



## **Section 2 Use of the rented property**

- (1) The rented premises (in the case of rooms, without kitchen but with associated kitchenette) are let for residential purposes for temporary use and for the particular purpose of studies at the city/town of his university<sup>1</sup>; any entitlement will lapse on interruption or termination of studies at the university.
- (2) The Tenant is allowed to use rooms intended for communal use in accordance with the intended purpose.
- (3) The Tenant is obliged to accept replacement accommodation of a similar type and size in the event of serious circumstances such as burst pipes or other damage rendering the accommodation no longer habitable.

## **Section 3 Principle of rotation**

The Tenant acknowledges that there is a justified interest in the agreed termination of the lease agreement as the provision of rented accommodation in student residential complexes constitutes indirect public funding, and as many students as possible should be provided with a publicly funded room as a result of the principle of rotation owing to the limited number of places available in student residential complexes.

## **Section 4 Withdrawal (before start of tenancy)**

If the Tenant withdraws from this agreement before the start of tenancy – for whatever reason – (s)he undertakes to pay one month's rent.

Should it prove possible to rent out the room immediately (with no loss of rent), the payment obligation will be limited to a flat-rate administrative fee of €40.00. The notice period in accordance with Section 5 will apply after the start of tenancy.

## **Section 5 Termination (Tenant)**

- a) Only applies to students at the **University**  
The Tenant can only give notice of termination of the lease agreement as per 31 January or 30 September. The applicable notice period is two (2) months. Notice of termination must be given in writing.
- a) Only applies to students at the **University of Applied Sciences**  
The Tenant may only terminate the lease agreement as per 28/29 February or 31 August. The notice period is two (2) months. Notice of termination must be given in writing.

## **Section 6 Ancillary costs / allowances / interest on heritable building rights**

- (1) Irrespective of actual use of the individual services, the Tenant must pay, in addition to the basic rent, a proportion of the ancillary costs in terms of Section 27 II. BV (Regulation governing calculations for residential accommodation) and Sections 1, 2 BetrKV (Regulation governing operating costs), as applicable and amended at the time, or its successor regulation unless these costs are specifically recorded and calculated individually. The Tenant agrees to make monthly advance payments towards these costs.
- (2) It is agreed that any changes in cost caused by legal or other official regulations, changes in interest rates for loans or interest on heritable building rights or the discontinuation of public subsidies, as well as changes in or the introduction of incidental costs and property levies of any kind, will be included in the rent from the date of enforcement.
- (3) The Landlord will prepare a statement of account listing the ancillary costs for the residential complex together with the advance payments made after the end of each financial year. The Landlord will allocate all types of ancillary cost to the Tenants of the residential complex in proportion to their time of residence. The costs for heating, which will be allocated on the basis of the relevant living area, will be excluded from this. Should the Tenant move out during the financial year, the ancillary costs will be allocated with the next due statement of account in the proportion of the lease period to the financial year. Any shortfall must be settled by supplementary payment; any excess will be reimbursed. Insignificant amounts of less than € 5.00 will be written off. A correspondingly higher advance payment will be fixed if the advance payment no longer covers the actual ancillary costs as a result of cost increases.

## **Section 7 Payment of rent**

- (1) The rent is due each month in advance, by the working day five (5) at the latest.
- (2) The total amount to be paid will be debited from a bank account specified by the Tenant. The Tenant undertakes to provide a SEPA direct debit mandate for the period of residence. The Tenant agrees to cover any costs resulting if the direct debit cannot be executed.
- (3) The Landlord is entitled to charge a flat-rate administrative fee of € 5.50 for each reminder that payment is overdue.
- (4) The payment of rent may be deferred by one (1) month on written request for well-justified reasons. The request must be submitted to the Landlord prior to the due date.

## **Section 8 Deposit**

- (1) No interest will be paid on the deposit. The Tenant may not offset the deposit against claims for payment on the part of the Landlord during the period of the lease agreement. The Landlord will make every effort to repay the deposit within six (6) weeks after issuing the final statement of account; there is no legal entitlement to compliance with this deadline. It will expire six (6) months after presentation of the final statement of account if repayment cannot be made for reasons for which the Landlord cannot be held responsible.
- (2) The deposit will be used to settle claims on the part of the Landlord against the Tenant that remain open und unsettled after the end of the lease agreement. The repayment of the deposit does not affect the assertion of claims in accordance with Section 6 paragraph 3.

