

Rental Terms and Conditions

I. Use of Rental Property

1. The Studentenwerk Oldenburg rents out the rental property to the tenant for a temporary use and for the special purpose of academic studies according to § 1 of the tenancy agreement.
2. The tenant is allowed to use rooms and facilities of the student accommodation serving as community areas according to their purpose. The right to share can be changed or cancelled by the Studentenwerk in form and content.

II. Occupancy Entitlement

1. Enrolled students of universities serviced by the Studentenwerk Oldenburg (Carl von Ossietzky University, Jade Hochschule and Hochschule Emden/Leer) are entitled to live in student accommodation administered by the Studentenwerk, other students only in special cases.
2. Not entitled to live in student accommodation are students who are also assistants, interns or trainees or who carry out comparable activities as well as students who work on a predominant basis.
3. The occupancy entitlement ceases to exist as soon as the conditions according to numeral 1 do not apply anymore or as soon as the conditions according to numeral 2 commence.

The occupancy entitlement also ceases to exist with the end of the tenancy according to paragraph IV as well as with the end of the academic studies (q.v. term of notice, paragraph III, numeral 2).

1. The tenant is obligated to

a) account for the continuance of his / her occupancy entitlement by providing a valid confirmation of enrolment by 30.04. or 31.10. of each year without any particular request. If this confirmation is not presented on time, the Studentenwerk can cancel the tenancy without notice,

a) inform the Studentenwerk as soon as the occupancy entitlement according to numeral 1 – 2 ceases to exist.

III. Length of Tenancy / Notice

1. The tenancy has a minimum contract term of six months. The contractual relationship is regularly subject to notice at the end of the minimum contract term for the first time for both parties to the contract according to legal rules and regulations (cf. paragraph 2). If the contractual relationship is not cancelled by any of the parties to the contract, the contractual relationship automatically extends its validity for an indefinite amount of time.
2. The notice of the tenancy is only permitted until the third working day of a calendar month at the latest for the end of the next but one month. The day of the arrival of the notice at the other party to the contract respectively is significant for the timeliness of the notice, not the day of its posting.
3. The tenant is obligated to cancel the tenancy for the closest possible date (q.v. notice period, paragraph III, numeral 2), if the occupancy entitlement ceases to exist according to paragraph II.
4. The regular notice by the Studentenwerk does not depend on specific conditions. However, the Studentenwerk adverts the tenant to the fact that it is allowed to cancel the tenancy for the next possible date, particularly if
 - a) the tenancy has lasted for 12 semesters already until this date,
 - b) the occupancy entitlement of the tenant does not exist anymore,



c) the tenant does not comply with the commitment resulting from paragraph II, numeral 4 (provision of a valid confirmation of enrolment).

5. Irrespective of the minimum lease duration as stipulated by §2 of the rental contract, the Studentenwerk also declares its consent to an early termination of the rental contract to the end of the calendar month, provided an eligible candidate according to the allocation guidelines (waiting list) is available, or failing eligible candidates on the waiting list, the tenant recommends a suitable candidate for the particular accommodation type. The Studentenwerk retains the right to decide on the suitability of a candidate when in doubt. The Studentenwerk levies a set administrative fee in early contract termination cases.

If the case arises that a tenant wishes to terminate the contract before the rental contract officially begins, one month's basic rent will be charged should the Studentenwerk agree to the termination.

6. The landlord is allowed to cancel the tenancy without notice at any time at the presentation of important reasons (§§ 543, 569 German Civil Code).

The Studentenwerk adverts the tenant to the fact that it will specifically cancel the tenancy without notice, if the tenant does not meet his / her contractual commitments despite a demand note or a warning. If the tenancy ends with an uncommon notice by the landlord, the tenant is liable for the loss of rent after the day of the notice and after the return of the rental property until the cancellation of the tenancy could have been handed in by the tenant in due time, but only until the re-rental of the property.

7. If the tenant continues to use the rental property after the end of the tenancy, the tenancy is not considered to be extended. § 545 of the German Civil Code does not apply.

IV. Duration of Tenancy

1. In order to be able to make the limited amount of student accommodation belonging to the Studentenwerk available to as many students as possible, the duration of the tenancy is limited.

