

General Terms of Tenancy

I. Use of leased property

1. The leased property in accordance with § 1 of the tenancy agreement is leased to the tenant for temporary use and for the special purpose of studying. The specific characteristics of § 549 (3) of the German Civil Code (BGB) apply to the leasing of property in student housing complexes.
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 higher education institutions 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 PhD students, assistants 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. See section III 3.
The residence entitlement also expires when the period of residence in accordance with section IV expires or upon completion/termination of studies (academic degree/ examination, *Diplom*, Master, dropping out).
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, after having issued a warning to no avail, may terminate the tenancy without notice for good cause in accordance with § 543 (1) BGB. In this case, the Studentenwerk also reserves the right to terminate the tenancy subject to the contractual period of notice for good cause.
 - 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 and is extended for six months each time (the duration of one semester), again for a certain period of time, unless one of the parties objects to (terminates) the continuation of the tenancy agreement in accordance with § 2 of the tenancy agreement.
2. Objection to continuation of the tenancy (termination) must be declared in writing at least three months before the respective term of tenancy expires. The termination is considered to be in time if it the letter of objection (termination) is received in time; this does not apply if the letter is sent by the respective date.
3. The tenant is obliged to terminate his/her tenancy at the next possible date if his/her residence entitlement expires in accordance with section II.
4. Ordinary termination by the Studentenwerk is not dependent on special circumstances. The Studentenwerk points out to the tenant, however, that the tenancy can, in particular, be terminated at the next possible date independently of section II subsection 4 if

- a) the period of residency has already amounted to 12 semesters,
 - b) the tenant is no longer entitled to live there,
 - c) the tenant does not fulfil his/her obligation as laid down in section II subsection 4 (presentation of valid certificate of registration),
5. Irrespective of the regulations concerning the term of tenancy in accordance with § 2 of the tenancy agreement, the Studentenwerk shall 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).
- If the tenancy is terminated prematurely at the tenant's request prior to the commencement of the contractual relationship or during the contractual relationship and it is leased to a new tenant, the original tenant must pay an administrative fee of € 50.00.
6. 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.
7. If the tenant continues to use the leased property following expiration of the tenancy, the tenancy is not regarded as having been extended. § 545 BGB 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 in the process of completing their studies 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 within the meaning of §§ 18 ff of the Decree on Housing Calculations (II. BV) as well as the rental and ground rent expenses of the Studentenwerk as the master lessee or tenant under a building lease (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 § 2 of the Regulation on Operating Costs of 25 November 2003 (BetrKV) at the time of entering into a tenancy agreement, as long as the tenant does not bear any of these individual cost items directly in addition to the total rent. In accordance with § 2 BetrKV, operating costs particularly 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:

Increase for the respective housing complex or economic entity

_____ = assessment factor 1
No. of places of residence at respective housing complex/economic entity

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. 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 and shall be debited from the account specified by the tenant on the third working day of the month.
- 2. In the interest of economic operation, the tenant agrees to pay for all due payment obligations arising from the tenancy agreement using the system of direct debit by means of direct debiting or by granting a revocable SEPA direct debit mandate. 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 (amounting to € 5.00) for the first and any further reminders.
- 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 (§ 367 BGB).

VIII. Deposit

1. At the beginning of the tenancy the tenant must pay a deposit of € 250.00 or € 400.00 (depending on furnishing) per place of residence (calculation factor in accordance with V, subsection 4). The purpose of this deposit is to secure all demands of the Studentenwerk arising from the tenancy.
2. The deposit shall be debited from the tenant's account by direct debit or after granting a SEPA direct debit mandate together with the first rent payment.
3. The tenant is entitled to request that the deposit shall be collected in three monthly instalments.
4. The deposit does not accrue interest (§ 551 (3) fifth sentence BGB). This measure contributes to enabling to keep the rent down, with regard to a rent calculation that covers the costs. If the deposit is to be transferred abroad, the lessor is entitled to deduct any bank fees incurred.
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 text form at least one month before the rent is due (§ 556 b II BGB).
2. The tenant is not permitted to set off against the deposit.

