



## General Terms and Conditions of Tenancy

### Saarland Student Services

[*Studentenwerk im Saarland e.V.*]

Last revised: April 2013

#### **IMPORTANT:**

1. This document is an English translation of the German original and is provided for information purposes only. In the event of any discrepancy between the translation and the original German version, the latter shall prevail.
2. Use of the male pronoun herein is understood to include the female pronoun.

#### **1. Eligibility**

Full-time registered students at Saarland University are eligible for accommodation in the student halls of residence managed by *Studentenwerk im Saarland e.V.* (Saarland Student Services, hereinafter 'the Studentenwerk').

Students not eligible for accommodation in student halls of residence include those who

- are also enrolled in a doctoral degree programme, or who are also working as a research fellow or as a trainee teacher, trainee lawyer or similar;
- are primarily professionally employed and only studying part-time ;
- have already completed a full university degree (with the exception of a Bachelor's degree) that qualifies the holder to pursue a professional career. For the purposes of this document, this shall include a university qualification obtained in a country other than Germany, if the holder is thereby qualified to pursue a professional career in that country.
- are classified as cross-enrolled students (*Zweithörer*) or non-enrolled students (*Gasthörer*).

If the tenant completes or, for whatever reason, terminates his first degree (Master's degree or first state-supervised examination), he shall notify the tenant thereof within two weeks of completing or terminating his studies.

#### **2. Temporary use / Principle of rotation**

1. Rooms (hereafter referred to as 'the Accommodation') are rented to the tenant on a temporary basis purely for the specific purposes of studying. The provisions of Section 549, Subsection 3 of the German Civil Code (BGB) regarding the renting of accommodation in student halls of residence apply.
2. Providing rental accommodation in student halls of residence represents an indirect public subsidy. As the number of places available in a student hall of residence is limited and because such publicly subsidised accommodation should be made available to the largest

possible number of students in accordance with a principle of rotation, tenancy agreements are concluded for a limited term only.

3. The tenancy shall terminate without prior notice upon expiry of the period specified in the Tenancy Agreement.

A tacit extension of the tenancy through continued use of the Accommodation once the agreed tenancy period has expired is prohibited. Paragraph 545 of the German Civil Code (BGB) shall not apply.

4. Attention is expressly drawn to the fact that in accordance with Paragraph 549(3) (BGB), Sections 557–561, 573, 573a, 573d Subsection 1, 575, 575a Subsection 1, 577 and 577a (BGB) do not apply to rented accommodation in student halls of residence.

5. Tenants can apply for an extension of tenancy provided the Tenancy Agreement has not already expired. The application for an extension of tenancy must be delivered to the landlord in the period from 1 November to 30 November inclusive for tenancy agreements that end on 31 March, or in the period from 1 May to 31 May inclusive for tenancy agreements that end on 30 September.

The landlord will reach a decision concerning the application within four weeks and will notify the tenant accordingly. **The tenant does not have any legal entitlement to an extension of tenancy.**

### 3. Rental payments

1. The first month's rent and an initial deposit equalling one month's rent shall be paid to the landlord before the tenant moves in. The second deposit of one month's rent can be paid in three equal instalments over the three months following the month in which the tenant moved in. The tenant shall open a bank or post office account and maintain the account for the duration of the tenancy. The tenant shall issue a revocable direct debit mandate in order to allow the rent and additional charges to be transferred to the landlord's account.

The tenant shall ensure that sufficient funds are present in the account to cover the sums to be transferred. The tenant shall present the direct debit mandate together with the signed Tenancy Agreement to the landlord.

2. The rent will be debited from the account specified by the tenant by no later than the third working day of each month. The tenant shall bear any ensuing costs should the transfer be unsuccessful. The landlord is entitled to charge a flat-rate fee of €3 to cover additional administrative expenses and for each additional rent arrears reminder note issued. This does not preclude the landlord's right to assert further claims for higher damages incurred as a result of the late payment of rent. The tenant shall bear any costs arising should a direct debit payment fail due to insufficient funds or because the bank account details given were incorrect, or for a similar reason.