The regular length of tenancy has a maximum of 12 semesters. The length of tenancy in the landlord's other accommodation is being allowed for. The tenant is obligated and the landlord is allowed to regularly cancel the tenancy agreement for the next possible date after the end of the duration of tenancy.

2. An extension of the regular length of tenancy is possible in the following proposed cases:

a) for students who demonstrably are in between final examinations

b) for students with health impairments or other cases of hardship

The application has to be handed in in a written form three months before the end of the tenancy at the latest.

V. Total Rent and its Constituents

1. Basic Rent

The agreement of the basic rent is based on the risk relationship of the properties being run by the Studentenwerk. The current expenditures of the Studentenwerk are included in this calculation according to § 18, paragraph 1 ff.II. ACS as well as housing quality and property aspects. According to § 18, paragraph 1 ff.II. ACS, the landlord is allowed to adapt the general rent by a written explanation ex parte at the increase of the landlord's current expenditures. The adaptation has to be made within the limit of six weeks. The increased rent is being owed from the first of that month following the timely written explanation. The right to adapt the rent through the dismissal with the option of altered conditions remains intact.

2. Flat Charge of Energy Costs

The landlord's expenditures for the following operating expenses are being compensated all inclusively by means of a monthly flat charge: the costs of heating and warm water supply, the costs of energy supply as well as the costs of water supply and wastewater. This flat charge is calculated by means of adding the costs of the previous billing period provided by the property's respective responsible public utility. The result is, thus, being divided by the number of the respective property's designated domiciles. This calculated amount has to be paid in monthly instalments by every tenant.

The landlord is allowed to assign the flat charge by means of a written explanation ex parte adhering to a period of two weeks, if the actual incurred expenses differ from the already apportioned costs. The newly assigned flat charges are being owned from the first of that month following the timely written explanation.

VI. Payments / Default of Payment

The total rent is due at the first day of each month one month in advance.

The tenant agrees to pay all payment obligations resulting from the tenancy agreement by means of a standing order to ensure an economic company management. The tenant is obligated to ensure an adequate financial cover of his / her account given. Costs that arise through a deficient cover account have to be paid for by the tenant.

The Studentenwerk is allowed to bill 4,- € of administration costs for the first and each following reminder.

The right to institute legal proceedings in case of a default of payment remains intact.

VII. Rent Insurance

1. The tenant has to pay a rent insurance / deposit of 250,- € per domicile at the beginning of the tenancy.
2. The rent insurance does not bring any interest (§ 551, paragraph 3, sentence 5 German Civil Code). This measure contributes to keeping the rents low considering a cost-covering rent calculation.
3. The rent insurance is being deducted from the tenant's account with the first payment of rent in line with the standing order.
4. The tenant is not able to charge the rent insurance against the landlord's claim during the length of the tenancy.

After the moving out of the tenant the rent insurance can be charged against

- a) damages in the domicile or furniture damages exceeding the usual wear and tear,
- b) missing pieces of inventory or keys,
- c) cleaning or any other demands by the landlord.

The rent insurance or parts of the rent insurance that have not been charged against will be transferred back to the tenant's account after the end of the tenancy and after the turnkey delivery of the domicile.

If the rent insurance cannot be transferred back to the tenant's account because of reasons that cannot be attributed to the landlord, it expires after the duration of one year after the end of the tenancy.

VIII. Handover of Domicile / Moving In

1. The handover of keys of the domicile is carried out as follows:

- **for Oldenburg and Elsfleth:** Department of Student Accommodation, Uhlhornsweg 49-55 in 26129 Oldenburg (Carl von Ossietzky University campus).
- **for Emden:** office of the Studentenwerk on the campus of the University of Applied Sciences, cafeteria building, Paapsand 34 in 26723 Emden.
- **for Wilhelmshaven:** office of the Studentenwerk on the campus of the University of Applied Sciences, Friedrich-Paffrath-Str.101 in 26389 Wilhelmshaven, room no. S 78.

