

Studentenwerk Osnabrück

- Public Institution -

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General Terms of Tenancy for Limited Tenancies

I. Use of leased property

1. The leased property in accordance with § 1 of the tenancy agreement is leased to the tenant by the Studentenwerk Osnabrück for temporary use and for the special purpose of studying.
2. The tenant is entitled to use the common rooms and furniture/fixtures of the student housing complex in accordance with their purpose. The common right can be altered or revoked by the Studentenwerk.

II. Residence entitlement

1. Students registered at any of the universities served by the Studentenwerk Osnabrück are entitled to reside in the student housing complexes administered by the Studentenwerk. Other students and student applicants may be accepted in exceptional cases.
2. Students who are simultaneously assistants, student trainees or in teacher/legal training, or those who carry out similar work, as well as students who are predominantly in employment, are not eligible to reside in the student housing complexes.
3. The residence entitlement expires as soon as the conditions in accordance with subsection 1 no longer apply or as soon as the conditions in accordance with subsection 2 apply.

The residence entitlement also expires when the period of residence in accordance with section IV expires or upon completion of the degree programme (passed examination).

4. The tenant is obliged to
 - a) **prove his/her continued right to reside in the complex by submitting his/her valid certificate of registration, without being reminded, by the 30.04. and 31.10. of every year. If this proof is not submitted in good time the Studentenwerk may terminate the tenancy without notice,**
 - b) inform the Studentenwerk as soon as the residence entitlement expires in accordance with subsections 1 to 3.

III. Term of tenancy/Termination/Premature cancellation of tenancy agreement

1. The tenancy agreement is entered into for a certain period of time (limited) and ends without the requirement of termination.
2. Irrespective of the regulations concerning the term of tenancy in accordance with § 2 of the tenancy agreement the Studentenwerk will declare its agreement to a premature cancellation of the tenancy agreement to the end of a month if a new eligible tenant is available in accordance with the allocation guidelines (waiting list) or, if there are no applicants on the waiting list, if the tenant presents a new eligible tenant to the Studentenwerk.

If the tenancy is terminated prematurely and leased to a new tenant the original tenant must pay an administrative fee of € 50.00.

If the tenant would like to terminate the existing tenancy before commencement of the contractual relationship and if the Studentenwerk agrees to this, one month's rent is payable in all cases.

3. The right to termination of the tenancy (without notice) for exceptional reasons in accordance with statutory regulations remains unaffected for both parties.

The Studentenwerk points out to the tenant that it will, in particular, terminate the tenancy without notice if the tenant does not fulfil his/her contractual obligations, despite appeals or warnings. If the tenancy is terminated by the lessor for exceptional reasons the tenant is liable for the loss of rent beyond the date of termination and beyond the date of returning the leased property up until the day on which the lessor could have ordinarily terminated the tenancy, at the most, however, until the leased property is further let.

4. If the tenant continues to use the leased property following expiration of the tenancy, the tenancy is not regarded as having been extended. § 545 German Civil Code does not apply.

IV. Term of residence

1. The term of residence is limited for the tenant in order to make the limited number of places of residence in the housing complexes of the Studentenwerk available to as many students as possible.

The regular term of residence is principally 12 semesters.

The term of residence in other housing complexes of the lessor are taken into account.

2. Students who are able to prove that they are sitting their finals can, on application, receive a residence term extension of two semesters at the most.

V. Total rent and its components

1. Basic rent

The basic rent, in accordance with § 3 of the tenancy agreement, covers the costs calculated by the lessor at the time of entering into a tenancy agreement of operating expenses incurred by the respective housing complex or economic entity in the intentment of §§ 18, 19, 24 of the Second calculation decree (2nd calculation decree, Decree on housing calculations as amended in the promulgation of 12.10.1990, Federal Gazette I, p. 2178) as well as the rental and ground rent expenses of the Studentenwerk as the master lessee or tenant (cost rent), as long as no separate flat charges, advance payments or other rent components have been determined or are to be determined at a later date.

2. Fixed operating costs

The Studentenwerk covers the fixed operating costs, in accordance with § 3 of the tenancy agreement, that are calculated in accordance with Appendix 3 of § 27 of the 2nd calculation decree at the time of entering into a tenancy agreement, as long as these cost items are not calculated individually in a consumption-based procedure (advance payment) in accordance with the tenancy agreement or as long as the tenant does not bear any of these individual cost items directly in addition to the total rent. In accordance with Appendix 3 of § 27 of the 2nd calculation decree, operating costs include:

The running public charges for the property, the costs for water supply and drainage, overheads, the costs for cleaning and maintaining the heating, fuel and hot-water supply systems, the operating costs of automatic passenger and goods elevators, of street cleaning and waste disposal, house cleaning and vermin control, garden maintenance, lighting, chimney sweeping, property and public liability insurance, caretaker costs, operating costs of the common aerial system and of the private distributing mains connected to the broad-band cable network, the costs of automatic washing facilities as well as other operating costs.