3. With the exception of the total rental payment (rent + service and utilities charges) any one-off costs arising from the tenancy (costs for bank charges as a result of a failed direct debit collection, reminder fees, rent arrears, deposit, settlement of outstanding additional charges) are payable to the landlord via account no. 8750009 at HypoVereinsbank (bank sorting code (BLZ): 590 200 90) specifying the name of the tenant, the number of the Tenancy Agreement and the reason for payment. (Details for international transfers: IBAN: DE60 5902 0090 0008 7500 09; SWIFT/BIC: HYVEDEMM 432).

4. Periods of absence do not relieve the tenant of his duty to pay the rent and any other charges due to the landlord.

### 4. Composition of the rent / Rent increases / Revision of rent and/or additional charges

1. Basic rent + flat-rate service charge + utility charges

Depending on the particular hall of residence, the monthly rental payment comprises the basic rent (core letting fee) plus a flat-rate service charge and/or a charge for utilities (electricity and water).

a) Basic rent

The basic rental charge is determined on the basis of the communal risk represented by the residential properties operated by the Studentenwerk. The calculation of the basic rent takes into account the Studentenwerk's operating expenditure as well as housing quality and property aspects. In the event of a rise in the operating expenses as defined in Paragraph 18(1) ff. of the 'II. BV' regulations (federal regulations governing the assessment and computation of rental costs in Germany), the landlord is entitled to adjust the basic rent by unilaterally issuing written notification. The adjustments will become effective within a period of eight weeks of notification.

The increased rent shall be payable from the first day of the month following that in which due written notice was provided by the landlord. The right to adjust the rent by terminating the Tenancy Agreement and re-establishing a new modified agreement remains unaffected.

b) Flat-rate service charge

The monthly fixed-rate service charge covers the costs incurred by the landlord for operating expenses as defined in the *Betriebskostenverordnung* of 25. November 2003 (German ordinance governing the apportionment of operating and incidental costs between landlord and tenant). The fixed-rate service charge does not cover the supply of electricity and water, though water costs are included in those halls in which cold and hot water supplies are not metered. The flat-rate service charge for a particular hall of residence is calculated by adding the operating costs invoiced by the relevant service providers in the preceding accounting year and then dividing this total by the number of places available in the hall or by apportioning this total as a function of room size. Each tenant shall pay the respective resulting amount in the form of monthly instalments. If the actual costs incurred by the landlord are higher than those already apportioned, the landlord is entitled to adjust the flat-rate service charge by unilaterally issuing written notification, with the adjustments to become effective within a period of eight weeks of notification. If the operating costs incurred are lower, the landlord is entitled to reduce the flat-rate service charge. The revised flat-rate service charge shall be payable from the first day of the month following that in which due written notice was provided by the landlord. Negative or positive balances from earlier accounting periods will be allowed for when setting the flat-rate service charge.

c) Utility charges

The tenant shall make an appropriate monthly advance payment to cover electricity and water costs. The amount to be paid is stated explicitly in the Tenancy Agreement.

If, during the period of tenancy, new operating costs are incurred that can be assigned to one of the categories listed in Paragraph 2 of the *Betriebskostenverordnung*, the landlord is entitled to apportion these costs accordingly. In the case of consumption-dependent utility costs, the landlord is entitled to use reasonable discretion to apportion these costs in an equitable manner. If the property being rented is equipped with meters to monitor utility usage, invoicing will be based on the usage levels as indicated by the meters. The monthly advance payments will be settled by quarterly account. Should a tenant move out of his rented accommodation during an accounting period, he shall bear the costs for the requisite non-periodic reading of the meters. Each party to the Tenancy Agreement can request an adjustment of the advance payments, whereby any request shall be subject to the relevant statutory provisions and shall observe the applicable form and time limits. If advance payments to cover utility charges have been agreed, each party to the agreement can submit a written request after a quarterly balance has been issued to have the payment amount adjusted to a reasonable level.

2. After the annual accounts have been compiled and if so requested by the hall wardens, the landlord shall explain to the hall wardens the basis on which the utility charges covered by the flat-rate payment in the previous year were calculated. As the hall warden represents the interests of the tenants, separate accounts for individual tenants are not required.