X. Transfer of use to third parties/subletting

The tenant is only entitled to sublet the leased property or to transfer its use in any other way to third parties with the prior permission of the lessor. The lessor may refuse to grant his permission for good cause. Any infringement shall entitle the lessor to terminate the tenancy without notice.

XI. Keeping animals

The keeping of animals is principally forbidden in so far as they would disturb the residential community. This particularly applies to animals that create unwanted noise, dirt, damage or odour, and particularly to loose animals that could enter the protected living quarters and/or common rooms. 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 and vehicles

1. Vehicles of any kind may only be parked on designated parking areas.
2. It is not permitted to park vehicles of any kind that are permanently not in use or that are not registered with the authorities on the lessor's property or in the housing complexes.
3. Unlawfully parked vehicles shall be removed at the tenant's expense.

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 who is responsible for the loss shall bear the costs.
4. The tenant expressly agrees to the lessor having a master key that can be used to open all leased properties. The lessor expressly undertakes to only open the leased property using the master key without the tenant's consent in the event of imminent danger or with the tenant's consent.
5. The tenant is not entitled to replace installed locks with other locks or to block locks.

XIV. Inventory

1. The inventory included within the tenancy may not be removed from the leased room without the express consent of the lessor.

XV. Personal property brought in

1. Irrespective of a possible insurance that the lessor may have, the lessor cannot be held liable for the loss of or damage to items that the tenant has brought into the leased property, unless the lessor is responsible for such loss or damage.
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. Any of his/her 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 and/or possession of items that have been left behind or that have not been adequately labelled after the expiry of a period of two months after the tenant has been requested via an announcement or in writing to label or remove these items. The same applies to the tenant's items that are left in the leased property following the termination of the tenancy. In such cases, the lessor is entitled to dispose of the items at the tenant's expense.

XVI. House improvements/maintenance and cleaning obligations

1. The tenant is obliged to take care of 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 cosmetic repairs 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. Illuminants are not included in the tenancy. The lessor is willing to make available illuminants for use at the start of the tenancy at the tenant's request. The tenant is responsible for replacing illuminants. In this case, the tenant shall ensure that, when moving out, all illuminants with sufficient wattage are available in a usable condition.
4. In so far as the above obligations in accordance with subsections 1 to 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 to 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 non-compliance.

XVII. Further obligations of the tenant

1. The tenant is obliged to abstain from unacceptably 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 outdoor antennae unless the tenant proves that s/he is unable to receive home TV stations via the existing connection and no considerable intervention in the structure of the building is required. The tenant shall indemnify the lessor against all costs and fees incurred. The tenant is obliged to dismantle the antenna when s/he moves out. The building measure may only be realised after the tenant has paid the lessor a dismantling deposit to the amount of the costs of dismantling the antenna, as evidenced by presenting a quotation issued by a specialist firm or expert's report.
7. All tenants must register with the authorities within the statutory periods after moving in and out.

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 unless the changes to or deterioration of the leased property are due to contractual use. It is expressly pointed out to the tenant that it is incumbent upon him/her to prove that s/he is not to blame for the damage or loss.
2. The tenant is also liable for damage occurring that is caused by his/her family members, guests or other people who have a relationship with him/her who come into contact with the leased property at his/her instigation or with his/her consent.
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 unless it is proven that the damage was caused by one or several of the named tenants.
4. The tenant must keep the leased property free of vermin or must have vermin removed at his/her own expense if s/he or his/her guests have brought in the vermin after the leased property was handed over to him/her.
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 negligence on the part of the Studentenwerk and its vicarious agents.

XIX. Several tenants

1. Several persons as tenants of a joint leased property are jointly and severally liable for all obligations pertaining to the tenancy agreement.
2. The tenants of a joint leased property 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 maintain or repair the house or the leased property or to prevent threatened dangers or to eliminate damage, without approval of the tenant, as long as the performance of the work is reasonable to the tenant. This also applies to measures that are not necessary but expedient. In the event of building measures in accordance with § 555 a BGB, the lessor shall inform the tenant of them in good time beforehand; in the event of modernisation measures in accordance with § 555 b BGB, the lessor shall inform the tenant of them at least three months beforehand in text form in accordance with § 555 c BGB.
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 / drinking water hygiene

