



Republic of the Philippines

Benguet State University


2601 La Trinidad, Benguet
www.bsu.edu.ph

Office of the Vice President for Administration and Finance


09 September 2023

NOTICE OF MEETING

For & To: All Members of the Housing Committee


Norma P. Banania
VP, Business Affairs
Director, PDO
CAO- Administration

VP, Business Affairs
Director, PDO
CAO- Administration


Bryan C. Bangnan
SAO- SPMO
Chief Security Officer
Director, GSO & BSUGEA Pres
SAO- HRMO
CAO- Finance
President, Faculty Club

SAO- SPMO
Chief Security Officer
Director, GSO & BSUGEA Pres
SAO- HRMO
CAO- Finance
President, Faculty Club

Secretariat: Shienley B. Balacay (on leave)
Donnelly F. Capuyan

You are hereby requested to attend the Housing Committee meeting on **6 September 2023, 2:00 P.M.** at the **OVPAF Conference Room, Admin Building**. Agenda includes:

A. Housing various concerns



ALLAN C. SACDA
VP-Admin & Finance &
Chairperson, Housing Committee

/housing committee



Memorandum of Agreement BSU HOUSING UNIT (University Built)

MELVIN JOHN M. AROMIN
Director, Planning Unit

NAME OF GRANTEE <i>(Annex A- Notice of Award/ Approved Request)</i>	MERCIDITA S. SIBAEN		
DATE OF EXECUTION OF MOA	October 26, 2023	DATE OF RENEWAL	On or before October 26 2028
HOUSING UNIT ADDRESS <i>(Annex B- Sketch Plan)</i>	Lot 14, 48 Cabanao, Balili, La Trinidad, Benguet		
LOT AREA	100 sq. m.	FLOOR AREA	79.36 sq. m.
DATE OF OCCUPANCY <i>(Annex C- Certification)</i>	January 2015		
NAME OF PREVIOUS OCCUPANT/ GRANTEE <i>(Annex D- Copy of the Previous MOA)</i>	Angeline Aliguyon		

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between: **BENGUET STATE UNIVERSITY**, a public educational institution of higher learning existing under the laws of the Republic of the Philippines having principal office at La Trinidad, Benguet, Philippines, herein represented by its University President, **FELIPE SALAING COMILA** now and hereinafter referred to as the **UNIVERSITY**;

and

MERCIDITA S. SIBAEN, of legal age, married, Filipino citizen, a/ an staff at the General Services Office, BSU, La Trinidad, Benguet, hereinafter referred to as the **GRANTEE**;

WHEREAS, the UNIVERSITY constructed a housing unit at its own expense under the University's Housing Program, said construction limited to an area as stated in the Sketch Plan attached as **Annex "B"**;

WHEREAS, the previous occupant separated from the service and has then vacated the said housing unit;

WHEREAS, the employee-grantee, in a letter request (**Annex "A"**) expressed her intention to take over the cottage, which the President as a privilege approved such;

NOW THEREFORE, premises considered the parties hereby covenant, agree and stipulate on the following:
A. The UNIVERSITY hereby assigns for use the subject housing unit and all the improvements made thereon to the herein GRANTEE, subject to the following terms and conditions:

1. **LAND:** The land where the housing unit stands, the metes and bounds of which are indicated in that attached Sketch Plan shall remain to be the property of the UNIVERSITY;
2. **OCCUPANTS:**
 - a) The housing unit shall be used EXCLUSIVELY for residential purposes by the GRANTEE, his/her spouse and members of his/her immediate family and, where necessary, a house help. Extended families shall not be allowed;
 - b) The GRANTEE shall inform the university thru the Housing Committee of any person other than his/her immediate family who shall stay within the housing unit for more than a month;
 - c) In NO case shall the housing unit be leased, sub-leased, or illegally sold in part or in whole to any other person without the consent of the UNIVERSITY;

3. OCCUPANCY:

- a) The GRANTEE shall be allowed to stay in the housing unit for a period of FIVE (5) years renewable up to a maximum of four (4) times subject to the evaluation of the Housing Committee;
- b) The GRANTEE shall initiate the request for renewal of his/her MOA without need of a notice within 3 months before the fifth-year ends;
- c) This privilege shall be enforceable, valid and binding while the GRANTEE is an employee of the University, and in no case shall it exceed twenty-five (25) years starting at the date of occupancy;
- d) Two employees occupying separate housing units for singles who marry each other shall vacate their respective housing units and apply for family housing unit.

ALLAN CASALDO SACPA
VPAf & Chair, Housing Committee

MERCIDITA S. SIBAEN
Employee/Grantee

FELIPE SALAING COMILA
University President



Memorandum of Agreement

BSU HOUSING UNIT

(University Built)

MELVIN JOHN M. AROMIN
Director, Planning Unit

4. OCCUPANCY FEE:

- a) The University shall collect an occupancy fee from the GRANTEE corresponding to **FIFTEEN PESOS (Php 15.00)** per square meter per year on the **land area** and **ONE HUNDRED FORTY- FOUR (Php 144.00)** per year on the **floor area** occupied as assessed and computed by the University. Said occupancy fee for the floor and land area may be paid through salary deduction or paid over-the-counter at the option of the GRANTEE.
- b) The occupancy fee for the land area (Php 15.00/sq.m.) shall be paid in cash only while the occupancy fee for the floor area (Php 144/sq.m.) shall be paid upon amortization of the value of the housing unit (Employee- Built) OR upon assessment of major improvements done (University- Built).
- c) All expenses incurred by the GRANTEE, including the amount of paid for the structure, and for authorized major repairs and/or improvements undertaken by the GRANTEE shall be considered.