## **Section 9 Termination (Landlord) with period of notice**

- (1) The Landlord is entitled to terminate the lease agreement in writing to the end of each month with a period of notice of two months if the Tenant
  - a) is not enrolled at the place of study or is not taking his final degree exams,

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<sup>1</sup> For the sake of simplicity, the text that follows may use only the male form. This agreement is always deemed to refer to males and females, however.

- b) fails to present a certificate of study for the winter semester by 15 November or for the summer semester by 15 May, or a certificate of registration for final degree exams indicating the likely end of the exams,
  - c) repeatedly breaches the terms of the lease agreement or the house rules, where such breaches do not give cause for immediate termination,
  - d) does not receive any 'BAföG' (state aid for studies) or has regular income exceeding the amount defined in Section 13 BAföG in the respective valid version by more than 10 per cent.
- (2) A flat-rate administrative fee of € 70.00 will be charged if a new lease agreement has to be concluded for reasons caused by the Tenant.

#### **Section 10 Termination (Landlord) without period of notice**

The Landlord may terminate the lease agreement immediately without notice if the Tenant

- a) does not use the rented property himself/herself unless the Landlord has given prior consent to temporary subletting during the absence of the Tenant,
- b) causes a serious breach of the lease agreement or the house rules, or disturbs the peace of the house,
- c) is in default of payment of an amount totalling the rent due for two months.

#### **Section 11 Central heating**

The Landlord is obliged to operate the existing central heating in the period from 1 October to 30 April where the outside temperatures render this necessary. The Landlord shall not assume any guarantee for uninterrupted heating or provision of warm water in accordance with the agreement. A partial or complete suspension of the heating or provision of warm water caused by a scarcity of fuel shall not entitle the Tenant to assert claims for a reduction of rent or for damages. This also applies to any kind of necessary or unavoidable interruptions to operation.

#### **Section 12 Landlord's liability**

The Landlord will only be liable for personal injury or material damage caused to the Tenant or his visitors and for property belonging to the Tenant if the Landlord or his agents are at fault.

Any claim for damages arising from the Tenant being unable to occupy the residential unit indicated in the lease agreement on time will be limited to the Landlord having to provide an alternative room. Further claims shall be excluded.

#### **Section 13 Tenant's obligations**

- (1) The Tenant undertakes to treat the rented property and the rooms, facilities and equipment intended for communal use with due care and consideration. (S)he must ensure that the rented property is duly being cleaned and that the rooms placed at his/her disposal are sufficiently ventilated and heated.

The Tenant must notify the Landlord immediately of a not merely insignificant defect in the rented property or of the necessity of precautions to protect the rented property from an unforeseen risk or danger.

The Tenant will be liable for damage arising from a culpable breach of the aforementioned duty of care and notification, especially when technical equipment and other facilities are treated inappropriately, or when the rooms placed at the Tenant's disposal have been insufficiently ventilated, heated or protected against frost. The Tenant must prove that (s)he is not at fault; this does not apply to damage to rooms, facilities and equipment used jointly by several Tenants.

- (2) At the end of the term of the lease agreement, the Tenant must return the rented property with a complete inventory of contents in a cleaned, well-swept and defect-free condition by 10:00 a.m. on the last working day (Monday to Friday) of the term of the lease agreement. The Tenant will be liable for any damage caused for the Landlord or new Tenant from failure to observe this provision up to the time of acceptance. This liability extends until the return of the keys to the building management. Should the Tenant fail to return the rented property in the agreed condition on the agreed date, (s)he herewith waives his/her right to subsequent rectification and declares his/her consent to the Landlord having such rectification performed by a third party, with the costs having to be borne by the Tenant.
- (3) The Tenant will be given keys for the lease period when (s)he moves in. Should a key be lost, or if not all keys have been returned to the Landlord when the Tenant moves out, the Landlord is entitled to have the keys in question, and all associated locks, changed or replaced by new ones at the Tenant's expense. The Tenant is not entitled to replace locks installed by the Landlord with others or to have additional (duplicate/replacement) keys made.
- (4) The Tenant is obliged to show the other Tenants due consideration and to conduct himself/herself in accordance with the house rules.
- (5) The Tenant is liable for damage caused by his/her guests; (s)he is responsible for the conduct of his/her guests.
- (6) When repairing damage, the Tenant must follow the instructions of the Landlord.
- (7) The Tenant is not allowed to sub-let the room or allow other persons to live there without the Landlord's prior written consent.
- (8) The Tenant undertakes to provide proof of his/her identity to the Landlord or to the Landlord's representatives on request by presenting his/her identity card.

