

## General Rental Terms

### 1. Residence Entitlement

- a) Students registered at Hanover universities who have to pay a student services contribution fee to the Studentenwerk Hannover (student services organisation) as well as attendants of the local Studienkolleg and the preparatory courses are entitled to residence in student accommodation (dormitories/halls of residence) of the Studentenwerk Hannover (student services organisation). The management may agree to letting to other persons in training—for a limited period of time and on a small scale—as long as the accommodation of the target group stated in the first sentence is not affected and the exceptions serve to secure the economy of student accommodation. Students working as assistants, trainees, volunteers, or in a similar field as well as students working with a paid job which exceeds the demands of the needed coverage of financing one's studies are not entitled to residence. Students undertaking a postgraduate or complementary study programme or doing a second degree are not entitled to residence. Doctoral students are granted a maximum period of residence of 36 months.
- b) The tenant is obliged to provide information on the amount of his/her monthly income at the beginning of the contract.
- c) The tenant is obliged to communicate changes of his/her income during the current tenancy.
- d) The tenancy ends with the termination of studies in Hanover, at the end of the following month, without notice of termination on behalf of the landlord being required. In particular, the completion of the first course of studies, de-registration (exmatriculation), or a change of study location are regarded as the termination of studies. The tenant is obliged to notify the landlord about the termination of studies immediately. If the tenant does not fulfil this duty, he/she has to compensate the landlord for any damage resulting therefrom.
- e) The period of residence in student accommodation is confined to 6 semesters/3 years in order to provide as many students as possible with a place in a student house (principle of rotation). When this period of residence ends, the tenancy ends without notice of termination on behalf of the landlord being required. Times of residency in different student houses or different residential units of one house are added up for the overall period of residency. In case of substantial reasons (illness, committee work, exams, work for the Residents' Council, etc.), the period of residence may be prolonged for a maximum of three semesters/one and a half years. In order to prolong the period of residence, a written application and a proof of the respective reason must be

handed in at the accommodation administration of the Studentenwerk Hannover at least three months before the period of residence ends.

- f) The special provisions of § 549 (3) BGB (German Civil Code) for the renting out of student dormitories apply.

### 2. Evidence of Residence Entitlement

The tenant must hand in a university registration certificate at the student house management without a request, for the winter semester until October 31. If he/she does not oblige to do so even after having received a respective warning letter including a deadline, the tenancy may be terminated without notice for a material reason according to § 543 BGB.

A new rental contract can only be concluded by presentation of a registration certificate and payment of the usual contract fee, if the former residential unit or alternative housing is available.

### 3. Termination of Rental Contract

- a) Generally, the tenancy ends with the end of the period of residence, without notice of termination on behalf of the landlord being required. In accordance with the Civil Code (BGB) and in compliance with the period of notice provided by statutory law (i.e. three months for tenants), both parties may terminate the contract properly.
- b) The right of summary termination of the rental contract are acted upon in accordance with the statutes of the Civil Code.
- c) If the tenant should make further use of the rented object after the termination of the tenancy, the tenancy is not regarded as having been extended. § 545 BGB shall not be applicable.
- d) If the tenant should receive a summary termination or if a claim of eviction is imposed (except in the cases described in section 6 of these General Rental Terms), the tenant is liable for all loss of rent until the termination of the contract. The landlord is committed to re-let the accommodation as soon as possible.

### 4. Payments

- a) The monthly rent is due in advance on the third working day of the month. The debit by the landlord takes place from the fifth of a month on. The tenant is obliged to set up a checking/current account for the duration of the tenancy and authorize the landlord to collect by direct debit payments from his/her account (as a revocable SEPA Direct Debit Mandate) in order to serve all payment obligations under the rental contract. The tenant is obliged to hand in the SEPA Direct Debit mandate with the signed rental contract to the landlord. If the tenant is

unable to set up an account, he/she is obliged to pay the rent monthly in advance no later than the third working day of the month to the following account of the landlord: IBAN DE56 2512 0510 0007 4500 00. The timeliness depends on the issue of the transfer order by the tenant.

- b) In case of dishonour of the direct debit, the tenant has to compensate the Studentenwerk in full if the direct debit is acted upon lawfully on the grounds of an existing rental contract. The same regulation applies to the case that the tenant recalls the fees while the tenancy still exists or if the account should be cancelled without written notice to the Studentenwerk 14 days in advance.
- c) The exaction of a right of retention or the set-off against rent claims is only permitted, without prejudice to § 556 b (2) BGB, if the tenant's claim is either undisputed or has been established by a court of law.
- d) As from the second reminder on, the landlord is entitled to levy a handling fee of € 5.00 each.
- e) Further payments can be transferred to the following bank account: IBAN DE56 2512 0510 0007 4500 00 at the Bank für Sozialwirtschaft in Hannover.