3. The landlord is entitled to install meters in the Accommodation to monitor individual levels of electricity, gas and water consumption. Meters may be installed during the existing tenancy period in order to replace an agreed flat-rate service charge for electricity, gas or water by a metered utility charge that takes account of the tenant's actual consumption levels.

## 5. Deposit

1. Each tenant shall pay a deposit of two months' rent, which shall also cover the final cleaning of the Accommodation and the key deposit.
2. The initial deposit equalling one month's rent is due before the tenant moves in. The second deposit of one month's rent can be paid in three equal instalments over the three months following the month in which the tenant moved in.
3. No interest will be paid on the deposit (Section 551, Subsection 3(5) of the German Civil Code (BGB)).
4. After the tenancy has ended, the landlord shall offset against the deposit all outstanding claims against the tenant arising from the tenancy. The deposit or that part thereof remaining after all claims have been settled shall be transferred to a bank account specified by the tenant.

In the case of an international bank transfer, the landlord is entitled to deduct any associated bank transfer fees from the deposit. During the tenancy period, the tenant is not permitted to use the deposit to settle any claims against the landlord.

If the landlord is unable to return to the tenant the deposit or that part thereof remaining after all claims have been offset, for reasons that are beyond the landlord's control, including, but not limited to failure of the tenant to specify a bank account and address, the tenant's entitlement to the deposit shall lapse one year after the due date.

## 6. Handover procedure

1. **Handover** of the Accommodation is restricted to the following times: **Monday to Thursday** between **10:00 am and 12:00 noon** and **1:00 pm and 3:00 pm**, and on **Friday** between **10:00 am and 12:00 noon** and **1:00 pm and 2:30 pm**. If the Tenancy Agreement commences on a holiday, or on a Saturday or Sunday, handover shall occur on the next working day. The tenant is not entitled to claim rent abatement in this case.
2. The condition of the Accommodation at handover and the full inventory of fixtures and fittings contained within it shall be documented and the handover report signed by both parties. By signing the report, the tenant acknowledges that the Accommodation is in a fit and proper state. Any exceptions shall be entered in the handover report.
3. The tenant is required to register at the local Residents' Registration Office within the statutory time-limit.

## 7. Keys

1. The tenant will receive the required keys from the landlord's authorised agent.
2. If a key provided to the tenant is lost, the tenant is obliged to report the loss to the landlord immediately. A replacement key will be provided by the landlord alone and shall be paid for by the tenant.
4. If a key is lost, the landlord is also entitled to have the relevant lock changed or replaced. If there is any risk that a lost key may be misused, the landlord shall also be entitled to replace the master key system, should such a system be present. If the key was lost by the tenant, the cost of replacing the key, replacing the lock or replacing the master key system shall be borne by the tenant.
5. The tenant is not permitted to fit his own lock in place of any lock installed by the landlord.

6. On moving out of the Accommodation, the tenant shall return all keys provided to him to the landlord's authorised agent. The tenant shall also surrender to the landlord's agent any additional keys that were procured by the tenant without the landlord's consent.

## **8. Swapping or changing rooms**

1. Swapping or changing rooms within the same hall of residence is not permitted without the consent of the landlord. The landlord can consent to a room swap or a room change if this is expressly requested by the tenant and the tenant cites a legitimate reason.
2. The landlord will charge an administrative fee of €15 for each application to swap or move rooms.
3. The landlord is entitled to allocate another rented room or rooms to the tenant if there is a compelling reason to do so, such as the need to carry out renovation, refurbishment or extensive repair work. The landlord will endeavour to allocate a room or rooms in the same hall.

