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General Terms of Tenancy

For the sake of readability, the term "tenant" refers to diverse, female and male residents of our housing complexes.

I. Use of leased property

1. The leased property in accordance with Section 1 of the tenancy agreement is leased to the tenant for temporary use and for the special purpose of studying. The specific characteristics of Section 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 Studierendenwerk.

II. Residence entitlement

1. Students registered at any of the higher education institutions served by the Studierendenwerk Osnabrück are entitled to reside in the student housing complexes administered by the Studierendenwerk. 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, non-completion).
4. The tenant is obliged to
 - a) **prove** their continued right to reside in the complex by submitting their 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 Studierendenwerk, after having issued a warning to no avail, may terminate the tenancy without notice for good cause in accordance with Section 543(1) BGB. In this case, the Studierendenwerk also reserves the right to terminate the tenancy subject to the contractual period of notice for good cause.

If proof is submitted belatedly, the termination may be revoked. There is no legal entitlement to such revocation.

- b) inform the Studierendenwerk as soon as the residence entitlement expires in accordance with Subsections 1 to 3.

III. Minors

If the tenant is a minor at the time of concluding the tenancy agreement, the tenancy agreement must also be signed by a parent or legal guardian. The lessor declares that it shall not assume any duty of supervision or care for persons requiring supervision or care on account of their being minors or on account of their mental or physical condition.

IV. 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 Section 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 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 their tenancy at the next possible date if their residence entitlement expires in accordance with Section II.
4. Ordinary termination by the Studierendenvorstand is not dependent on special circumstances. The Studierendenvorstand 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 10 semesters,
 - b) the tenant is no longer entitled to live there,
 - c) the tenant does not fulfil their 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 Section 2 of the tenancy agreement, the Studierendenvorstand 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. This provision applies to all cases of exceptional termination by the lessor for good cause as well as to cases of termination of the contract by mutual consent before expiry of the agreed term of the contract.
6. The right to termination of the tenancy (without notice) for exceptional reasons in accordance with statutory regulations remains unaffected for both parties. The Studierendenvorstand points out to the tenant that it will, in particular, terminate the tenancy without notice if the tenant does not fulfil their contractual obligations, despite appeals or warnings.

The tenants undertake not to disturb the domestic peace and to show consideration for each other. It is not permitted for tenants and their guests to harass other tenants with their opinions and philosophies of life, in particular to proselytise in matters of religion or ideology. Tenants shall not discriminate against other tenants, in particular on the grounds of gender, skin colour, origin, language, religion or ideology, impairment, age or sexual orientation; such discrimination may result in a warning and termination for exceptional reasons.

Gross violations of this obligation may justify termination without notice by the Studierendenwerk. In particular, any form of (sexual) harassment, threat or violence will not be tolerated and will lead to termination without notice.

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. Section 545 BGB does not apply.

V. 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 Studierendenwerk available to as many students as possible. The regular term of residence is principally 10 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 may, on application, receive a residence term extension of two semesters at the most. There is no legal entitlement to a residence term extension.

VI. Total rent and its components

1. Basic rent:

The basic rent, in accordance with Section 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 Sections 18 ff of the Decree on Housing Calculations (II. BV) as well as the rental and ground rent expenses of the Studierendenwerk 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 Studierendenwerk covers the fixed operating costs, in accordance with Section 3 of the tenancy agreement, that are calculated in accordance with Section 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 Section 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, 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 Studierendenwerk is obliged to charge rents that cover the costs. The Studierendenwerk does not receive subsidies for the running operation of the housing complexes. The Studierendenwerk 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 Studierendenwerk.

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. 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 Studierendenwerk 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.

VII. Tenants' supply contract

1. As long as the appropriate technical preconditions are given, the tenant must enter into their 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 Studierendenwerk from any obligations that may affect the Studierendenwerk due to supply contracts entered into by the tenant.

VIII. 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 their given account has sufficient funds. Costs incurred due to insufficient funds are charged to the tenant.
3. A reservation fee in the amount of the first two months' rent and the deposit has to be paid to the lessor before moving in if the tenant can credibly demonstrate that it was not possible to issue a SEPA direct debit mandate (e.g. in the case of tenants who live

abroad and who did not have an account with a German credit institution at the time of concluding the tenancy agreement). This does not apply to tenants of rooms allocated to higher education institutions served by the Studierendenwerk Osnabrück. The reservation fee will be credited as a deposit and rent after the beginning of the tenancy agreement.

4. In the event of delayed receipt of the rent payment for which the tenant is responsible, the Studierendenwerk shall be entitled to claim the damage caused by the delay from the tenant.
5. If the tenant falls behind with their 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 (Section 367 BGB).
6. The absence of the tenant does not exempt them from the obligation to pay the rent or from any other claims of the lessor (e.g. in the case of cost sharing for cleaning work).