5. UTILITIES: Charges for water, light, telephone and other services used within the unit shall be for the sole account of the GRANTEE;

6. MAINTENANCE AND IMPROVEMENTS:

- a) That the GRANTEE shall be responsible for the upkeep and maintenance of the unit, landscaping of its immediate surroundings, and in enforcing housing and sanitary rules promulgated by law or Municipal ordinance and by the University during his stay therein;
- a) No permanent improvements or extensions shall be introduced to the housing unit or on the land where it stands unless a written request is subsequently approved by the University President through the recommendation of the University Housing Committee. The request must be supported by a plan of work, if necessary, and the corresponding bill of materials. *Provided*, that the receipts, or copies thereof, of materials bought for housing improvements shall be furnished the Committee for assessment purposes.
- b) The UNIVERSITY may require the GRANTEE, after inspection, to cause necessary repairs in the housing unit, subject to the next preceding paragraph;

7. INSPECTION:

- a) The UNIVERSITY shall have a right to inspect the housing unit on various occasions during the stay of the GRANTEE in the unit. Said inspection shall be conducted by authorized university personnel:
 - i. At any day within reasonable hours during the effectivity of the agreement;
 - ii. Any time of day, in the instance of a complaint received by the University;
 - iii. One year before the expected termination of the agreement; and
 - iv. Immediately after termination.

8. PROHIBITIONS: During the duration of the agreement, the GRANTEE must comply with the University policies and regulations more particularly with the following rules:

- a) The housing unit is strictly for residential purposes, it must not be utilized commercially;
- b) Pets such as dogs must be confined within the premises of the housing unit;
- c) Raising of livestock such as goats, cattle and/pigs within the premises of the housing unit is strictly prohibited;
- d) Grantee may not raise poultry more than five (5) adult heads;
- e) No major renovations/ repairs shall be made without the express consent of the university;
- f) Strictly no construction of any building or structure separate the housing unit within the land area occupied;
- g) Noise from instruments producing loud sounds, such as, but not limited to loud speakers, karaoke, videoke, sound systems, drums, trumpets, etc., shall not be allowed; and
- h) The university strictly prohibits loud parties beyond 9PM, gambling and open burning of wastes.

9. TERMINATION:

- a) Subject to such policies as the University may hereinafter issue, upon retirement, resignation, separation or dismissal of the grantee from the University or an assignment of a new housing unit to him/her, he/she shall surrender freely, voluntarily and peacefully his/her housing unit and its premises to the University without need of demand;
- b) Following the retirement of the GRANTEE, he/she is allowed an extended stay of **THREE (3) MONTHS** only after retirement. In case of untimely death of the GRANTEE, the bereaved family may be allowed to stay for a maximum period of **SIX (6) MONTHS** after death;
- c) Clearances of personnel being separated from the service shall only be signed after the housing unit has been vacated and turned over to the university;

ALLAN CASALDO SACPA
VPAdF & Chair, Housing Committee

MERCEDITA S. SIBAEN
Emlovee/Grantee

FELIPE SALANG COMILA
University President



Memorandum of Agreement BSU HOUSING UNIT (University Built)

- d) The GRANTEE hereby undertakes to turn-over the housing unit in a condition fit for occupancy.
- B. It is hereby understood that this Agreement is subject to the housing policies currently in force at the time of execution of this agreement and any and all policies which the University may hereinafter issue;
- C. This is merely a privilege and not a right and thus, in no case shall the housing unit be transferred or inherited automatically by the GRANTEE's heirs or assigns. Instead shall be re-assigned pursuant to the University Housing Policies;
- D. That while this Memorandum of Agreement is in force, any or all controversies that shall arise therefrom shall be amicably settled by both parties and that any matter not covered by this agreement shall be governed by the rules and regulations of the University;
- E. This Memorandum of Agreement modifies/amends and supersedes any inconsistent provision of any contract previously entered into by the same parties.

IN WITNESS WHEREOF, we have hereunto set our hands this day of OCI 26 2023 at La Trinidad, Benguet, Philippines,

FELIPE SALAIN COMILA
University President
BSU Employee ID No.: 010169

MERCIDITA S. SIBAEEN
Grantee
BSU Employee ID No.: 010707

Witnessed By:

ALLAN CASALDO SAUPA
VP- AF/ Chair, Housing Committee

MELVIN JOHN M. AROMIN
Director, Planning Unit

ACKNOWLEDGMENT

Republic of the Philippines)
La Trinidad, Benguet) Ss.

BEFORE ME a Notary Public for and in the Province of Benguet this NOV 08 2023 personally appeared the parties known to me to be the same persons who executed the foregoing instrument. Their competent Evidence of Identity were exhibited to me as indicated below their names.

This Memorandum of Agreement with consisting of THREE (3) pages including the page where this acknowledgment has been written has been signed by the aforesaid parties and his/her instrumental witnesses.

WITNESS MY HAND AND SEAL, on the date and place above written.

Doc. No. 123 ;
Page No. 25 ;
Book No. III ;
Series of 2023.