## **9. Subletting the Accommodation or making it available to third parties**

1. The tenant is not permitted to sublet the Accommodation or any part thereof or to make the Accommodation or any part thereof available for use by third parties without the consent of the landlord. This restriction also applies to sharing the Accommodation with relatives or third parties. If, after having been previously issued with a warning, the tenant fails to comply with this requirement, the landlord is entitled to terminate the Tenancy Agreement with immediate effect.
2. If the prior written consent of the landlord has been received, the tenant is permitted to conclude a subletting agreement with another eligible student for the vacation period ('semester recess') or some other period of temporary absence in which the tenant will not be using the Accommodation. If the tenant sublets the Accommodation or makes it available to a third party, the tenant shall be liable for any loss or damage caused by the third party, even if the landlord has previously consented to the arrangement.

## **10. Defects and faults**

1. The tenant is obliged to notify the landlord of any hazards or faults present at the time of the handover by entering these in the handover report, or, in the case of hazards or faults that arise during the tenancy period, to notify the landlord in writing immediately (repair request form).
2. If a fault was present at the beginning of the tenancy period and if the tenant fails to notify the landlord about the fault within three days of moving in, the tenant shall lose his right to claim damages for the defect, unless the fault was concealed by the landlord with intent to deceive.
3. The tenant shall be deemed to have failed to provide notification of a fault, particularly when the fault is clearly visible or otherwise discernible.
4. If the tenant fails to report a fault or provides late notification thereof, he shall be liable in accordance with the provisions of Section 536c, Subsection 2 of the German Civil Code (BGB). The same shall apply if the tenant knowingly provides false notification of a fault. Furthermore, the tenant shall be liable for any consequential damage arising from any improper action taken by the tenant after reporting the fault.
5. The tenant shall pay compensation for any damage to the Accommodation or for any damage to or loss of the fixtures and fittings included in the Tenancy Agreement. It is explicitly noted that in the event of any damage to the Accommodation or of any damage to or loss of the fixtures and fittings included in the Tenancy Agreement, it is the tenant's duty to prove that he was not responsible for the damage or loss.

## **11. Liability and special obligations of the tenant**

1. The tenant undertakes to treat with care the Accommodation, the full inventory of fixtures and fittings contained within it and the communal and shared facilities he is entitled to use, and to ensure that said objects are properly and regularly cleaned.
2. The tenant shall be liable for damage to the Accommodation and the full inventory of fixtures and fittings contained within it insofar as the damage was caused by the tenant's failure to meet his duty of care obligations or by his wilful acts or negligence, or by excessive wear and tear (e.g. smoking in the room).
3. Similarly, the tenant shall be liable for all damage caused by persons belonging to the tenant's household, by his relatives, visitors or his agents, insofar as said persons came into contact with the Accommodation at the instigation of or with the consent of the tenant.
4. The tenant shall pay compensation to the landlord for any items belonging to the inventory of fixtures and fittings that have been lost or damaged by the tenant either during or at the end of the tenancy period.
5. If the Accommodation is let to several tenants (shared tenancy agreement), the tenants shall be jointly and severally liable in respect of all obligations under the Tenancy Agreement.
6. The tenant is obliged to keep the Accommodation free from vermin. If the tenant fails to fulfil this obligation, he shall be liable to the landlord for any damage incurred.
7. The tenant shall ensure proper ventilation and heating of the Accommodation and the communal rooms and shared facilities. He also undertakes to take care of the publicly accessible areas, traffic areas and outdoor facilities belonging to the hall of residence in which he lives and to leave these areas in a clean condition.
8. The tenant is obliged to ensure that the Accommodation is adequately heated during the heating season (October to April) even during periods of absence. If the tenant fails to meet this obligation and if this results in damage to the Accommodation, the tenant shall be liable to pay compensation to the landlord for the damage incurred.
9. If the tenant will be absent from the Accommodation for more than four weeks, the tenant must ensure that either he or a person authorised by him turns on each of taps in the Accommodation and lets the water run for five minutes in order to prevent any build-up of Legionella bacteria.
10. If at the end of the tenancy period the landlord is unable to re-let the Accommodation because the tenant has failed to vacate and return the Accommodation to the landlord by the specified time, the tenant shall be liable to the landlord for any damages incurred.
11. The tenant shall read and comply with the current hall statutes immediately after signing the Tenancy Agreement.
12. The landlord can request that any device or piece of equipment brought into the Accommodation by the tenant is tested if that device or piece of equipment would be subject to the provisions of the German accident prevention regulations on electrical installations and equipment ("BGV A3") were it the property of the landlord. If requested by the landlord, the tenant shall make any such device or equipment available to the company authorised by the landlord to conduct testing, or shall present to the landlord the test certificate pertaining to the device or equipment as specified in the 'BGV A3' regulations. The costs of testing shall be borne by the tenant.
13. For the safety of all residents, the tenant is obliged to keep all escape routes clear at all times. To comply with fire prevention regulations, bicycles and other objects are not to be placed in the escape and rescue routes (stairwell, fire escapes, interior corridors, fire escape balconies, etc.). As the landlord is obliged to keep the rescue routes clear, the landlord will without prior notice immediately arrange for the disposal or storage of any object found placed in a rescue route in contravention of the regulations. The costs for removal will be charged to the tenant responsible. The landlord shall not be liable for the accidental destruction of or damage to the object removed. The cost of replacing a bicycle lock that had to be destroyed in order to remove the object will not be reimbursed. Objects placed into storage can be collected by