#### **5. Deposit**

- a) The entitlement of the tenant to occupy the accommodation starts after the complete payment of the deposit. The deposit is collected via direct debit, together with the first rental fee according to section 4 a.
- b) In the course of the tenancy, the tenant may not set off the deposit against claims of the landlord. After the tenant has moved out, the deposit can be set off against:
  - aa) Damages to the rented property or furniture which exceed the normal wear and tear,
  - bb) Missing parts of inventory or keys,
  - cc) Further claims of the landlord in regard to the rental contract.
- c) The deposit, or the part of the deposit which has not been set off, will be transferred to the tenant or paid in cash immediately or six months after the termination of the tenancy at the latest.
- d) The deposit is non-interest-bearing (§ 551 (3) BGB).

#### **6. Basic Rent, Changes in Rent**

- a) The basic rent covers the following costs calculated by the landlord at the time of the conclusion of the rental contract:
  - aa) Capital costs,
  - bb) Administrative costs,
  - cc) Depreciation for building and inventory, dd) Costs for maintenance, and
  - ee) The risk of loss of rent.The landlord is entitled to calculate jointly all these expenditures for all student rental units administrated by him, even if the rental units should be in different buildings (rental pool).
- b) The landlord may restructure the amount of the basic rent stated in § 4 of the rental contract by unilateral,

written statement by giving a notice of one month until the first of the next month, if the costs to be covered should be higher or lower than calculated at the last determination.

- c) If the landlord claims an adjustment according to section 6 b, the tenant is entitled to terminate the rental contract without notice for a material reason until the end of the month following the receipt of the increased demand.
- d) If the tenant does not comply with the increase demand, the landlord is entitled to terminate the rental contract without notice for a material reason (especially in regard to § 543 (2) BGB).

#### **7. Operating Cost Allowance**

- a) By means of the operating cost allowance, any expenses of the landlord for all operating costs are compensated within the terms of the operational costs ordinance.
- b) The landlord may restructure the amount of the operating cost allowance stated in § 4 of the rental contract by unilateral, written statement by giving a notice of one month until the first of the next month, if the costs actually incurred should be higher or lower than calculated at the last determination.

#### **8. Liability of the Landlord with Respect to the Tenant**

The landlord is liable for injury to the tenant or visitors and for damages to property in cases of deliberate intent or gross negligence on part of the landlord or a vicarious agent.

#### **9. Defects of Rental Object**

- a) The tenant affirms the usable condition of the rented property if he/she does not notify the landlord in writing of defects within seven days of moving in.
- b) If the dormitory should be a new building, the tenant waives all claims in regard to normal defects or damages due to building moisture.
- c) For a period of three months, a rent reduction based on reduced suitability remains disregarded, if this occurs due to a measure conducting to an energy-efficient modernisation according to § 555 b (1) BGB.

#### **10. Maintenance, Cleaning, Damages, Constructional Measures**

- a) The tenant is obliged to:
  - aa) treat the rented property as well as the furniture provided by the landlord with care and to maintain it. The tenant is liable for damages to the rental object and inventory let by the landlord, provided that the damages are caused by breach of care or any other culpable violation of the tenant's obligations. The tenant is held responsible in the same way for all culpably caused damages by each person in the household, relatives, visitors, or vicarious agents as long as they got into contact with the rental object by instigation or agreement of the tenant;
  - bb) clean the room, apartment, or flat, and—in case of

- 2-room, 3-room, and other shared flats—the common areas. The cleaning has to take place regularly and adequately; the tenant must keep the rented property free from vermin at his/her own costs. The landlord is entitled to check the cleaning condition on prior notice. If the cleaning condition should be insufficient, the landlord is entitled—after sending a warning letter—to have the cleaning done by a third party and to charge the tenant for any costs incurred;
- cc) refrain from hindering the landlord's representatives in the course of performing their duties and from disturbing housemates or residents, especially from 13:00 p. m. to 15:00 p. m. and from 22.00 p. m. to 08:00 a. m.;
  - dd) report any damages or faults to the landlord or his representatives immediately. If the tenant does not report known damages, he/she is liable in accordance with the legal provisions. Particularly in case of absence, the tenant has to make sure that any damages or faults are reported to the landlord by another person;
  - ee) to take care of an economic use of electricity, gas, water, and heating;
  - ff) handle all shared areas in the student accommodation (shared kitchen, laundry/drying rooms, common rooms, etc.) with care and to always leave them tidy and clean;
  - gg) to refrain from leaving behind any items in the common trafficked areas (corridors, stairs, arcades);
  - hh) to ensure in case of absence for more than four weeks that he/she or a person authorized by him/her operates each faucet in the rented object and lets the water run for five minutes to avoid the risk of legionella accumulation.
  - ii) On the premises of the student houses the carrying and the storage of firearms of all kind or dangerous objects, which can be used as cutting-, thrusting- or stabbing weapons, as well as of spray cans containing health-threatening or colouring substances, are not permitted. Igniting fireworks is prohibited.
- b) The inventory of the rented units may not be removed and stored elsewhere, as there are no storage areas available at the student houses.
  - c) The tenant is obliged to compensate the landlord for any parts of inventory lost or damaged during or at the end of the tenancy amounting to its current replacement value or the effective cost of repairs.
  - d) The landlord may carry out improvements, repairs, and other constructional amendments that are necessary to avert impending dangers or to remedy damage without the tenant's approval. This applies also to measures which are not necessary but appropriate. The tenant has to be notified a reasonable time in advance. Accordingly, he/she is obliged to enable and tolerate access to the rooms in question from 8:00 a. m. to 16:00 p. m. The

