


Guide to the rental conditions

 You can attach this guide to the “Mietbedingungen” document. This guide helps you to understand the rental contract for our dormitories. We will explain what each paragraph states. The document “Rental Conditions” is an appendix to the rental agreement – it is officially part of the agreement. It features a loose translation and is not legally binding.

I. General information

This paragraph states:

- » that the student services organization, as a landlord, has a legal obligation to support students by renting them accommodation at their place of study.
- » that tenants are therefore obliged to submit a certificate of enrollment to the landlord for the current semester by April 15 or October 15 of the year for the respective semester, thereby proving that they are actually students at their place of residence.

1. Use/rotation principle

This paragraph states:

- » that the rented premises are only rented temporarily and specifically for study purposes. The rules of the German Civil Code (BGB) for residential space apply to this rental. Certain sections such as §§ 557–561, 573, 573a, 573d (1), 575, 575a (1), 577, and 577a BGB do not apply in accordance with § 549 (3) BGB.
- » that the use of living spaces, connections (e.g. electricity) or common areas for business or profit-oriented purposes is not permitted.
- » that renting accommodation in student halls of residence constitutes indirect state support. As there are only a limited number of places available and as many students as possible should benefit from this, the accommodation is only rented out for a limited period of time – a maximum of 5 years.

2. Rules for rent payment

This paragraph states:

- » that tenants must have a bank account in the euro payment area during the rental period and allow the landlord to debit rent and other costs from this account via SEPA direct debit when the rental is signed. This permission can be revoked.
- » that tenants must ensure that there is enough money in their account so that the amounts due can be debited.
- » that the rent must be paid by the third working day of each month. If a direct debit authorization has been provided, the rent will be automatically debited from the specified account. If the debit fails, tenants must pay the resulting costs themselves. The landlord may also charge €5.00 for additional expenses and each additional reminder. Bank fees for chargebacks must also be paid in full by the tenants.
- » that if no valid SEPA mandate is available, all payments must be transferred

to the landlord's specified account. The name and personal identification number must be specified as the purpose of the transfer.

3. flat-rate operating costs

This paragraph states:

- » that, in addition to the rent, tenants must also pay operating costs. These are calculated as a monthly flat rate for one person and cover all standard operating costs.
- » that the landlord may change the flat rate if the actual costs increase or decrease. In the event of an increase, the landlord must state the reason in writing. The new flat rate applies from the 1st of the month following the notification.
- » that, if another person lives in the rented space (see section 6), an additional operating cost flat rate is charged.

4. Deposit

This paragraph states:

- » that the deposit serves as security for the landlord and does not earn interest.
- » that the landlord settles any outstanding claims with the deposit at the end of the tenancy. The remaining amount is transferred to an account specified by the tenant approximately six weeks after the end of the contract. The landlord is not required to obtain the tenant's address or account details.
- » that the landlord may deduct bank charges from the deposit amount for international transfers. During the rental period, the deposit may not be offset against claims against the landlord.

5. Handover of the rented room

This paragraph states:

- » that The apartment can be taken over on the first day of the rental period from 2 p.m. onwards. To do so, you must present your rental agreement and ID. If the start of the rental period falls on a public holiday, Saturday or Sunday, the handover will take place on the next working day.
- » that the keys will be handed over by the landlord's representative when you move in. If you move in outside of business hours, the keys will be stored in a key safe that can be opened with a code.
- » that the lessor grants the use of the rental object in the condition in which it was handed over.

- » that lost keys must be reported immediately. If the loss or damage was caused by the tenant, the tenant must pay for the replacement, lock replacement, or new locking system.

6. Transfer of rented rooms to third parties

This paragraph states:

- » that subletting or transferring the rented room to other persons (even partially) is only permitted with the landlord's consent. This also applies if someone temporarily moves into the apartment. In the event of a violation, the landlord may terminate the contract without notice after giving a warning.
- » that the rented space may be transferred to another person for a maximum of 12 months during the semester break or in the event of prolonged absence. To do so, the tenant requires the prior written consent of the landlord. A one-time administrative fee of 25.00 € is payable for this. The landlord may only refuse permission for good cause.

7a. liability of the Landlord

This paragraph states:

- » that the landlord is not automatically liable for defects that already existed when the contract was concluded. Otherwise, the provisions of law apply.