In particular, changes in costs caused by statutory regulations, as well as alterations and new introductions of additional expenses of any kind are deemed to be agreed upon at the time of admissibility.

The cost items included in the fixed operating costs are not accounted. Possible deficiencies in proceeds are therefore not demanded additionally, nor are possible surpluses refunded.

3. **Changes to the total rent and its components**

On the basis of public provisions, the Studentenwerk is obliged to charge rents that cover the costs. The Studentenwerk does not receive subsidies for the running operation of the housing complexes. The Studentenwerk has the right to redetermine the total rent or individual components of the total rent within the framework of the actual cost development (increase of individual cost items/addition of further cost items) and to pass these on to the tenants in the form of a written declaration by one party.

The increase can only take place for the future and become valid at the beginning of the second month after written declaration regarding the increase by the Studentenwerk.

4. The increase is calculated using the following assessment formula:

$$\frac{\text{Increase for the respective housing complex or economic entity}}{\text{No. of places of residence at respective housing complex/economic entity}} = \text{assessment factor 1}$$

The accommodation units are evaluated as follows:

- a) single room, apartment = 1 place of residence = assessment factor 1
- b) double apartment = 2 places of residence = assessment factor 2
- c) marital flat = 2.5 places of residence = assessment factor 2.5
- d) other flats = assessment factor in accordance with the number of available places of residence.

The lessor is entitled to replace the above assessment formula by another if this new formula corresponds better to the actual consumption and cost share.

5. As long as advance payments are agreed upon in § 3 of the tenancy agreement, the following applies to these cost items:

These costs are apportioned to the tenants in accordance with actual use by the respective housing complex or group house. The Studentenwerk issues a statement at least once a year. It is also entitled to issue a statement every six months. As long as no special measuring devices are available, the costs are apportioned to the individual tenant corresponding to the above assessment formula in accordance with subsection 4. Surpluses or additional claims must be balanced out in the next but one rent payment following delivery of the statement.

The Studentenwerk is entitled to demand increased advance payments for the future if within the framework of a statement it becomes apparent that the previously paid advance payments of the tenants in the respective housing complex do not cover the costs incurred. Vice versa, the Studentenwerk is obliged to reduce the advance payments if the statements reveal that the advance payments exceed costs in the long run.

6. The Studentenwerk is entitled to calculate jointly the expenses (cost rent) for individual or for all places of residence administered by it for the purpose of letting to students, even if they are located in different buildings and even if the conditions of an economic entity are not existent, in order to balance out differences in the residential quality or public financing of individual housing complexes and the resulting inappropriate differences in the level of rent.

VI. Tenants' supply contract

1. As long as the appropriate technical preconditions are given, the tenant must enter into his/her own supply contracts (in particular with regard to heating, hot-water supply, electricity and water supply) for the leased property.

2. In particular, the tenants of group flats/single rooms in group flats, are obliged to ensure the required supply contracts are entered into by themselves or via the residential group (subsection 1).
3. The tenant releases the Studentenwerk from any obligations that may affect the Studentenwerk due to supply contracts entered into by the tenant.

VII. Payments/default of payment

1. The monthly payable total rent is to be paid in advance on the first day of the month.
2. In the interest of economic operation, the tenant agrees to pay for all obligations arising from the tenancy agreement using the system of direct debit authorisation by means of direct debiting. The tenant is obliged to ensure his/her given account has sufficient funds. Costs incurred due to insufficient funds are charged to the tenant.
3. The Studentenwerk is entitled to charge a fixed administrative fee of € 5.00 for the first and any further reminders.
The right to initiate legal proceedings in the case of default of payment remains unaffected.
4. If the tenant falls behind with his/her payments, received payments are first charged for costs, including possible legal costs, then for interest, and finally for the principal debt, in fact first for the older debt.

VIII. Deposit

1. For tenancies of 0 to 3 months' duration the tenant must pay a deposit of € 400.00 in cash upon moving in.
2. For longer tenancies the deposit of € 400.00 per place of residence (calculation factor in accordance with V, subsection 4) is paid by direct debit together with the first rent payment.
3. The purpose of this deposit is to secure all demands of the Studentenwerk arising from the tenancy.
4. The deposit does not accrue interest (§ 551, section 3 of the German Civil code). This measure contributes to enabling to keep the rent down, with regard to a rent calculation that covers the costs.
5. During the current tenancy, the lessor is also entitled to set off against the deposit and can in this case demand the tenant to replenish the deposit.