2. **The tenant accepts the properties and condition of the room as agreed upon by signing the move-in protocol. Variations of the terms of the move-in protocol have to be notified in a written form within one week after the handover of keys.**
3. **The later assertion of damages not hidden is without legal consequences.**

IX. Internet Use

As far as the possibility of using the internet exists, the internet access can be used according to the respective user terms and conditions. Internet access is provided either by the landlord or by a network team independent from the landlord. In case of the provision of internet

access by a network team there are no legal obligations for the landlord considering a functioning network. The tenant is to commit himself / herself to the compliance with all user terms and conditions.

X. Compulsory Registration

Every tenant has to register within one week of moving in at the responsible registry office. A notice of removal only has to be carried out, if the tenant moves his / her residence to a different federal state.

XI. Rules of the House

In case of the existence of a rules of the house, it is part of the tenancy agreement. The landlord is allowed to change or add something to the rules of the house at any time.

XII. Cession of Right to Use for Third Parties / Sublease

The tenant is not permitted to sublet the rented premises or to leave it for the use of third parties.

XIII. Parking Spaces, Bicycle Parking

1. The tenant is obligated to only use designated parking spaces for the parking of his / her car, if existing.
2. It is forbidden to park cars that are not being used or not being registered by the police on the grounds of the housing estate. Illegally parked cars are being removed liable to pay costs.
3. The tenant explicitly renounces his / her rights as the owner of a car that is being parked on the grounds of the housing estate despite numeral 2.
4. Petrol-driven cars are not permitted to park in designated rooms or basements for bicycles for precautionary fire protection requirements.
5. Bicycles are only permitted to be parked in designated rooms or storing positions.

XIV. Keys

1. The tenant receives a set of keys according to the inventory index at moving in for the duration of the tenancy.
2. The tenant commits him / herself to immediately inform the landlord of the loss of a key.
3. The provision of a spare key / cylinder lock is only carried out by the landlord.
4. The tenant is to pay for the provision of spare keys / lock cylinders.
5. The landlord is also permitted to basically replace the concerning lock at the tenant's costs.
6. Lost keys for locks that are part of a locking system can be replaced as a whole by the landlord, if a misuse is to be suspected otherwise. The tenant is to pay for this.
7. The landlord does not adhere for keys for rented premises that are being used by unauthorized people; this does not apply for keys that are being lost by the Studentenwerk.
8. The tenant is not permitted to replace the lock installed by the landlord with his / her own lock. The installation of a so called „insert lock“ is not permitted.

XV. Inventory

1. The rented inventory is not permitted to be exchanged in between rented premises (inventory index).
2. The tenant may source out inventory that is not needed at his / her own risk. The tenant is liable for damages. There is no claim for an abatement of rent for not using the inventory. The tenant is to return sourced out inventory to the rented premises in due form and completely at moving out.
3. Storage of furniture / inventory by the landlord is not possible.

XVI. Taking Along of Personal Property

1. Irrespective of an insurance that may be effected by the landlord, the tenant is to privately insure his / her personal property against breaking and entering, theft, fire, water pipe damages, etc.

2. The tenant is obligated to store his / her own personal property only in rooms that are let to him / her. Property that is not being stored in the tenant's room is to be labelled clearly with name and room number.
3. The tenant explicitly renounces the right of property for left behind or not properly labelled objects outside the rented premises, if a notice is being posted calling upon labelling or removal of these objects. The same applies for the tenant's property that is being left in the rented premises after the end of the tenancy.

