

## Annex 1

General Terms of Rent for residential complexes for students of Studierendenwerk Dortmund AöR (landlord),  
version: 01.09.2017

### 1. Residence entitlement

Students at

- Technische Universität Dortmund
- Fachhochschule Dortmund
- Fachhochschule Südwestfalen

paying fees are entitled to reside in the landlord's residential complexes. Students

- who are employed for the most part
- who are also PhD students, scientific assistants, trainees, etc.
- who were awarded a first career qualifying degree by a university (except for Bachelor programs followed by Master programs)
- who are enrolled as second priority students / auditors
- whose dwelling place was already cancelled by Studierendenwerk

are not entitled to reside in the landlord's residential complexes.

A tenant is under an obligation to immediately notify the landlord of a residence entitlement that has ceased to exist and to present a certificate of enrolment by November 30 of a calendar year. The landlord is entitled to synchronize data with the respective university to see if a student is actually enrolled.

### 2. Handing over of flat

When moving into a flat a handover report is made in order to document the condition of the flat and defects (if any). Such report shall be signed by both parties. This also applies when moving out. A student shall move into / out of a flat from Monday to Friday during the opening hours of the facility manager's office as agreed with the residential complex management. At the end of the contract the move out must be on the second to last working day of the month.

### 3. Rent / rental bond

Landlord's bank connection for rent and rental bond payments:

**Dortmunder Volksbank, IBAN: DE72 4416 0014 2480 0002 01, BIC: GENODEM1DOR**

When transferring the money, the transfer form shall include the following details:

- reason for payment (rent, bond)
- tenant's name, first name
- tenancy agreement ID

After moving out and a proper return of the rented property a repayable bond shall be transferred to an account designated by a tenant. The landlord shall be entitled to deduct costs of a transfer (transfers abroad, in particular) from that bond in advance. If a bond cannot be repaid for reasons the landlord is not responsible for (e.g. no bank connection details) claiming repayment of a bond one year after a tenant moved out is excluded.

#### **4. Use of rented property, notice of defects**

A tenant shall treat the rented room / apartment, the furniture and equipment and the areas and installations shared with other students with care. In particular, a tenant shall ensure an adequate ventilation and heating of the rented property to avoid any damage caused by moisture and consequential damage. A tenant shall clean the rented property in regular intervals.

A tenant undertakes to immediately notify the landlord of any damage, a loss of objects (keys, in particular), burglary or theft in writing.

When moving in a tenant undertakes to check the rented property for defects and to report same in writing to the landlord within two weeks after moving in at the latest. If there are no complaints, the rented property is deemed to have been handed over without any defects.

If the rented property is damaged or if furniture and equipment is damaged or lost, a tenant shall be under an obligation to pay damages. A tenant shall produce evidence that he/she is not responsible for a damage or loss.

#### **5. Improper use**

A tenant shall not be allowed

- to sublet the rented property including furniture and equipment to another person without the landlord's written approval or otherwise allow other persons to use the rented property; this also includes the accommodation of family members or other guests for a longer period of time (more than three days),
- to use rented premises or individual rooms for any other purpose except for dwelling and to use shared rooms for any other purpose without the landlord's express approval; in particular, this applies to events and parties involving more than 24 persons and public advertising thereof; shared rooms are intended to be a meeting place of tenants and they are not designed for publicly advertised events;
- to place, install or modify signs (except for normal name signs at the intended places), labels, aerals or objects of any kind in shared rooms, parts of the building outside the rented property and or on the property;
- to install or connect additional heaters, refrigerators and dishwashers without the landlord's approval;
- to deposit objects in halls, in the entrance areas, in staircases or on the property (there are special areas designed for that, e.g. bicycle stands);
- to park unregistered vehicles on the landlord's property or to park registered vehicles outside designated parking spaces or to repair or maintain cars on the landlord's property;
- to alter the rented property by way of installations or modifications or to modify electrical installations or sanitary installations;
- to obtain additional keys or to replace locks with other locks or to add additional locks; keys are part of a locking system, therefore, replacement keys are solely provided by the landlord;

- to keep pets in the rented property without the landlord's approval,
- to remove co-rented furniture and equipment from the rented premises,
- to leave things brought in the rented property or the building after moving out unless the landlord exercises a right of lien;
- to disobey the house rules (safety-relevant regulations and keeping the peace at night, in particular).
- Failure to obtain the landlord's prior approval in the aforementioned cases constitutes a serious violation of the obligations to be fulfilled by a tenant.

## 6. Cosmetic repairs

A tenant undertakes to perform cosmetic repairs subject to the respective statutory provisions.

## 7. Inspection of rented property by landlord

Upon good cause shown the landlord and/or its representatives may inspect the property rented by a tenant at reasonable times following a corresponding prior notice or the landlord may have it inspected by a commissioned third party. After detecting a damage or a defect a tenant shall cause the landlord and/or its representatives to have access to the rented property for the purpose of establishing and remedying a defect.

In order to avert a concrete danger (e.g. burst pipe or frost, averting risks to life and health of persons) the landlord shall be entitled to access the rooms rented by a tenant without any prior approval. A tenant shall be notified thereof without delay.

If a tenant refuses such access or if a tenant prevents such access in any way whatsoever, he/she shall be liable for the damage resulting therefrom.

## 8. Return of rented property

Upon termination of the tenancy agreement the rented property shall be returned in a proper condition and clean-swept. Any damage shall be repaired professionally. All personal objects as well as a tenant's furniture shall be removed from the rented property.

When moving out all keys shall be handed over to Studierendenwerk Dortmund.

The landlord shall be entitled to rectify any damage not rectified by a tenant or to remove objects without any obvious value or a tenant's waste or cause other persons to do so at a tenant's expense. Valuable objects left in the rented property will be stored by the landlord for a period of one month without assuming any liability. After expiration of one month the landlord may treat these objects as discovered objects.

## 9. Extraordinary termination by landlord

Upon good cause shown the landlord may terminate the tenancy agreement extraordinarily. Good cause is, in particular, if

- a tenant's residence entitlement ceases to exist,
- a tenant violates the obligations defined in par. 5 (use of rented premises contrary to the contract, allowing third parties to use the rented property in full or in part or allowing them to live in the rented property for a longer period of time, in particular),

- despite a prior warning in writing including a threat of termination a tenant repeatedly disobeys the house rules,
- despite a warning including a time limit and a request for payment a tenant has defaulted rent payments in full or in part for two consecutive months or if
- a tenant has defaulted payments despite a warning including a time limit and a request for payment for a period exceeding more than two maturities, with such amount exceeding the rent for two months.

In the event of par. 9 a) a termination shall be subject to a phasing-out period of one month by the end of a month upon receipt of a termination (all other cases without notice).

#### **10. Disclaimer**

The landlord shall only be liable for a tenant's damage in case of gross negligence or wilful intent on the part of the landlord and its vicarious agents. In case of an injury to a tenant's life, limb or health the landlord shall also be liable in case of slight negligence.

#### **11. Processing fees**

The following fees are payable for special administrative expenses:

- Fee for moving to another residential unit of the landlord to the extent applied for by a tenant: EUR 50.00
- Fee for sublease: EUR 35.00
- Fee for early termination of tenancy agreement prior to the expiration of the regular period: EUR 50.00

#### **12. Final provisions**

If one or several provisions of these General Terms of Rent are or become ineffective or if there is a gap therein, this shall not affect the validity or the remaining provisions.