IX. Setoff/retention

1. The tenant may only set off demands for the rent with counterdemands or retain an amount if s/he informs the lessor in writing at least one month before the rent is due (§ 556 b II German Civil code).
2. The tenant is not permitted to set off against the deposit.

X. Transfer of use to third parties/subletting

1. The tenant is not entitled to sublet the leased property or to transfer its use in any other way to third parties.

XI. Keeping animals

1. The keeping of animals is principally forbidden. This does not affect small animals such as birds, hamsters, ornamental fish, and so on, that are kept in suitable containers.

XII. Parking spaces, parking bicycles

1. The tenant is obliged to only use the provided parking spaces – if available – to park his/her vehicle.

2. It is prohibited to park unused or unregistered vehicles on the grounds of the housing complex. Such vehicles that are nonetheless parked there will be removed at a cost.
3. The tenant expressly disclaims his/her rights as the owner of vehicles that are parked by him/her on the grounds of the housing complex contrary to subsections 1 and 2.

XIII. Keys

1. The tenant is obliged to take care of the keys given to him/her, to not make them available to unauthorised persons and to inform the lessor immediately of any key loss.
2. The procurement of replacement keys or locks is carried out solely by the Studentenwerk at the cost of the tenant, if s/he is responsible for the measure.
3. If a key is lost to a lock that is part of a locking system the Studentenwerk is entitled to replace all locks belonging to the locking system with new locks if misuse is feared. The tenant bears the costs.
4. The tenant is not entitled to replace installed locks with other locks.

XIV. Inventory

1. The inventory included within the tenancy may not be swapped between the leased rooms.
2. Inventory that is not required or used by the tenant may be stored at his/her own risk in rooms provided by the Studentenwerk – if available. The tenant is liable for damage or loss. No rent reduction claims can be made for not using the inventory. The tenant must return all stored inventory in its proper condition to the leased property when s/he moves out.

XV. Personal property brought in

1. Irrespective of a possible insurance that the lessor may have, the tenant must insure his/her own property that s/he has brought into the leased property.
2. The tenant is obliged to store his/her own property that s/he has brought into the leased property solely in the rooms rented by him/her or in certain rooms specially set aside for such a purpose. Property that is not stored in the room leased by the tenant must be marked clearly with his/her name and tenant number.
3. The tenant expressly disclaims his/her ownership to items that have been left behind or that have not been clearly labelled, if the tenant has been requested via an announcement to label or remove this property. The same applies to the tenant's property that is left in the leased property following the termination of the tenancy.

XVI. House improvements/maintenance and cleaning obligations

1. The tenant is obliged to take care of, maintain and regularly clean the leased property, the common rooms assigned to the residential community (e.g. kitchens, sanitary rooms, common rooms, halls and cellars), as well as the inventory and devices included in the tenancy. The cleaning obligation also includes cleaning the window and door panes that need to be cleaned, usually every six weeks.
2. The tenant is obliged to carry out or commission any house improvements that may be required within his/her leased property as well as in the jointly used rooms within a group flat at his/her own cost.
3. The tenant must replace light bulbs. When moving out, all light bulbs with sufficient wattage must be available in a usable condition.
4. In so far as the above obligations in accordance with subsections 1 – 3 affect jointly used rooms, the obligations affect the respective residential community.

5. If the tenant or the members of the residential community do not fulfil their obligations in accordance with subsections 1 – 4, the Studentenwerk is entitled, irrespective of the fulfilment claim, to arrange for necessary measures to be carried out at the cost of the tenant or the residential community or to demand compensation for incompliance.

XVII. Further obligations of the tenant

1. The tenant is obliged to abstain from disturbing or obstructing fellow residents or neighbours, in particular between 10 p.m. and 7 a.m.
2. The tenant must strictly obey all local building regulations and fire protection regulations. In particular, it is forbidden to store highly flammable materials or toxic substances in buildings or on the grounds of the housing complex.
3. The tenant is obliged to use electricity, gas, water and heating sparingly.
4. The tenant is obliged to inform the Studentenwerk immediately of any damages or deficiencies.
5. All rooms in the housing complex, in which the tenant has a leased property, that are accessible to the public must be treated with care and kept clean at all times.
6. It is not permitted to install elevated antennae.
7. All tenants must register with the authorities after moving in.