XVII. Duty of Care / Cleaning Duties, other Duties of the Tenant

1. **The Tenant is obligated to handle the rented premises, the designated common rooms for the flat-sharing community (e.g. kitchens, showers, toilets, common rooms, corridors, balconies / terraces and basements) as well as rented furniture, inventory and electrical equipment with care and to clean it regularly in an adequate manner. The cleaning duties also contain the window and window frame cleaning as well as the cleaning of the doors.**
2. **The landlord is permitted to carry out the cleaning at the cost of the tenant, And, proportionally, for all tenants of the group respectively, if the tenant does not comply with these duties, even though a notice of demand including an adequate deadline has been posted. The principle of shared liability applies.**
3. Rooms accessible to the general public within the tenant's rented premises are to be treated with care and always to be kept clean.
4. The landlord does not carry out any cleaning.
5. The replacement of illuminants lies within the responsibility of the tenant during the duration of the tenancy. All illuminants have to be there in an adequate watt power and in a usable condition at moving out.
6. Avoidable noises like making and playing music or the slamming of doors is to be refrained from. Electrical equipment (hi-fi units, TVs, etc) is to be adjusted to low volume.
7. The tenant is obligated to refrain from disturbing and obstructing other tenants or adjacent owners, in particular in between 10 p.m. and 7 a.m.
8. The tenant has to strictly adhere to all police- and constructional regulations as well as to all fire protection requirements. The storage of highly inflammable materials or poisonous substances in buildings or on the property of the housing estate is particularly prohibited.
9. The tenant commits him- / herself to pay regard to an economical use of electricity, water and heat energy.
10. The tenant commits him- / herself to adhere to the regulations of recycling.
11. The tenant commits him- / herself to immediately report possible damages or malfunctions to the Studentenwerk.
12. The instalment of outdoor aerals is prohibited. Indoor aerals are not to be firmly mounted.
13. Rooms may not be painted or wallpapered without the written permission of the Studentenwerk.
14. No fixing materials that could leave damages may be used on walls, doors, windows or furniture.
15. The starting of private washing machines and dryers is principally prohibited. There are washing machines and dryers available in every housing estate.
16. The tenant is prohibited from arbitrarily moving into another room.
17. Pet keeping (e.g. budgies, canaries, ornamental fish, hamsters, etc.) in adequate cages or tanks is allowed, as long as it does not come to insalubrities. It is being pointed out that a breach of duty to take care can lead to the cancellation of the tenancy without notice amongst the assertion of claims for damages.

XVIII. Liability of Damages

1. In case of damages to the rented property or the damage and the loss respectively of rented fixtures, the tenant is liable for payment of damages towards the landlord. It is explicitly pointed out to the tenant that it is up to him / her to prove that the damage and the loss respectively are not due to them.

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2. The tenant is also liable for damages caused by their relatives, guests or other people known to him / her.
3. The tenant accepts the common principle of liability for damages and losses for commonly used things and rooms. The adjustment of a claim is carried out collectively by the flat- sharing community for these regarding damages.
4. The tenant is to keep the rented property free of bugs at his / her own costs.
5. The Studentenwerk is only liable for payment of damages regarding health and property of the tenant and his / her visitors as well as for the tenant's personal property, if a deliberate act or gross carelessness is carried out by the Studentenwerk or its employees. Every single advanced claim is impossible.
6. The landlord is not liable for the wrong delivery or the loss of incoming mail or handed in objects.

XIX. Constructional Changes by the Tenant

1. The tenant is prohibited from carrying out constructional changes in the rented property.
2. The landlord is permitted to demand the re-establishment of the original state of the rented property at the end of the tenancy. The tenant is not able to claim a refund at leaving the property in the aforementioned state at the end of the tenancy.
3. The tenant is permitted to have a private landline installed.

XX. Constructional Changes and Repairs by the Landlord

1. The landlord is permitted to carry out corrective maintenance and constructional changes, repairs and reparations necessary for the maintenance of the house or the rented premises or for the avoidance of imminent dangers or the remedy of defects without the permission of the tenant, as far as the implementation of the work is reasonable for the tenant. This also applies for measures that are not necessary, but advisable.
2. The tenant is to provide access to the affected rooms. The implementation of the works is not to be interfered with nor delayed by the tenant.
3. As long as the tenant has to put up with the works, he / she is not permitted to reduce the rent, carry out withholding rights, nor demand damages.

XXI. Entering of the Rented Premises by the Landlord

1. The landlord and / or his / her representative are permitted to carry out an inspection of the rented premises in adequate intervals or due to specific reason. The inspection is to be carried out between 8 a.m. and 6 p.m. after prior notification.
2. The landlord is permitted to enter the rented premises at all times in case of imminent danger.
3. The tenant has to allow for the inspection of the rented premises for the purpose of ulterior renting after the cancellation of the tenancy. The same times as in paragraph 1 after prior notification apply.