IX. Deposit

1. At the beginning of the tenancy the tenant must pay a deposit of €500.00 or €600.00 (depending on furnishing) per place of residence (calculation factor in accordance with V, Subsection 4). For single apartments, the deposit amount is €800,00. The purpose of this deposit is to secure all demands of the Studierendenwerk arising from the tenancy.
2. After granting a SEPA direct debit mandate, the deposit shall be debited from the tenant's account 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 (fifth sentence of Section 551 (3) 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.
6. The deposit or the part of the deposit that has not been offset shall be transferred to an account to be named by the tenant after the end of the tenancy agreement. This claim shall expire six months after the end of the tenancy agreement if the deposit cannot be paid out for reasons for which the Studierendenwerk is not responsible, e.g. due to missing bank details.

X. Setoff/retention

1. The tenant may only set off demands for the rent with counterdemands or retain an amount if they inform the lessor in text form at least one month before the rent is due (Section 556 b II BGB).
2. The tenant is not permitted to set off against the deposit.

XI. Transfer of use to third parties/subletting

The tenant is prohibited from subletting the leased property, even in part, or from transferring it for use to third parties in any other way. Any infringement shall entitle the lessor to terminate the tenancy without notice.

If the tenant is absent from the place of residence for a longer period for study-related reasons, they can register their accommodation with the Studierendenwerk for interim

letting to another person who is entitled to reside there. The lessor may refuse to grant its permission for good cause. The Studierendenwerk shall not be liable for any damage to the tenant's inventory during the period of interim letting.

XII. Handing over the leased property / moving in

1. For the purpose of handing over the leased property, the tenant must arrange an appointment with the Studierendenwerk or the responsible caretaker for the joint handover of the leased property at least two weeks before moving in.
2. The leased property can usually only be handed over during office hours.
3. By signing the move-in report, the tenant acknowledges the condition of the leased property as being in conformity with the contract. Deviations from the move-in report must be communicated in writing within one week of the handover of the keys.
4. Any subsequent assertion of non-hidden defects and faults shall have no legal effect.
5. Any necessary basic repairs shall be carried out by the Studierendenwerk. The tenant has no right to claim that such work (e.g. painting) shall be completed by the start of the contract.

XIII. 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.

XIV. 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.
4. It is not permitted to carry out repairs to motor vehicles on the lessor's premises or in the immediate vicinity. In particular, any work that causes environmental pollution (e.g. oil changes) shall be prohibited.
5. Charging of electric vehicles (electric cars, electric bikes, electric scooters, etc.) is only permitted at designated charging points. It is strictly forbidden to charge such vehicles at generally accessible power sockets.

XV. Use of the internet

The tenant undertakes to comply with the conditions set out in the rules for accessing the network. The tenant shall have no claim against the lessor for a functioning network.

XVI. Keys

1. The tenant is obliged to take care of the keys given to them, 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 Studierendenwerk at the cost of the tenant, if they are responsible for the measure.

3. If a key is lost to a lock that is part of a locking system the Studierendenwerk 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.
6. The lessor shall not be liable for keys to the leased property being in the hands of unauthorised people. This does not apply to keys lost by the administration of the Studierendenwerk.

XVII. Inventory

1. The inventory included in the tenancy may not be swapped between leased properties.
2. Any inventory not required by the tenant may be stored appropriately by the tenant at the tenant's own risk and expense. The tenant shall be liable for any damage or loss. There is no entitlement to a reduction in rent if the inventory is not used. When moving out, the tenant shall fully return any stored inventory to the leased property in a good condition.
3. The lessor is not able to store any inventory.

XVIII. 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 their own property that they have brought into the leased property solely in the rooms rented by them or in certain rooms specially set aside for such a purpose. Any of their property that is not stored in the room leased by the tenant must be marked clearly with their name and tenant number.
3. The tenant expressly disclaims their 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 after the expiry of a two-month period. The items shall be stored by the Studierendenwerk until the deadline expires and can be removed by the tenant. The Studierendenwerk reserves the right to charge the tenant for the costs incurred by the storage.

XIX. House improvements/maintenance and cleaning obligations

1. The tenant is obliged to take care of and regularly clean the leased property, the communal 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 their leased property as well as in the jointly used rooms within a group

flat at their 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 Studierendenwerk 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.

XX. 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. This includes in particular the avoidance of noise. Noise-emitting devices must always be set to room volume. In using balconies, loggias, courtyards and gardens, the tenant must not disturb any other residents of the building or neighbouring residents.
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 Studierendenwerk 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 they are 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 they move 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.
8. Notices from the lessor shall be sent by email. The tenant is therefore required to regularly check the inbox of their email account without delay, to take note of any emails, and to notify the lessor of any changes to their email address.
9. The tenant undertakes to comply with the regulations on the protection of non-smokers. Smoking is not permitted in the rooms provided for use (bathroom, kitchen, communal room, corridor of the shared flat) or in the access corridors and on staircases.
10. According to the Circular Economy Act (KrWG), all tenants are obliged to follow the rules of waste separation.