XVIII. Liability for damages

1. If the leased property is damaged or if any of the items leased with the property are damaged or go astray, the tenant must pay compensation. It is expressly pointed out to the tenant that it lies with him/her to prove that s/he is not responsible for the damage or loss.
2. The tenant is also liable for damage occurring that is caused by his family members, guests or other people who have a relationship with him/her.
3. The tenant acknowledges that the principle of joint liability applies to the damage or loss of jointly used items and rooms. Damage to such items is compensated for jointly by the residential community.
4. The tenant must keep the leased property free of vermin at his/her own cost.
5. The Studentenwerk is only liable for damage to persons or objects of the tenant and his visitors, as well as for the tenant's property within the leased property, in the case of intent or gross negligence on the part of the Studentenwerk and its vicarious agents.

XIX. Several tenants

1. Several persons as tenants are jointly and severally liable for all obligations pertaining to the tenancy agreement.
2. The tenants authorise one another in such a way that each is entitled on their own to receive or submit expressions of one's will for all of the tenants.

XX. Structural alterations by the tenant

1. The tenant is not permitted to undertake structural alterations in the leased property.
2. In any case, the Studentenwerk may demand that the original condition of the leased property is restored upon termination of the tenancy. The tenant is not entitled to a reimbursement of costs if s/he leaves the property in a different condition after termination of the tenancy.

XXI. Structural alterations and repairs carried out by the Studentenwerk or the owner

1. The Studentenwerk and the owner may carry out structural alterations, repairs and improvements that become necessary to preserve the house or the leased property or to prevent threatened dangers or to eliminated damage, without approval of the tenant, as long as the implementation of the work is reasonable to the tenant. This also applies to measures that are not necessary but expedient.
2. For this purpose the tenant must tolerate access to the affected rooms. The implementation of work may not be hindered or delayed by him/her.
3. In so far as the tenant must tolerate the work, s/he may neither reduce the rent nor exercise a right of retention nor demand compensation.

XXII. Entrance to leased property

1. The Studentenwerk or its agent is entitled to enter the leased property following prior announcement at appropriate times of the day in order to examine its state and the implementation of work.
2. In the case of danger, access must be permitted and facilitated at all times.
3. If the tenant denies access or renders access impossible in any other way, s/he is liable for any resulting damage.

XXIII. Central heating/hot-water supply

1. If central heating is available in the respective housing complex, the Studentenwerk is obliged to operate it between 1 October and 30 April.
2. The Studentenwerk is obliged to operate an available central heating system outside the heating period if outdoor temperatures fall below 12°C on three consecutive days at 2 p.m.
3. If a central hot-water supply is available in the respective housing complex, the Studentenwerk is obliged to operate it throughout the year.
4. In the case of operating deficiencies for which the Studentenwerk is not responsible, the tenant is not entitled to a rent reduction or compensation. The tenant is obliged to inform the Studentenwerk of any disorders.

XXIV. Return of the leased property

1. Upon termination of the tenancy as well as if the tenant moves out before termination of the tenancy, the tenant must return the leased property to the Studentenwerk in a cleaned state, ready for occupancy, containing the complete inventory and with all keys, including any that the tenant may have had made.
2. The tenant must remove all his/her personal belongings from the leased property and any other rooms that have been used.
3. If the tenant violates the obligations in accordance with subsections 1 or 2, the Studentenwerk is entitled to open the leased property at the cost of the tenant and to have it cleaned, as well as to remove or store any personal belongings left behind by the tenant at his/her cost.
4. For the purpose of returning the leased property the tenant must make an appointment with the Studentenwerk or the responsible caretaker for the joint acceptance of the leased property at the latest one week before moving out. The acceptance of the leased property can usually only take place during working hours. It must take place at the latest at 8.00 a.m. on the day after termination of the tenancy.

5. The tenant is liable for all costs incurred by the Studentenwerk from a delayed moving out, in particular also for the possible costs of accommodating the new tenant.
6. The tenant must inform the Studentenwerk of his/her new address and of his/her bank account details for the possible reimbursement of the deposit and any other credit s/he may have, at the latest upon termination of the tenancy.
7. After termination of the tenancy and once the deposit has been repaid or set off, the validity of the direct debit lapses.

XXV. Other agreements

1. All alterations and amendments to the tenancy agreement, including its components in accordance with § 4, must be made in written form.
2. Should an agreement within this tenancy agreement be or become invalid, the remaining agreements remain valid. An invalid agreement must be replaced by a valid agreement that corresponds to its sense and purpose. In the case of amendment and in doubt, the conditions of the German Civil Code apply.
3. It is pointed out that the Studentenwerk stores personal data required for the legitimate fulfilment of the tasks resulting from the administration of the housing complexes and rent settlement (§ 9 of the Lower Saxony Data Protection Act).