#### **Section 14 Handover record / construction moisture / Internet**

- (1) When moving in, the Tenant shall acknowledge the due and orderly state of the rented property in accordance with the handover record unless (s)he has informed the Landlord of defects in writing within 14 days of moving in.
- (2) If the student residential complex is a new building completed recently, the Tenant agrees to waive any and all claims to a reduction in rent due to normal defects or damage due to natural construction moisture.
- (3) An Internet connection to the relevant data centre of the University or University of Applied Sciences, or the provision of Internet to the residential complex by a private provider, does not form part of the lease agreement. The Landlord cannot be held liable for any system outages or data loss that may occur – irrespective of the duration and cause. The Tenant agrees to any costs incurred in association with the Internet connection for the residential complex being settled with the ancillary costs independent of actual individual use.

### Section 15 Tenant's obligation to tolerate

- (1) The Tenant must ensure that the Landlord's agents are able to enter the rented property on justified grounds even in his/her absence.
- (2) The Landlord may undertake repairs and structural changes that are necessary to maintain the building, to avert impending danger or remove damage, even without the Tenant's consent. This also applies for other types of repair after prior notification to the Tenant. The Tenant must, in particular, tolerate pest control measures necessary to protect the residents.
- (3) The Tenant, who must tolerate this work within an appropriate period, may not reduce the rent, exercise any right of retention or claim damages for impairment.

### Section 16 Eviction by the Landlord

On termination of the lease agreement, the Tenant must vacate the rented property by 10:00 a.m. on the last working day (Monday to Friday) prior to expiry of the agreement. Should the Tenant fail to meet this obligation, the parties hereto agree that the direct right of possession to the rented property will pass to the Landlord and that the Landlord, following an unsuccessful request for the property to be vacated, is entitled to re-let the rented property after three days and put any items introduced by the former Tenant into storage. The former Tenant explicitly declares that (s)he will transfer ownership to the items stored to the Landlord after six (6) months.

### Section 17 Transfer of ownership

- (1) The Tenant herewith explicitly declares that (s)he will transfer possession and ownership of unmarked items left behind in generally accessible rooms and storage areas in the residential complex to the Landlord.
- (2) The Landlord is entitled to have unregistered or abandoned motor vehicles parked on the grounds of the residential complex scrapped at the expense of the Tenant.

### Section 18 Registration obligation

Anyone moving into a flat must register with the authorities within a week of moving in in accordance with the Bavarian Registration Act (BayMeldeG); moving out is also subject to deregistration. The Landlord is obliged to cooperate with registration and deregistration. A copy of the confirmation of registration must be sent to the Landlord within two (2) weeks.

This lease agreement contains the basic details of the Landlord's confirmation.

### Section 19 Miscellaneous

- (1) The list of ancillary costs (Appendix 1) and the currently valid house rules and fire drill (Appendices 2 and 3) are integral parts of this agreement. The Tenant herewith declares that (s)he has been handed out these as appendices to this lease agreement.
- (2) Written statements of intent on the part of the Landlord are deemed to have been served to the Tenant when they have been dropped into the Tenant's letterbox in the residential complex.
- (3) In the event that any provisions of the lease agreement prove to be invalid, the other provisions will retain their validity. A replacement provision achieving the same economic or legal outcome within legally allowed limits will be deemed to be agreed.
- (4) The administrative processing of the application for rooms in a student residential complex and the lease agreement means that it is necessary to process personal data electronically.
- (5) Any supplementary agreements will only be valid if set down in writing and signed by the Landlord and the Tenant.
- (6) The place of jurisdiction is Regensburg.
- (7) The Tenant confirms that (s)he received a copy of the energy certificate for the residential complex prior to the conclusion of the lease agreement.
- (8) The Tenant undertakes to familiarise himself/herself with the emergency fire exits immediately after moving in.

\_\_\_\_\_, \_\_\_\_\_ (date)

Regensburg, \_\_\_\_\_ (date)

Tenant:

Landlord:  
**Studentenwerk Niederbayern/Oberpfalz**  
Managing Director  
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\_\_\_\_\_  
(Department Manager)

## **Appendix 1: List of ancillary costs as per Section 27 II. BV (Regulation governing the calculations for residential accommodation) and Sections 1, 2 BetrKV (Regulation governing operating costs)**