11. No fasteners that leave behind damage may be used on walls, doors, windows or furniture.
12. It is strictly forbidden to bring in, install and operate private dishwashers, washing machines and tumble dryers.
13. The tenant is prohibited from moving into another room without authorisation.
14. To prevent moisture damage, the tenant undertakes to ventilate and heat the property adequately. It is strictly forbidden to dry laundry in corridors, communal rooms or staircases.

XXI. 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 them to prove that they are not to blame for the damage or loss.
2. The tenant is also liable for damage occurring that is caused by their family members, guests or other people who have a relationship with them who come into contact with the leased property at their instigation or with their 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 their own expense if they or their guests have brought in the vermin after the leased property was handed over to them.
5. The Studierendenwerk is only liable for damage to persons or objects of the tenant and their 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 Studierendenwerk and its vicarious agents.
6. The lessor shall not be liable for the improper delivery or loss of mail received or items delivered for the tenant.

XXII. 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.

XXIII. Structural alterations by the tenant

1. The tenant is not permitted to undertake structural alterations in the leased property.
2. In any case, the Studierendenwerk 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 they leave the property in a different condition after termination of the tenancy.

XXIV. Structural alterations and repairs carried out by the Studierendenwerk or the owner

1. The Studierendenwerk 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 eliminated 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 Section 555 a BGB, the lessor shall inform the tenant of them in good time beforehand; in the event of modernisation measures in accordance with Section 555 b BGB, the lessor shall inform the tenant of them at least three months beforehand in text form in accordance with Section 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 them.
3. In so far as the tenant must tolerate the work, they may neither reduce the rent nor exercise a right of retention nor demand compensation.

XXV. Entrance to leased property

1. The Studierendenwerk or its agent shall only enter the leased property if there is an objective reason, with the tenant's consent, at appropriate times of the day. An objective reason shall be deemed to be, in particular, repairs, necessary renovation work that cannot be postponed, such as the replacement of windows, as well as notice of danger or other imminent danger.
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, they shall be liable for any resulting damage.

XXVI. Central heating / hot-water supply / drinking water hygiene

1. If central heating is available in the respective housing complex, the Studierendenwerk is obliged to operate it between 1 October and 30 April.
2. The Studierendenwerk 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 Studierendenwerk 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 four weeks, upon return the stagnant water shall be ran off and the drinking water conduit flushed for around five minutes.
5. In the case of operating deficiencies for which the Studierendenwerk is not responsible, the tenant is not entitled to a rent reduction or compensation. The tenant is obliged to inform the Studierendenwerk of any disorders.

XXVII. Return of the leased property / moving out

1. For the purpose of returning the leased property, the tenant must make an appointment with the Studierendenwerk 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 Studierendenwerk their 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 Studierendenwerk 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 their personal belongings from the leased property and any other rooms that have been used.
5. The lessor is required to rent out accommodation seamlessly. This means that moving out and moving in must be possible within about four hours. It is the lessor's responsibility to decide whether the leased property and the assigned communal areas are ready for occupation, properly cleaned and vacated. With this in mind, the parties agree by way of clarification that in the event of non-fulfilment or poor fulfilment of the obligations pursuant to Subsection 4 and/or 5, the lessor may claim damages without the need to first set a deadline for performance or subsequent fulfilment. As such, the Studierendenwerk is entitled to have the leased property and the assigned communal areas (kitchen, bathroom, etc.) cleaned, as well as to remove or store any personal belongings left behind by the tenant at their expense.
6. The tenant is liable for all costs incurred by the Studierendenwerk from a delayed moving out, in particular also for the possible costs of accommodating the new tenant.
7. The tenant must inform the Studierendenwerk of their new address and of their bank account details for the possible reimbursement of the deposit and any other credit they 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.

XXVIII. Other agreements

1. All alterations and amendments to the tenancy agreement, including its components in accordance with Section 4, must be made in written form.
2. The right to refuse entry to housing complexes managed by the Studierendenwerk 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. They 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 Studierendenwerk reserves the right to equip publicly accessible spaces with optical/electronic equipment for specific purposes in accordance with the first sentence of Article 6(1)(e), Article 6(3) of the General Data Protection Regulation (GDPR) and Section 14 of the Data Protection Act of Lower Saxony 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 Studierendenwerk stores personal data required for the legitimate fulfilment of the tasks resulting from the administration of Student Housing and rent settlement (Article 6(1)(b) and (e) GDPR and Section 3 of the Lower Saxony Data Protection Act, NDSG).
5. It is pointed out that the Studierendenwerk 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 Studierendenwerk 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.

