

Senate Decision No. 02 Dated 24/01/2013

The Republic of Turkey

Erciyes University

Service Occupancy Terms and Conditions Applicable to

Teaching Staff Residing at the Bilim Sitesi

PART 1

The following Terms and Conditions (*hereinafter referred to as "The Terms & Conditions"*) came into force under a Directive made by the Erciyes University Senate dated 24th day of January 2013 (*hereinafter referred to as "The Directive"*).

Purpose, Outline, Basis And Definitions of the Directive

Purpose And Outline:

Article 1- (1) The flats and facilities on the Bilim Sitesi were donated to Erciyes University by DEMIR KARAMANCI, a philanthropist from Kayseri to provide accommodation for teaching staff who are of Turkish nationality and have completed their postgraduate degrees abroad and/or who are of foreign nationality.

The purpose of this Directive is to set out **The Terms & Conditions** of occupancy at the **Bilim Sitesi**.

Basis and Authority for the Directive

Article 2- (1) Act No. 2946 on Public Residential Properties, Guidelines For Public Residential Properties as published in Official Gazette No.18524 on 23.09.1984 and a Decision on the Allocation of University Accommodation adopted by the University Executive Committee decision No. 2004.028.229 on 01.10.2004 (*the latter of which have now been repealed by and substituted with this Directive*).

Definitions

Article 3- (1) **University:** Erciyes University,

(2) **Flats:** The flats\apartments and studio flats\apartments situated in the Bilim Sitesi,

(3) **Guest Accommodation:** The flats\apartments and studio flats\ apartments designated for guests in the Bilim Sitesi,

(4) **Commission:** The Housing Allocation Commission of Erciyes University,

(5) **Authorised Body:** The Rectorate Office or any office or officer delegated by the Rectorate with responsibility for accommodation,

(6) **Teaching Staff:** Turkish lecturers and teaching assistants holding PhD degrees or Master degree from abroad; foreign teaching staff working for the University; those academicians currently in employment either within Turkey or abroad, or retired, of whom a special appointment is made to a university position; and academicians internationally renowned for distinguished research, of whom a temporary appointment (for a period of 6 months or 1 year) is made to a university position,

(7) **Bilim Sitesi:** A Donated Residential estate comprised of nine blocks of flats of varying sizes: 45m², 55m², 65m² and 85m².

PART 2

Terms And Conditions Relating to the Allocation of Housing

Basic Terms And Conditions

Article 4- (1) 5% of the Flats shall be reserved under the Rectorate Quota. Further, one Flat shall be permitted for use as the Bilim Sitesi Administration and Caretakers Office and for use as storage for furniture and other contents used in Flats.

(2) A number of Flats can be determined from time to time at the discretion of the University for allocation as Guest Accommodation which are managed according to the provisions of "the Statement (*by the Ministry of Finance*) on Publicly Owned Social Centres".

(3) Teaching Staff are eligible to occupy Flats for residential purposes PROVIDED

THAT:

(a) they are working for the University.

(b) they agree to be subject to the University ranking specifications for allocation of Flats to Teaching Staff .

(c) they agree to be subject to academicians occupation of **Flats** on the grounds that

they are academicians currently in employment either within Turkey or abroad, or retired, of whom a special appointment is made to a university position, and that they are academicians internationally renowned for distinguished research, of whom a temporary appointment (for a period of 6 months or 1 year) is made to a university position.

(d) No additional Flat from the University waiting list shall be allocated to Teaching Staff spouses where their other Teaching Staff spouse is already in occupation of a Flat.

(e) Where both spouses apply for a Flat and both spouses fulfill the conditions of eligibility for allocation of residential housing, the Commission taking into account the current availability of Flats, may assess their allocation in a more favorable way.

Article 5- (1) Once a decision for allocation of a Flat has been made by the Commission in charge of the allocation process in compliance with this Directive, it shall then be delivered by the Directorate of Construction and Technical Works who will prepare a report called "**An Official Report For The Entrance Into University Residencies**". The original Report shall be kept on the University's files of the Teaching Staff member who has successfully been allocated a Flat. A copy of the same shall be delivered by way of valid service to the newly accommodated tenant as formal notification. Further an inventory of the contents and internal and external fixtures and fittings of the Flat shall be prepared and added to the Report. When the Flat is vacated, "An Official Report For The Exit From University Residencies" will be prepared in a similar way and delivered to the same. The Directorate of Construction and Technical Works which in turn will notify the Commission of the Official Report within 7 (seven) days.