arrangement from the hall caretaker for a collection fee of €25. A repeated violation of this obligation to keep all rescue routes clear shall be deemed an infringement of house rules and shall as such entitle the landlord to terminate the Tenancy Agreement.

## **12. Liability of the landlord**

1. The landlord shall not be strictly liable for any defects present at the time the Tenancy Agreement was concluded; Section 536a, Subsection 1 shall not therefore apply.
2. The landlord shall only be liable for injuries and material damage suffered by the tenant and his visitors if the landlord or his agents are at fault. The landlord's liability shall be limited to wilful intent and gross negligence. This restriction does not apply to injuries to life and health.
3. The landlord shall not be held liable for
  - a) interruptions to the heating supply, or to the supply of cold and hot running water, electricity or gas that result from fuel shortages, damage to related equipment or facilities or from routine maintenance work.
  - b) defects or damage due to natural building moisture if the hall of residence is a recently constructed building or if the presence of the moisture is the result of renovation or refurbishment work.
4. Insofar as the liability of the landlord has been excluded, the tenant shall not be permitted to claim rent abatement.
5. If the tenant is obliged to agree to cleaning or repair work or structural alterations to the building, he shall not be entitled to claim rent abatement for any impairment to his use of the Accommodation arising from such work.

## **13. Use of communal rooms**

1. The communal rooms designated in the Tenancy Agreement or otherwise provided for use by all tenants shall be treated with due care by the tenant. Furthermore, the tenant shall ensure that these rooms are cleaned regularly. If the rooms are not cleaned or inadequately cleaned, the landlord shall be entitled to issue a written warning to the tenants and to clean or have the rooms cleaned at the tenants' expense. In the case of communal rooms within shared accommodation, the group of tenants sharing the accommodation are responsible for making appropriate cleaning arrangements.
2. Tenants who share accommodation (flat share, two-room flat, two-person flat) are jointly responsible for cleaning the communal rooms within the shared accommodation. This applies in particular to the shared kitchen, bathroom and toilet. The tenants must agree on a cleaning schedule that must be displayed in the shared kitchen, if the kitchen forms part of the shared accommodation. The landlord is entitled to inspect the Accommodation at any time to verify that cleaning has been carried out properly. If the rooms have not been cleaned or have been inadequately cleaned, the landlord is entitled to issue a written warning to the tenants and to clean or have the rooms cleaned at the tenants' expense. If the cleaning schedule indicates which tenant was responsible for cleaning at that time, then that tenant shall be held primarily responsible. In the case of shared flats, lockable two-person flats, or enclosed hallways, the tenants shall be jointly and severally liable for fulfilling their contractual cleaning obligations and may be held jointly and severally liable for cleaning costs.