implementation of work must not be hindered or delayed.

- e) If the tenant should deny access or prevent it in any other way, he/she is liable for all damages arising as a result.
- f) Insofar as the tenant has to tolerate the measures, he/she can claim neither any right of retention nor require compensation.

#### **11. Keys**

- a) When moving in, the tenant receives keys for the entrance door, the room/apartment, and the post box.
- b) If keys are lost, the tenant is liable for all damages arising as a result. He/she is obliged to notify the landlord about the loss of keys immediately.
- c) The tenant is not allowed to exchange the lock installed by the landlord by a lock of his/her own or to install any other locks.

#### **12. Occupancy of Rental Object and Sub-Letting**

- a) The tenant is obliged to promptly notify the landlord of any changes in the number of occupants (for example by birth, moving out of a family member, etc.). If the tenant does not adhere to this duty of notification and/or overcrowding is not ceased after a deadline, the landlord is entitled to a summary termination of the rental contract.
- b) The sub-letting of the rented property is only allowed with prior written approval of the Studentenwerk. The acceptance of third parties by way of subletting shall be namely displayed.
- c) The landlord is entitled to termination without further notice if the tenant, counteracting section 12 b, cedes the rental object to a third party or admits joint possession of the rental object.

#### **13. Obligations of the Contracting Parties at the End of the Tenancy**

- a) On termination of the rental contract the tenant is obliged to return the rental object completely cleared from his/her items as well as clean-swept and with all corresponding keys. The tenant is liable to the landlord or any new tenant for all damages arising from the failure to comply with the regulations.
- b) The tenant is obliged to be present at the rental unit inspection which takes place during the regular working hours of the student house management. He/she has to make an appointment for the rental unit inspection with the house management.
- c) If the tenant should not fulfil his/her duties stated in section 13 a and 13 b, the landlord is entitled to have the rental object opened and cleaned after the termination of the tenancy at the expense of the tenant.
- d) The tenant must remove all personal things he/she brought with him/her from the rented property and any common areas. Personal possessions which the tenant—contrary to his/her obligations—leaves behind in the rented property after returning the rental object may be

removed and stored by the landlord or destroyed in case of obvious worthlessness. The landlord is only liable for damages during storage in case of intent or gross negligence on his part; under no circumstances is he obliged to place the items under insurance cover or to take more extensive preventive precautions than with his own possessions. The tenant must pay damages in cash for all expenditure incurred by the landlord from the failure to remove objects. The landlord is entitled to refuse to surrender the items until payment has been received for these and any other receivables arising from the rental contract (landlord's right of lien). The former tenant waives his/her possessions stored by the landlord after the expiry of six months.

- e) If the rental object is not vacated in time the tenant is obliged to pay compensation to the landlord for all damages inflicted on third parties, as far as the landlord is claimed.

#### **14. Cosmetic repairs**

If, after the tenant moved out, the rented property should not be in a habitable condition according to general criteria by above-average wear (damages), the landlord is entitled to demand that the tenant will renovate the room at his/her own expense and eliminate the determined damages. The landlord will set a reasonable deadline for the tenant, stating that he will refuse the execution of the renovation works by the tenant after the expiry of the deadline. Thereupon the renovation will be carried out at the cost of the tenant, any loss of rent caused by this delay shall be borne by the tenant.

#### **15. Constructional Amendments to the Rooms by the Tenant**

As a matter of principal, constructional amendments to the rented rooms are forbidden to the tenant. Exceptionally, they are only allowed if a written application has been filed in advance with the landlord and the landlord has issued a written authorization. This applies also to any antenna, data communication, and telephone systems. If the tenant has performed constructional amendments to the rental object or equipped it with furniture, he/she is obliged to restore the original condition by the end of the tenancy at his/her own expenses, unless otherwise agreed.