(2) The handing over of Flat keys to Teaching Staff and occupation of Flats by Teaching Staff cannot take place until Flats have been formerly allocated and notification given in accordance with Article 5-(1). Thereafter Teaching Staff will be liable for rent from the date the Flat is delivered up for occupation by the University to Teaching Staff.

(3) If any Teaching Staff who have been allocated Flats fail to sign the validly served "Official Report For The Entrance Into University Residencies" and take residence in the Flat within fifteen (days) from the decision of allocation notification date without a legitimate reason, then the decision to allocate a Flat will be cancelled.

Rent Payable

Article 6- (1) The procedure for the determination and collection of rent and fuel expenses shall be as follows :

a) The cost of rent and fuel will be calculated after taking into consideration the cost of per m² rent and fuel at the rate declared by the Ministry of Finance at the beginning of every year and duly collected from those residing in the Flats. The amount of the calculated costs will be collected in advance by way of deduction from the payroll of the individual Teaching Staff concerned by the personnel in the accrual units that arrange for the payment of salaries and wages to Teaching Staff.

(b) The amount of rent related to the allocation of the Flats occupied by Teaching Staff who do not receive a salary or wage from the University shall be collected from the Tenants in advance each month by the department concerned with such collection.

(c) Liability for payment of rent shall commence from the date of notification to the Teaching Staff that a Flat has been allocated to them and the date of the delivery of the Flat to the same. The monthly calculation will be calculated from that date. However, if the delivery of the Flat to the Teaching Staff member is not given on the same day as the notification date, then the rent liability commencement date will be the date that the the Flat is delivered to the Teaching Staff.

d) Payments to be received from Guest Accommodation are determined by the University Executive Committee at rates no lower than those set out in "the Statement on Publicly Owned Social Centres" annually issued by the Ministry of Finance.

(e) Such payments shall be made into the Directorate of Strategy Development's bank account or alternatively, to a paymaster authorized by the Accounts Department in return for a receipt, so that they can be recorded as income in the budget of the University.

Fuel and Other Expenses

Article 7- (1) Teaching Staff, allocated Flats under the provisions of the Guidelines For the Allocation of Public Residential Properties, must pay for other Flat expenditure including water, electricity, gas, central heating etc..

(2) In cases of residences for a period of one month or more in Guest Accommodation the following Terms and Conditions apply:

(a) Those residing in the Guest Accommodation must pay for any other expenses besides paying for water, electricity, gas, heating and other utility expenses as such.

(b) Those residing in the Guest Accommodation shall be responsible for any damage to the Guest Accommodation and fixture and fittings and contents relating thereto.

PART 3

General Terms and Conditions Relating to Residence

Those Permitted to Occupy

Article 8- (1) Only spouses of Teaching Staff and those for whom the Teaching Staff are responsible to maintain have permission to reside continuously in the Flats as their place of residence. In the event that any other person or persons are proven to be unauthorized resident residing in the Flats, the process of Flat allocation can be re-evaluated.

Repossession

Article 9- (1) Repossession of a Flat will take place (*in accordance with Article 10*), in the event that any Teaching Staff or those permitted to reside with Teaching Staff (*referred to in Article 8*):

- (a) Behave in such a manner that damages or disrupts the 'peace, comfort and privacy' or ethical values of the other residents,
- (b) Let or sublet or allow occupation of their Flat either in whole or in part to any person whatsoever,
- (c) Make any structural or non-structural alterations to the Flats whatsoever (including but not limited to the wiring of the Flats) without the written permission of the University's Authorized Body.
- (d) Keep any animal anywhere on the Bilim Sitesi other than cats, small caged birds and aquarium fish.

Repossession Procedure And Notice

Article 10- (1) Those in breach of any of the Terms And Conditions of this Directive referred to in Article 9 above shall be reported to the Rectorate by anyone concerned. For those whose persistence on behaving in such a manner that causes complaints under Article 9 above and who fail to remedy such breach within 15 days from Valid Service of a written complaint report and accompanying notice from the University, then repossession and eviction with vacant possession of the Flat shall be permitted to take

place on the expiry of a further 30 days and the Teaching Staff's Flat allocation shall be cancelled.

Permitted Use of Flats

Article 11- (1) Teaching Staff who are allocated Flats shall be required to make and agree a full and clear inventory of the fixture, fittings and contents of the Flat with the relevant University's Authorized Body forthwith after such allocation.

(2) Other matters concerning the permitted use of Flats are as follows:

(a) Those who are allocated Flats shall be required to pay a cash deposit of 500 TL before occupying the Flat. The deposit shall be recorded and credited to the Directorate of Strategy Development's (Deposit) bank account or paid to its cashier. It shall be permissible for the University to redetermine the amount payable as a deposit by Teaching Staff.