## **14. Access to the Accommodation**

The tenant shall provide the landlord or his agents with access to the rented accommodation (i.e. rooms, to which the tenant or a specific group of tenants have exclusive access). Access is to be provided:

1. at reasonable intervals and during normal working hours to inspect the condition of the Accommodation
2. every quarter in order to read meters

3. after prior notification in order to take water samples as required by the Drinking Water Ordinance (TrinkWV) or as ordered by the relevant regulatory authority and/or to conduct technical tests (electrical installations/equipment, sanitary facilities, etc.)
4. so that necessary work can be carried out (maintenance work, structural alterations to the Accommodation, renovation or repair work, maintenance of smoke detectors)
5. at any time in order to prevent injury to human life or health
6. at any time in order to prevent, examine and eradicate substantial damage to property and disturbances of the peace
7. after prior notification by the landlord in order to organise other letting arrangements after notification of termination has been issued or if the end of the tenancy is imminent
8. during working days and normal working hours, after prior appointment or notification, to inspect the Accommodation prior to it being handed back to the landlord.

The landlord can only enter the Accommodation with the tenant's consent. The action to be taken or the inspection to be carried out shall be announced at least 48 hours in advance, except in cases where there is danger in delay. The landlord is entitled to enter the Accommodation in the absence of and without the consent of the tenant only if there is danger in delay or in cases in which the landlord exercises his right to self-help as set out in Section 229 of the German Civil Code (BGB).

If the tenant refuses access to the Accommodation or fails to appear at a time and date for which notification had been given, he will be informed that he is liable to the landlord for any costs incurred (e.g. additional call-out fees for tradesmen) unless he can produce substantial reasons for his absence.

If the tenant is unable to be present at the time and date notified by the landlord or if he is unable to appoint a proxy, he can provide the landlord with prior written consent to enter the Accommodation in his absence.

The landlord is entitled to enter at any time communal rooms, hallways, corridors and other rooms that are accessible to visitors or third parties. The same shall apply to rooms that have not been rented from the landlord, but for which the landlord has given permission to be used.

## **15. Termination of the Tenancy Agreement by the tenant**

To terminate the Tenancy Agreement at the end of the summer semester (30 September), the tenant shall provide written notification of termination by no later than 30 June. To terminate the Tenancy Agreement at the end of the winter semester (31 March), the tenant shall provide written notification of termination by no later than 30 December.

Irrespective of whether the tenancy ends because it was terminated or because the tenancy period has expired, the Tenancy Agreement shall cease no later than 8 am on the first working day immediately following the last day of the month in which the tenancy period expires, or in which notice was given (notice of termination with immediate effect) or the agreement terminates (standard notice of termination). The tenant is also entitled to terminate the contract for good cause in accordance with relevant statutory provisions.

If the tenant is no longer eligible for accommodation, the tenant can give notice to terminate the agreement at the end of the next month.

## **16. Termination of the Tenancy Agreement by the landlord**

1. The landlord is entitled to terminate the tenancy by notifying the tenant in writing no later than the third working day of a calendar month with termination to take effect at the end of the second month following that in which notice of termination was served.



2. The landlord can also terminate the tenancy by written notification before expiry of the period specified in the Tenancy Agreement, if:

- a) the tenant is no longer eligible for accommodation or the tenant fails to present his certificate of enrolment (*Immatrikulationsbescheinigung*) by a previously specified date.
- b) the landlord cannot be reasonably expected to continue the Tenancy Agreement because the tenant has significantly or repeatedly breached the terms of the Agreement.

Written notice of termination must be issued no later than the third working day of a calendar month with termination to take effect at the end of the second month following that in which notice of termination was served.

3. The landlord is entitled to terminate the tenancy with immediate effect if

- a) on two successive due dates, the tenant fails to pay the rent, or if he is in default of a not insignificant portion of the rent, which in the case of rented accommodation is deemed to be rental arrears of more than one month's rent, or if in a period of time spanning more than two due dates he is in default of rental payments whose cumulative amount is two months' rent.
- b) the tenant is using the Accommodation contrary to the Tenancy Agreement, particularly if the tenant has made the Accommodation available in part or in whole to a third party without the consent of the landlord.
- c) the tenant continues to breach the terms of the Tenancy Agreement despite having been previously warned.
- d) the tenant infringes the house rules and continues to infringe them despite having been previously warned.
- e) the tenant is no longer eligible for accommodation.