1. Regular public land charges
2. Costs for water provision
3. Costs for drainage
4. Costs for
  - a) running the central heating system including the exhaust gas system
  - b) running the fuel supply system
  - c) the independent commercial provision of heat
  - d) cleaning and maintaining heating systems for individual floors and individual gas heating appliances
5. Costs for
  - b) running the central water supply system
  - c) the independent commercial provision of warm water
  - c) cleaning and maintaining water heating appliances
6. Costs for a combined central heating and warm water supply system
7. Costs for operating mechanical lifts for passengers and goods
8. Costs for street cleaning and rubbish collection
9. Costs for cleaning the building and for pest control
10. Costs for garden maintenance
11. Costs for lighting
12. Costs for chimney sweeping
13. Costs for property and liability insurance
14. Costs for caretaking
15. Costs for
  - b) running the shared antenna system
  - b) running the distribution system connected to the broadband cable network
16. Costs for running washing machines
17. Miscellaneous costs
  - a) Electricity costs
  - b) Costs for waste disposal chutes, waste volume measuring systems
  - c) Costs for mechanical waste disposal systems, waste compressors, waste extraction systems
  - d) Costs for cleaning roof gutters
  - e) Costs for maintaining and refilling fire extinguishers
  - f) Costs for monitoring and checking lightning conductor systems
  - g) Costs for running shared telephone systems
  - h) Costs for radio, television and GEMA performing rights fees (NOTE: do not cover individual licence fee obligations)
  - i) Costs for running oil heaters
  - c) Costs for cleaning and maintaining oil tanks
  - k) Costs for running fire alarm systems
  - l) Costs for Internet provision

## Appendix 2: House rules

### 1. Peace and quiet

Living together with other students requires mutual respect to be shown. We would like to point out in this regard that Tenants in a student residential complex are not required to put up with higher levels of noise from fellow students. All Tenants are therefore required to avoid any disturbance to communal life. It is especially important to observe periods of peace and quiet. Peace and quiet must be assured in private rooms and rooms intended for communal use (e.g. kitchen, TV room etc.) between 10:00 p.m. and 6:00 a.m. Unavoidable noise disturbance must be kept to a minimum. Preventable noise disturbance (e.g. slamming of doors, ascending stairs loudly, clattering about) must be avoided. Care must also be exercised to keep room noise at reasonable levels outside the night-time quiet times. The Tenant is responsible for the conduct of his/her guests.

### 2. Cleanliness, waste, pests

Tenants are required to ensure that their rooms and all rooms intended for communal use are kept clean and tidy. In some residential complexes it is possible to borrow a vacuum cleaner from the caretaker. Each Tenant is responsible for fittings and fixtures in his/her room and in communal rooms. Each group of Tenants sharing a communal kitchen must ensure that refrigerators are cleaned at regular intervals and that leftover food is removed. Any freezers must be defrosted regularly (at least once before each semester vacation). Waste should be avoided wherever possible. Accumulated waste, separated recyclable materials and possibly organic waste must be removed at regular short intervals. Specially marked bins are provided for waste disposal in the courtyard. Wherever possible, opened packs of foods should only be stored in sealable containers, since uncovered leftovers can attract pests. The caretaker must be informed immediately if you discover pests. Tenants are not allowed to keep pets.

### 3. Measures against particular risks (water, frost, fire)

Windows must be closed when it rains, especially those on the weather side. We would also ask you to ensure that no water damage occurs when using the sanitary facilities. If there is the threat of frost, appropriate measures must be taken to prevent water pipes, radiators, heating pipes etc. from freezing (close windows, where necessary heat rooms). This also applies if the rented property is not used during the cold season. However, necessary energy-saving measures must be observed for the general good; you can find tips in our leaflet "Energy-saving tips". In the event of prolonged absence (more than one week), we would ask you to run the warm water in the kitchen and in the showers for about 1 minute on your return as bacteria (e.g. legionella) can multiply in water that stands for some time. The fire service, the caretaker and the Students' Association for Lower Bavaria and the Upper Palatinate (Niederbayern/Oberpfalz) must be informed immediately in the event of fire; you can find details in APPENDIX 3 – In the Event of Fire. Petrol and other highly combustible and explosive materials (e.g. methylated spirits, bottled gas etc.) may not be stored anywhere in the residential complex.

### 4. Electrical devices, antennas, fixtures

The use of electrical appliances such as cooking rings, immersion heaters, washing machines, irons etc. is not permitted in rooms for safety reasons. Additional refrigerators or freezers may only be used in rooms after prior consent from the Students' Association. Radios and televisions may only be used if they are technically safe and approved for use in Germany. Small electrical appliances such as bread slicers, kettles toasters etc. may only be used in kitchenettes if they are technically safe, approved for use in Germany and are marked with the owner's name. It is not allowed to use deep fat fryers for safety reasons (increased risk of fire). Radios and televisions in kitchenettes must be registered by the owner (Tenant) with the licensing service (formerly GEZ) and clearly marked with name and room number. The Tenant himself/herself is responsible for paying the licence fee to the licensing service for his rented room. The Landlord is entitled to remove electrical devices that are not marked with their owner's name. It is not permitted to install antennas, in particular satellite dishes, radio aerials etc. Tenants are not permitted to make structural changes, in particular alterations and fixtures, fittings and the installation of security locks, to replace door cylinders or to drill holes.

