one (1) per 10 students in commune dwellings and 15 student residents in high rise buildings;
  - ✓ Lockable cupboards one (1) per student resident;
  - Microwave oven one (1) per eight (8) student residents in commune dwellings and 12 in high rise building;
  - Countertop space sufficient for eight (8) students' in commune dwellings and 12 students' in high rise buildings; and
  - ✓ A minimum provision of cold storage, 210 liters per five (5) students.
- In cases where a student could or prefer to provide their own furniture, for example for an unfurnished flat, accreditation could still be considered. All NSFAS students should, however, reside in private accommodation that are fully furnished. No additional fees can be charged for the provision of furniture.
- A communal area should preferably be available.
- If applicable, the parking norm provision of one (1) parking bay per two tenants for residential developments shall be applicable to off-campus accommodation.
- The necessary safety measures should be in place, e.g. fire alarm, fire extinguisher and/or fire blanket. The accommodation should be a conducive environment for learning and living.

## **Services**

- Students are to clean their own rooms or flats (if applicable).
- The landlord is responsible for the cleaning of all communal areas, and ablution areas in larger facilities on a regular basis.
- Laundry facilities must be provided at the off-campus private housing or laundromat facilities should be accessible near it.
- Wi-Fi access must be available on-site.

# Rent

At Stellenbosch University many rooms in residences, as well as private NSFAS-accredited accommodation, will cost more than the capped amount per year. In this regard, there are two broad categories:

• Accreditation within the prescribed cap: The bed tariff meets the NSFAS

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- ✓ No upfront deposit or admin fees are required upon proof of NSFAS funding.
- Please note that NSFAS rental payments are allocated over a 10-month period (and not 12 months)
- Accreditation exceeding the prescribed cap: NSFAS students will be responsible for the amount that exceeds the NSFAS allowance cap and all other expenses that is not included in the rent, e.g Wi-Fi, deposit, parking, etc.