(b) The deposit shall be repaid to the tenant in full on vacating the Flats, providing that there are no debts owed for arrears of rent, electricity, water, or damage to the Flats. However, in the event of any losses suffered by the University, once ascertained the amount of loss shall be deducted from the deposit and any balance of the deposit shall be repaid to the tenant. In cases where the losses are in excess of the deposit, the difference shall be recovered from the Teaching Staff in occupation of the Flat.

(c) The cost of damages arising out of all kinds of maintenance, renovation or breakdown repair works carried out in the Flat or use of it by the resident Teaching Staff together with other expenses related thereto shall be borne by them.

PART 4

Permitted Duration of Residence

Article 12- (1) In general the permitted length of residency shall be for a period of 2 (two) years. However, professors, associate professors, assistant professors, teaching assistants, research assistants, specialists and instructors may request to extend their period of residency at the end of the 2 year period for special reasons. Upon such extension requests being successfully determined in favor of the Turkish Teaching Staff by the Commission, the extension period shall be up to a maximum of a further 2 (two) semesters. The maximum permitted residency period for foreign Teaching Staff shall be 4

(four) years from the date of allocation. If needed, this period can be extended with permission, for a further absolute maximum period of 3 (three) semesters.

(2) All Turkish Teaching Staff and foreign Teaching Staff residing in the Flats must provide vacant possession of the Flats within 2 (two) calendar months from the actual date of the end of the period of allocation. Failure to vacate after this 2 calendar month period without a successful extension shall enable the Commission, at its discretion, to charge the Teaching Staff an increased rental equal to 4 (four) times the rent normally paid by way of a penalty for breaching the time limit to vacate the Flat.

Procedure to Vacate

Article 13- (1) Teaching Staff who wish to vacate their Flat must return the Flat to the Directorate of Construction and Technical Works in good repair and condition. The Flat keys must also be returned together with a duly completed and signed "**Official Exit From University Residence Report Form**". The Staff Teacher's deposit referred to in Article 11(a) shall only be returned once the above procedural conditions have been complied with in full.

(2) In the event that Teaching Staff fail to vacate after the expiry date, the rent will continue to be collected at an increased rate in accordance with Article 5 and Article 12 until the Flat is vacated. In addition, the Rectorate may seek vacant possession of the Flat by instructing a law enforcement agency through the civil and administrative authorities.

(3) If Teaching Staff reside in Flats without compliance with the aforementioned requisite process of allocation or if Teaching Staff are proven to have made false declarations in order to obtain a Flat, and in such circumstances, Teaching Staff refuse to vacate the Flat forthwith following cancellation of their allocated Flat, vacant possession of the Flat will be enforced by a law enforcement agency and the Teaching Staff will face punitive measures and remain responsible for all costs relating thereto together with the increased rent referred to above.

(4) Those who seem to have for any reason failed the eligibility test for accommodation or lost their entitlement to accommodation after allocation must vacate their Flat within 1 (one) calendar month after being given Valid Service of written notice of the same by the University.

(5) Should there be a change in Teaching Staff's employment or personal circumstances which would necessitate their vacating of the Flat, then the change as such must be reported to the Commission by the Directorate of Personnel Management within 10 (ten) days by way of written notification of the same.

PART 5

Date of Validity for Implementation of the Directive and for the Repeal of Former Provisions

Validity and Implementation

Article 14- (1) This Directive came into force after its provisions had been confirmed by the University Senate on the 24th day of January 2013. The former provisions for the Allocation of Flats made by the Erciyes University Executive Committee which came into force on on 8th October 2004 and numbered 29 were repealed forthwith on the aforementioned commencement date of this Directive.

Article 15- (1) The Rector is responsible for the implementation of the provisions of the present Directive.

PROVISIONAL ARTICLE 1: Foreign Teaching Staff who have been allocated a Flat before this Directive came into force should be subject to and comply with the Terms & Conditions of this Directive after 1 (one) year from the date of publication of this Directive. This Article shall not apply to Turkish Teaching Staff.

PROVISIONAL ARTICLE 2: None of the relevant Terms & Conditions of this Directive shall be capable of interpretation in any way either expressly or by implication to give additional time to Teaching Staff who have been in residence of their Flat longer than the permitted residence period set out in Article 12.

ATTACHMENT -1 (I) Official Report For The Entrance INTO University Residences

ATTACHMENT -2 (II) Official Report For The Exit FROM University Residences