### 5. Hallways, corridors and staircases

It is not allowed to leave or store objects of any kind such as bicycles, laundry drying racks, boxes, rubbish sacks etc. in hallways, staircases and corridors intended for the general use of Tenants. As escape and rescue routes, they must be kept clear at all times! As a matter of principle, posters, pictures, stickers etc. may not be affixed to walls in hallways, corridors and staircases.

### 6. Balcony, loggia, patio

Floor drainage on balconies must always be kept free of blockages. It is forbidden to barbecue or have open flames (e.g. party torches) on balconies and roof patios without exception. It is not allowed to keep bicycles on balconies as carrying them up and down stairs and through hallways quickly damages the paint on the walls.

### 7. Wheeled devices and cars

It is not allowed to ride any type of wheeled device, in particular bicycles or inline skates, in the residential complex. It is not permitted to wash or repair motor vehicles on any land owned by the Students' Association for Lower Bavaria and the Upper Palatinate (Niederbayern/Oberpfalz). Motor vehicles may only be parked in spaces provided for that purpose.

### 8. Washing and drying rooms

Washing times are 7:00 a.m. to 10:00 p.m. The Landlord assumes no liability for theft of or damage to laundry in the washing and drying rooms. The Landlord also assume no liability for defective washing machines and dryers. The special rooms intended for the purpose – where present – must be used for washing, drying and ironing.

### 9. Bicycles

Bicycles must be marked as still in use in accordance with the Landlord's instructions so that abandoned and dilapidated bicycles can be disposed of at a fee. The Landlord will instruct on how to mark them once a semester.

## 10. Smoking

In accordance with section 2 paragraph 5 of the Health Protection Act (GSG), smoking is prohibited in all communal areas (e.g. staircase, hallways, kitchenettes, communal rooms etc.).

## 11. Miscellaneous

All fixtures and fittings in the flats and the communal areas must be treated with care. Fixtures and fittings may not be exchanged between individual rooms. No furniture (e.g. sofas, armchairs etc.) may be introduced to the communal rooms (e.g. kitchenettes, lounges etc.). The loss of door keys and keys for parking spaces must be reported to the Landlord immediately. One duvet and one pillow with appropriate bed linen are available for each flat (only issued on request); the Tenant is responsible for keeping them clean.

# Appendix 3: In the Event of Fire

## What to do if a fire breaks out:

1. Keep calm.
2. Activate the alarm in the building and inform the fire service (break the glass on a fire alarm and call 112) irrespective of the size of the fire and without waiting to see if you can put it out yourself. Give exact details about the location, type and size of the fire. Wait for the fire service and brief them on arrival.
3. Take care of the safety of others. The fire alarm is a long audible signal.
4. Saving people is more important than fighting the fire. Check immediately to see if anyone is in danger. Do not allow people with burning clothes or hair to run away. Wrap them in a blanket, coat or cloth and lay them on the ground and, if necessary, roll them forward and backward.
5. Close doors and windows to prevent drafts and billowing smoke entering areas not yet affected.
6. Move in smoke-filled rooms in a crouched positions or crawling; the air is generally breathable and you can see better closer to the floor. Holding a damp cloth over your mouth and nose can also help.
7. Calm excited people and try to prevent rash actions.
8. Use available means to fight the fire before the arrival of the fire service.
9. Endangered persons must make their presence known to the fire service and follow the latter's instructions.
10. Technical equipment must only be deactivated by the building's technical staff.
11. Lifts are not an escape route; do not use them in a dangerous situation.
12. Light rescue and escape routes adequately. Unlock locked exits and emergency exits.
13. There is information about important telephone numbers, fire alarm points and fire extinguishers clearly visible next to the telephone.
14. Inform the caretaker and the Students' Association Niederbayern/Oberpfalz immediately.
15. The Landlord will conduct a fire drill in the student residential complex at regular intervals. Tenants will be informed about this in good time to enable them to take part in the drill.

## Important telephone numbers

**Police 110**

**Fire service 112**

**Rescue service 112**

**On-call service number of the Students' Association for Lower Bavaria and the Upper Palatinate (Niederbayern/Oberpfalz) in Regensburg in the event of a fire: 0049-151-62962661**