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. Every tenant is obliged to regularly flush the drinking water for hygiene purposes. If the accommodation unit has not been used for more than 4 weeks, upon return the stagnant water shall be ran off and the drinking water conduit flushed for around 5 minutes.
5. 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. 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 two weeks before moving out. To this end, the tenant shall give the Studentenwerk his/her telephone number.
2. 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.
3. **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.**
4. The tenant must remove all his/her personal belongings from the leased property and any other rooms that have been used.
5. If the tenant violates the obligations in accordance with subsections 3 or 4 and if s/he cannot be reached by phone, meaning that no warning can be given by phone prior to the day of moving out, then the Studentenwerk is entitled to open the leased property and to have it cleaned at the tenant's expense, as well as to remove or store any personal belongings left behind by the tenant at his/her expense.
6. 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.
7. 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.
8. 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. The right to refuse entry to housing complexes managed by the Studentenwerk is exercised by the management, which, in turn, delegates the right to refuse entry to property to the Head of the Department of Student Housing. He or she may delegate the right to refuse entry to the property to the persons responsible for the respective housing complexes (caretakers etc.)
3. It is pointed out that the Studentenwerk reserves the right to equip publicly accessible spaces with optical/electronic equipment for specific purposes in accordance with Art. 6 Abs.1 S.1 lit. e, Abs. 3 DSGVO and § 14 Niedersächsischen Datenschutzgesetz in order to exercise the right to refuse entry to the property or to exercise legitimate interests of the community of tenants. The fact that surveillance is undertaken shall be made visible by installing a clear sign on the premises which shall also contain information about the responsible body.
4. 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 resettlement (Art. 6 Absatz 1 lit. b + e Datenschutzgrundverordnung (DSGVO) and § 3 Niedersächsisches Datenschutzgesetz (NDSG)).
5. It is pointed out that the Studentenwerk is neither willing nor obliged to enter into dispute resolution proceedings before a consumer arbitration board in accordance with the Consumer Dispute Resolution Act (VSBG). However, the Consumer Dispute Resolution Act (VSBG) requires the Studentenwerk to refer to the competent consumer arbitration board nonetheless: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl, internet: www.verbraucher-schlichter.de
6. 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 (BGB) apply.

Fire Safety in the Housing Complexes of the Studentenwerk Osnabrück

I. Preventive fire protection measures

1. Fire prevention is the most important task of fire protection. In order to prevent fire, every one is obliged to take special care with fire and open flames, in particular candles, as well as with electrical appliances, gas and other devices for light, power and heat, since unfriendly fire and casualties can occur through slight negligence.
Actions by others that pose a fire hazard must be avoided, as far as the possibility exists.
2. Do not throw cigar or cigarette remains or ash in waste-paper baskets; from previous experience, these are the cause of such unfriendly fires. Never smoke in bed.
3. Smoke detectors are installed in all living areas. They may not be removed or deactivated.
4. All access roads and drives, as well as doors, corridors and emergency exits, must be kept accessible to the fire brigade at all times.

II. What to do in the case of a fire

1. Keep calm and keep a cool head, avoid panic.
2. Unfriendly fire must be effectively controlled as soon as possible. All control measures must be carried out as quickly as possible.
3. If you notice the outbreak of an unfriendly fire that cannot be extinguished by a hand-held fire extinguisher or other means, you must raise the fire alarm immediately.
The following must be informed : fire brigade **Telephone 112**
4. The fire must be controlled using all available means. First of all, there are hand-held fire extinguishers available that are distributed in sufficient numbers throughout the buildings. These are the most important small extinguishing devices for controlling emerging fires. All residents should make sure they know where these fire extinguishing devices are kept.
5. All doors and windows must be kept closed in order to avoid a draught. They may only be opened if people are endangered by the occurrence of smoke.
6. Any electric lamps in the burning rooms, or in the rooms endangered by fire, must be switched on, even in daylight, since they facilitate the rescue work in the smoke-filled rooms.
7. Bring yourself to safety via the fire exits (escape balconies, emergency stairways). Do not use lifts!
8. Always bring endangered people to safety first. Only then should you contemplate rescuing property.
9. Always obey the orders of the fire brigade; support them in any possible way.