In addition, the statutory provisions governing the immediate termination of tenancy agreements shall also apply.

4. If the landlord was entitled to terminate the Tenancy Agreement with immediate effect, the tenant shall remain bound beyond the date of termination and beyond the date on which the Accommodation was handed back to the landlord to continue paying the total rent set by the landlord as compensation for the use of the Accommodation.

This payment obligation shall remain in force until the Accommodation has been let to another tenant, or until the tenancy period specified in Paragraph 2 of the Tenancy Agreement has expired, but not before the end of the semester in which notice of termination with immediate effect was issued.

5. Tacit extension of the tenancy through continued use of the Accommodation once the agreed tenancy period has expired is prohibited.

## **17. Obligations of the parties upon termination of the Tenancy Agreement**

1. At the end of the Tenancy Agreement, the tenant shall return the Accommodation and the corresponding keys after having first thoroughly cleaned and mopped the Accommodation and having removed all of his personal property so that the Accommodation is ready for occupancy.
2. The tenant shall be liable for damage incurred by the landlord if for reasons within the tenant's control, the tenant fails to hand back the Accommodation on the specified date or fails to return the Accommodation in a proper condition.
3. The tenant shall hand back the Accommodation at the end of the tenancy with all fixtures and fittings in place.
4. The tenant shall arrange an appointment with the respective hall caretaker four weeks before the Tenancy Agreement is due to end for the purpose of inspecting the Accommodation prior to it being returned. The tenant is obliged to allow the inspection to proceed. The inspection of

the rooms is in preparation for the final return of the Accommodation and serves the interests of both parties by identifying and recording any defects or damage and/or any minor (cosmetic) repairs.

The condition of the Accommodation as determined during the inspection will be documented in an inspection report. If defects or damage are present or if it is determined that cosmetic repairs need to be performed, the necessary remedial work or repairs must be completed before the end of the Tenancy Agreement.

Should the tenant fail to carry out the required remedial work or repairs by the contractually agreed date for returning the Accommodation to the landlord, the landlord shall be entitled to carry out these measures himself or to arrange for them to be carried out and to demand reimbursement of the costs incurred from the tenant.

5. The Accommodation shall be handed back to the landlord at the end of the tenancy. The tenant must be present or must be represented by an authorised agent. The tenant undertakes to sign the inspection report, return the keys to the Accommodation, notify the landlord of his new address or that of his representative or agent, and provide the necessary bank details so that the landlord can return the deposit.

The exact date on which the Accommodation is to be handed back shall be arranged with the hall caretaker no later than one week before the tenancy is due to end.

6. The tenant shall be liable to the landlord for all costs and damage incurred by the landlord as a result of late or improper return of the Accommodation, particularly for any costs of having to find alternative accommodation for the new tenant designated by the landlord. If the Accommodation has not been thoroughly cleaned, any additional cleaning of the Accommodation may be charged to the tenant at a rate of €20 per hour. The landlord can charge the tenant for any wear and tear that exceeds normal levels (for example, the special interior decorating and special cleaning measures required in a smoker's room).
7. Once the tenancy has ended, the tenant is not permitted to leave items of personal property in the Accommodation, or in the building or on the landlord's premises, unless the landlord has acquired a lien over these items.
8. The signatories to the Tenancy Agreement agree that the landlord takes possession of the Accommodation when the tenancy ends. The landlord is entitled to remove any personal property that has been left by the tenant in the Accommodation or in the communal or shared facilities contrary to the tenant's undertaking to remove such property after handing back the Accommodation. The landlord is also entitled to destroy left items of no discernible value. Any items that the landlord has taken custody of shall be kept for a period of one month. The landlord accepts no liability for these items. After the month has ended, the items can be treated as lost property. The tenant shall provide monetary compensation to the landlord for any expenses incurred by the landlord as a result of the tenant's failure to remove personal property. The landlord is entitled to exercise lien over the tenants personal property and can refuse to hand over said property until these expenses and any other claims arising from the Tenancy Agreement are met.