7b. Liability of the tenant

- » that tenants must treat the apartment and common areas and facilities with care. Damage to the building or rented space must be reported immediately. If further damage occurs as a result of delayed reporting, the tenants will be held liable.
- » that tenants must clean the apartment regularly, heat and ventilate it properly, and protect it from frost. If they are negligent in doing so and damage occurs as a result, they are liable for it. This also applies to damage caused by roommates, guests, or other persons who are in the apartment at the tenants' request. Such damage must be reported to the landlord immediately.
- » that tenants are at fault if they fail to report a defect even though it is easy to identify – even without prior knowledge.
- » that tenants must pay for damage caused by late or incorrect return of the rented space – if they are responsible for it.
- » that tenants must return the apartment at the end of the rental period with all inventory intact.

- » that if inventory items are lost or damaged during the rental period or when moving out, tenants must compensate the landlord for the damage – if they are responsible for it.

- » that if damage is caused by a violation of the house rules, tenants must compensate for it

- » that personal belongings should be kept safe. The Studierendenwerk is not liable for any loss.

8. Building alterations

This paragraph states:

- » that tenants must allow necessary or reasonable work to be carried out by the landlord on the house or in the apartment – especially if it is for safety reasons. The rooms affected must be accessible and the work must not be obstructed. Anyone who fails to comply with this may be held liable for damages.
- » that tenants may only make structural changes or alterations to the rented space or its fixtures with the written permission of the landlord.
- » that if tenants have made structural changes, they must restore the apartment to its original condition when they move out—even if the landlord has given prior consent.

9. Setting up devices

This paragraph states:

- » that the installation of third-party equipment, e. g. air conditioners, dishwashers, washing machines or technical systems, e. g. in sanitary areas, is not allowed.
- » that exceptions may be made if there are special reasons, such as severe disability or the need for care. In such cases, the landlord may give permission.

10. Use of common areas

This paragraph states:

- » that common areas that are not part of the rented apartment may be used by tenants – but only if there is space available and it is appropriate for the purpose. There is no automatic right to use these areas.
- » that common areas, hallways and other rooms that are also accessible to visitors or third parties may be entered by the landlord at any time without prior notice. The same rule applies to rooms not included in the lease but allowed for the tenant's use.

11. Entering the rented space

This paragraph states:

- » that the landlord may only enter the apartment with the consent of the tenants. A viewing must be announced at least 48 hours in advance – unless there is an emergency. Planned repairs must be announced at least two weeks in advance.

- » that only in cases of imminent danger or emergencies (according to § 229 BGB) the landlord may enter the rented space without the consent and in the absence of the tenants.

- » that if tenants refuse access to the rented space or are not present at the agreed time without good reason, they must pay any costs incurred as a result (e.g., for tradespeople).

- » that if tenants are unable to be present at an announced appointment and cannot appoint anyone else to be there, they can give the landlord written permission in advance to enter the apartment in their absence.

- » that in certain cases, tenants must give the landlord or his representatives access to the rented space – especially to rooms that are only accessible to them or a specific group (e.g., shared apartment or hallway):

1. During normal working hours to check the condition of the apartment
2. After giving notice, to take water samples if required by law or ordered by the authorities
3. For repairs, maintenance or construction work in the apartment
4. At any time if there is a danger to life or health
5. At any time to prevent, investigate or repair major damage or defects in the house.

6. After giving notice if the landlord wishes to re-let the apartment

7. After termination or shortly before the end of the lease to inspect the apartment

8. By appointment or after giving notice, on weekdays during normal working hours for a preliminary inspection before moving out

12. Ordinary termination of the lease

This paragraph states:

- » that the tenancy automatically ends on the date specified in the contract – no notice of termination is required.

- » that contracts with a term of less than 12 months cannot be terminated, as they have a fixed term.

- » that tenants can terminate contracts with a term of 12 months or more – but only on specific dates: For the summer semester: by June 30 or July 31 at the latest. For the winter semester: by December 31 or January 31 at the latest. The exact dates depend on the semester schedule of the university at which the tenants are enrolled.

- » that the landlord can terminate the contract prematurely if tenants are no longer entitled to the accommodation – e.g. after 5 years of tenancy, without proof of study at the place of residence or if no certificate of enrolment is submitted despite being requested to do so.

- » that at the end of the contract or upon termination, the apartment must be vacated by 10.00 a.m. on the last day at the latest. If this day is a Saturday, Sunday, or public holiday, the apartment must be handed over on the working day before.