#### **16. Entering the Rented Property**

- a) The Studentenwerk or its representatives are entitled—without prejudice to section 10 d—to enter the rented property following prior notice on working days from 10:00 a. m. to 12:00 a. m. and from 15:00 p. m. to 17:00 p. m. in order to inspect the condition of the rented property. The access to the rented object must be made possible.

- b) In case of imminent danger, they are entitled to access the rented property at any time without prior notice, and the tenant is obliged to enable this.
- c) In case of longer absence, the tenant has to make sure that the rights of the landlord according to sections 16 a and 16 b may be exercised.

#### **17. Parking Vehicles**

- a) For parking his/her vehicles, the tenant is obliged to use exclusively the places provided for this purpose.
- b) Motor vehicles or parts thereof of any kind may not be placed inside buildings intended for residential purposes or for the longterm accommodation of persons.
- c) As a matter of principle, it is not allowed to park motor vehicles which are not registered with the authorities on the grounds of the Studentenwerk's student accommodation. Vehicles which have been parked nonetheless will be removed at the expense of the owner.

#### **18. House Rules, Applications**

- a) A representative of the Studentenwerk conducts all business of the student house and takes care that the rental contract is complied with. His/her instructions concerning the rental contract are to be followed.
- b) The tenant is responsible for the registration and de-registration at the appropriate public offices (aliens department or residents' registration office). The same applies to the registration with the "ARD ZDF Deutschlandradio Beitragsservice" (Contribution Collection Service for Public Broadcasting ARD, ZDF and Deutschlandradio).

#### **19. Heaters, Washing Machines**

The use of additional heating or cooking devices, washing machines or dish washers, fridges or deep freezers is prohibited.

#### **20. Keeping Animals**

The renter may only keep pets, with the exception of small animals (ornamental birds, ornamental fish, hamsters, turtles, etc.), with the consent of the landlord. The consent is to be denied, or may be revoked, if other residents of the house or neighbours are harassed by the animals, or if the tenant or the property is likely to be affected.

#### **21. Framework for the Residency Statutes of the Residents' Council of the Student House**

- a) The tenants of each student house must implement at least the following bodies for the management of internal affairs and for external representation:
  1. General student house assembly,
  2. Spokesperson of the student house,
  3. Spokesperson of the floor (group of rental units on one level).

- b) Spokespersons of the student houses and the floors are elected. A restriction of the right to vote or eligibility to a specific group of people is not permitted. Further details are specified by the Residency Statutes.
- c) Assemblies and elections must be announced in writing at the student houses in time. Even in urgent cases, at least a 24 hours' notice must be complied with.
- d) The term of office of a student house's spokesperson should last one semester at least. The student house's spokesperson represents the residents' community vis-à-vis the Studentenwerk. Statements of the Studentenwerk vis-à-vis the residents' community can also be submitted to the student house's spokesperson.
- e) Each elected spokesperson of the student house informs the student house management about his or her election.

## **22. Act on Alternative Dispute Resolution in Consumer Matters**

We are neither willing nor obliged to participate in a dispute settlement procedure before a consumer arbitration board under the Act on Alternative Dispute Resolution in Consumer Matters (VSBG). However, the Act on Alternative Dispute Resolution in Consumer Matters requires that we nevertheless refer you to a consumer arbitration board responsible for you: General Consumer Arbitration Board of the Centre for Arbitration e. V., Strassburger Straße 8, 77694 Kehl, [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de).

## **23. Additional Agreements**

Any additional agreements are only valid if they exist in written form and are signed by the tenant and the landlord. If single regulations of the rental contract or the General Rental Terms should be void, the rest of the regulations remain valid. A substitute regulation achieving the same economic and legal result within the limits of what is permitted by law is agreed upon.

The tenant agrees that his/her personal data is included in the landlord's files and utilised for internal purposes. No information will be passed on to third parties, unless statutory stipulations state the contrary. Information on your privacy rights according to article 13 of the General Data Protection Regulation can be found at [www.studentenwerk-hannover.de/en/extras/imprint/data-privacy](http://www.studentenwerk-hannover.de/en/extras/imprint/data-privacy).

## **24. Quarantine arrangements**

With reference to the mandatory hygiene and social distancing rules relating to pandemics, students from at-risk areas will only be allocated a place in student accommodation once the prescribed quarantine period has been undertaken outside of student accommodation. This rule serves to protect tenants living in student accommodation, especially those tenants requiring social protection.

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