## **18. Structural alterations by the tenant/landlord**

1. The tenant must agree to any necessary or advisable measures initiated by the landlord for the purposes of maintaining the building or the rental accommodation or in order to avert danger. The tenant shall ensure that access to the relevant rooms remains unimpeded and he shall not hinder the execution of the work. Failure to fulfil this obligation can lead to claims for damages being brought against the tenant.
2. The tenant is not permitted to carry out any structural or other alterations within the Accommodation or on any of fixture, fittings and equipment therein if these alterations go beyond the contractually allowed use of the Accommodation.

If the tenant has carried out structural alterations, he must remove them and restore the original state of the Accommodation by the time the Accommodation is handed back to the landlord. The tenant is not required to do this if the landlord has confirmed in writing that restoration of the original state is not necessary or not desired by the landlord.

The tenant must request such confirmation from the landlord in good time before the tenancy ends.

#### **19. Cosmetic repairs**

Cosmetic repairs will be carried out by the landlord. If cosmetic repairs need to be performed during the tenancy period, the tenant shall give the landlord access to the Accommodation and shall allow the repair work to proceed. Attention is drawn to the provisions of Section 14 "Access to the Accommodation".

#### **20. Parking of bicycles and vehicles**

1. The tenant shall park his motor vehicle, motorcycle or bicycle only in the spaces made available for this purpose (designated car parking areas, bicycle lock-up).
2. Any vehicle that is no longer in full-time use or that has been deregistered must not be parked on any of the premises owned or administered by the Studentenwerk. Any such vehicles or bicycles parked in this way can be removed at the vehicle keeper's cost if a request for removal has been previously issued.
3. It is not permitted to repair motor vehicles on the landlord's premises or in the immediate vicinity thereto. In particular, any work that could cause contamination of the environment is not permitted (e.g. oil change).

#### **21. Domestic animals**

Due to the particular living arrangements in student halls of residence, tenants are not permitted to keep pets.

#### **22. Heating / Central heating**

1. If the hall of residence is equipped with a central heating system, the landlord shall keep the heating system running from 1 October until 30 April (heating period).
2. The landlord shall run the heating system in such a way that the temperature in the Accommodation is usually at least 18 °C between the hours of 6 am and 11 pm. The heating system will continue to be run outside the heating period if weather conditions dictate.

#### **23. Charges**

The landlord shall manage the rental accommodation such that the rental income cover the costs of running the facilities.

The administrative charges levied shall therefore be kept to a minimum.

Any additional administrative expenses will therefore be borne by those generating the extra costs, not by the body of tenants as a whole. For this reason, the parties agree the following fixed-rate administrative charges:

- Swapping or changing rooms within the same hall of residence: €15
- Rent arrears reminder notice: €3
- Additional cleaning services necessary at end of tenancy : €20 per hour
- Fee for collecting objects placed into storage: €25

#### **6. Miscellaneous provisions**

1. The legal rights of the owner with respect to the halls of residence administered by the Studentenwerk are exercised by the Studentenwerk management team, which delegates

these rights to the heads of the student accommodation offices, who are entitled to then delegate these rights to the relevant hall caretakers.

2. In the case of tenancy agreements involving several tenants, the tenants shall jointly authorise each other to accept and issue any and all declarations pertaining to the tenancy. In consequence thereof, any statement of intent issued to the landlord by one of the tenants shall be deemed to apply to the other tenants as well.
3. Any statement of the landlord's intent delivered to at least one of the tenants shall be deemed to apply to the other tenants as well.
4. Should individual provisions of the Tenancy Agreement or the General Terms and Conditions of Tenancy be or become invalid, the validity of the other provisions shall remain unaffected. To the extent permitted by law, the parties agree to replace the invalid provision with one that achieves the original commercial and legal intent.
5. All other agreements are only valid if set out in writing and signed by both the tenant and the landlord.
6. The tenant agrees that his personal information will be stored on files held by the landlord and used for internal purposes. This data will be made available to third parties only if the landlord is bound by law to do so (e.g. if requested by the Residents' Registration Office or the police authorities). Once the tenancy is terminated, the data will be destroyed pursuant to the relevant data protection and privacy provisions.