- » that those who are exmatriculated may not terminate the contract without notice. Instead, the contract can be terminated with 6 weeks' notice to the

end of the month – after the exmatriculation certificate has been submitted.

13. Extraordinary termination of the lease

This paragraph states:

- » that both parties may terminate the lease agreement extraordinarily (without notice) if continuation is unacceptable due to serious or repeated violations of the agreement.

- » that the landlord may terminate the agreement without notice if:

1. The rent is not paid for two consecutive months or over a longer period of time, such that two months' rent is outstanding.
2. The apartment is used improperly, e.g. if it has been sublet to others without permission despite a warning.
3. Tenants repeatedly violate the house rules and do not improve their behavior even after a warning.
4. The right to reside in the apartment is revoked, e.g. if proof of study is no longer provided and the certificate of enrollment has not been submitted despite a request to do so.

- » that in the event of termination without notice, tenants must continue to pay rent until the apartment is re-let or the tenancy would have ended normally. The amount of this payment corresponds to the usual total rent.

14. Obligations of the contracting parties upon termination of the lease

This paragraph states:

- » that at the end of the tenancy, the apartment must be completely vacated, swept clean, and returned with all keys and inventory items.

- » that no later than 6 weeks before the end of the tenancy, tenants must arrange an appointment for a preliminary inspection with the responsible staff. They must allow this inspection to take place. During the inspection, the property will be checked for damage or necessary repairs. These must then be completed before moving out.

- » that if the defects have not been repaired by the time of moving out, the landlord may carry out the work himself (or have it carried out) and charge the costs to the tenants – without prior notice.

- » that at the end of the tenancy agreement, the apartment must be returned. Tenants must be present or send an authorized representative. The hand-over report must be signed. If tenants are not present despite having been invited in advance, the landlord will draw up a one-sided report on the condition of the apartment. This will be sent by email to the last known address. Tenants can submit objections or additions in writing within 5 working days. If no response is received, the report is deemed to have been accepted.

- » that the exact return date must be agreed with the landlord at least one week in advance.

- » that all keys – including any additional ones made – must be returned to the landlord's representative when moving out.

- » that in order to clarify any open questions after moving out, tenants must provide the landlord with their new address or that of their representative.

House rules

II. House rules

Living together in a residence requires mutual consideration. All residents are obliged to behave in such a way as to avoid causing nuisance, danger, or disturbance to others. Our residences are home to tenants with different lifestyles, cultural backgrounds, and daily routines. Respectful and fair treatment, mutual understanding and tolerance form the basis for good living. This includes refraining from avoidable noise, keeping communal areas clean and tidy and being considerate of the needs and quiet hours of fellow residents. Every tenant is responsible for making sure that living together is pleasant, safe and supportive for everyone.

1. Noise pollution must be avoided and nighttime quiet hours must be observed. In Germany, these are from 10 p.m. to 6 a.m. Even outside these hours, a reasonable noise level must be maintained.
2. Smoking is prohibited in shared rooms, corridors, etc.
3. Buildings, inventory, facilities, and communal areas must be treated with care and respect.
4. The affixing of posters, pictures, stickers, banners, signs, etc. outside the rented room is only permitted with the landlord's consent.
5. Doors and windows must be closed properly when leaving the rental room, especially when severe weather is predicted.
6. If the rental room is left unattended for a longer period of time, the heating must be turned down and the windows must be closed.
7. For safety reasons, the front door or floor door/apartment entrance door must always be closed.
8. Door keys must be kept in a safe place. If a key gets lost, the dormitory staff must be notified immediately.
9. The lock installed by the landlord may not be replaced by another lock.
10. Tenants are solely responsible for cleaning the rented and co-rented rooms and facilities.
11. No trash may be thrown into the toilets.
12. No grease may be poured into the washbasins or sink, and no rubbish, food leftovers or cigarette butts may be thrown into them. Washbasins and sinks are to be used for cleaning purposes only.
13. Blockages in sanitary facilities due to incorrect use must be avoided at all costs.
14. Dirt marks in toilets and showers must be removed after each use.
15. Machines for washing and drying laundry are available in the communal facilities for a fee.
16. To prevent moisture damage and mold growth within the rental rooms, the drying rooms, dryers or the outdoor areas provided must be used.
17. The use of washing machines and dryers in the communal facilities is reserved exclusively for tenants of the respective dormitory.
18. The installation and/or assembly of third-party appliances, such as washing machines, dishwashers, air conditioners, electric heaters etc., within the rented rooms is not permitted.
19. External antennas must not be installed.
20. Only the marked roads and paths may be used. No private trails may be created.
21. Motor vehicles, bicycles, or electric vehicles such as scooters may only be parked in the designated parking spaces (parking lots, bicycle storage rooms).
22. Parking motor vehicles that are permanently unused or not registered with the police on the landlord's property or in the residential complexes is strictly prohibited. Vehicles or bicycles that are parked in violation of this rule may be removed at the owner's expense after a prior request to remove them.
23. Carrying out repairs on motor vehicles on the landlord's premises or in the immediate surrounding area that cause a nuisance to others is not permitted. In particular, all work that causes environmental pollution (e.g., oil changes) is prohibited.
24. Pets, with the exception of small animals such as ornamental birds, ornamental fish, hamsters, turtles, etc., may not be kept without the landlord's consent. Consent shall be refused or may be revoked if the animals disturb other residents or neighbors or if there is reason to fear that they will cause damage to the tenants or the property.
25. Common areas: Common areas that are not rented according to the lease agreement but are designated for shared use must be treated with care by tenants.
26. Only tenants whose rented rooms are assigned to these areas are permitted to use the common areas and their facilities. Visitors are only permitted access in the presence of tenants.
27. Tenants are solely responsible for cleaning the rented and co-rented rooms and facilities, including common areas such as kitchens, TV rooms, bathrooms, and hallways. The additional cleaning companies are only there to provide support.
28. Cleaning companies must not be prevented from doing their work. If communal facilities have been used, they must be left in a clean condition.
29. Particular attention must be paid to the hygiene of refrigerators/freezers and kitchen cupboards. These must be cleaned regularly.
30. Tenants are obliged to keep the rented space free of vermin. Vermin infestation constitutes a defect that must be reported immediately. If vermin infestation is detected in the dormitory, the rooms must be made accessible to the landlord so that the infestation can be eliminated as quickly as possible.
31. Tenants are obliged to follow the instructions on proper heating and ventilation.
32. Water, hot water, electricity and heat energy (heating) should be used sparingly.
33. If problems such as mold growth, damp patches on walls or mildew stains occur, these are warning signs and must be reported immediately.
34. Tenants are obliged to ensure that, in the event of an absence of more than 4 weeks, the water is left running for 5 minutes at every tap in the rented room in order to prevent the risk of legionella formation.
35. Fire safety regulations must be observed and escape routes such as stairwells and corridors must be kept free of all objects. Escape and fire escape stairs may only be used in an emergency.

- » Optimal cross ventilation (windows in opposite rooms are opened fully at the same time)
- » Avoid prolonged ventilation (more than 10 minutes) during the heating season, as this causes the walls and furniture to cool down and increases the heating energy requirement and heating costs for reheating.
- » After cooking and showering (moisture peaks), the resulting moisture must be removed to the outside as quickly as possible by using shock/cross ventilation.
- » Houseplants increase humidity in the room. The number of ventilation cycles should therefore be increased.
- » Switch off the radiator when the window is open.
- » If your rented space has a ventilation system, it may be possible to skip window ventilation entirely. Additional window ventilation is required during periods of high humidity.

Correct heating

To prevent moisture damage and mold growth, it is important to combine ventilation and heating. Mold growth poses a health risk.

During the heating season (approx. October – April), the following instructions should be observed:

- » In living rooms, dining rooms, kitchens, and bathrooms, a temperature of approx. 20°C should be maintained during the day and at least 16°C at night. Temperatures should not fall below these levels for long periods of time.
- » Exceeding the recommended room temperature should be avoided in the interests of sustainability and to reduce heating costs. Every degree costs money and increases CO₂ emissions.
- » Rooms with different temperatures should be separated from each other by closing interior doors or curtains.
- » The heat output of the radiators should not be obstructed by furniture, curtains or similar items.
- » When you are away, you should never turn the heating off completely during the day. A reduced base temperature reduces the risk of moisture damage and lowers heating costs.

The tenant agrees to the rental agreement, the general rental conditions and the house rules under the conditions listed.

III. Heating and ventilation

To avoid moisture damage in your rented room, please observe the following instructions:

Correct ventilation

Ventilation replaces warm, humid indoor air with cooler, drier outdoor air. All rooms must be properly ventilated at least 2–3 times a day for 5–10 minutes:

- » Shock ventilation (open windows wide, don't just tilt them)