XXII. Collective Heating System / Warm Water Supply

1. The Studentenwerk commits itself to operating a collective heating system from 1. October to 30, April, if existent in the respective accommodation.
2. The heating temperature is reduced to a night mode at 00:00 o'clock.
3. The Studentenwerk commits itself to operate the existing collective heating system in times of the outdoor temperature being below 12° Celsius for three consecutive days, taken at 2 p.m. respectively. The Studentenwerk commits itself to operate a central warm water supply all season, if existent in the respective accommodation.
4. The tenant is not entitled to a reduction or claim of damages at malfunctions that are not the responsibility of the Studentenwerk. The tenant is obligated to report possible failures to the Studentenwerk.

XXIII. Return of the Rented Property

1. The tenant is obligated to hand back the rented property to the Studentenwerk in an overall cleaned, contractual state, ready for occupancy and together with the entire furniture / inventory and all keys after the end of the tenancy as well as at the moving out prior to the end of the tenancy.

The landlord decides whether or not the cleaning and the clearing have been carried out in an adequate manner. If the basic cleaning has not been carried out in an adequate manner, the landlord is permitted to commission a company for the implementation of the work. The tenant has to bear the full amount of the costs.

The tenant is to pay a proportionate amount of the costs for the necessary cleaning of the community rooms, if those are in an inadequate state at the moving out date.

The tenant is to pay a proportionate amount of the costs for the painting of the rented property at the moving out date, if necessary even after a tenancy under two years and even though it had been painted already at the beginning of the tenancy.

2. The tenant is to remove all personal and inherited objects from the rented premises or from other commonly used rooms.
3. In order to hand back the rented property, the tenant has to make an appointment with the Studentenwerk for a jointly inspection of the rented property 2 weeks before the moving out day at the latest. The inspection of the property can be carried out regularly during office hours (Monday to Friday).
4. The tenant is liable for all costs that may arise from a possible delayed move for the Studentenwerk, in particular the accommodation costs for the next tenant.
5. The landlord is permitted to remove personal items of the tenant from the rented premises or community rooms, if they should still be located in those rooms after the handing back of the rented property. The landlord is permitted to take those things into custody. Objects without an obvious value or perishable things can be disposed of by the landlord. The possession of those objects taken into custody by the landlord is regarded as abandoned after one year of storage. The landlord is only liable for paying damages for lost or broken objects during the time of storage, if his / her actions can be regarded as deliberate or grossly negligent. The landlord is not obligated to insure the stored objects.
6. The tenant is obligated to refund all expenditures that may have arisen for the landlord due to the inadequate clearing of the rented property.
7. The storage costs have to be paid for by the tenant.
8. The tenant is to pass on his / her new address and the necessary account details for the refund of the rent insurance and its settlement respectively to the Studentenwerk at the end of the tenancy at the latest.
9. The validity of the standing order ceases to exist after the end of the tenancy and the refunded rent insurance and settlement respectively.

XXIV. Other Arrangements

1. All changes and additions to the tenancy agreement, including all its constituent parts according to § 4 require a written form.
2. The validity of all other constituent parts does not get affected by the possible invalidity of one or more parts of the tenancy agreement according to § 4.
3. It is being pointed out that the Studentenwerk saves personal data that is necessary for the legal implementation of the tasks resulting from the department for student accommodation and rent accounting (§ 4 Federal Data Protection Act).
4. The tenant agrees on the Studentenwerk's legal use of university data regarding the enrolment in its capacity as the landlord.

Fire Control in the Accommodation

I. Preventive Fire Measures

Fire prevention is the most important task of the fire control. In order to prevent fire, all tenants are obligated to use fire and open lights, in particular candles as well as electrical equipment, gas and other light, power and warming facilities with extra care because hostile fire and accidents can happen at the smallest carelessness.

Combustible actions of others are to be prevented, if possible.

Do not throw any cigarette or cigar leftover or ashes into wastebaskets which are very often the source of those hostile fires. Do not smoke in bed under any circumstances.

All access roads and roads for the fire department as well as doors, corridors and emergency exits have to be kept clear and accessible **at all times**.

II. Behaviour in the Case of a Fire

Keep calm and cool-headed, avoid panic.

Every single hostile fire should be fought at its beginning. All measures ought to be carried out in the quickest possible way.

The person noticing the hostile fire that cannot be extinguished with portable fire extinguishers or other means has to set off the fire alarm immediately.

The following people have to be notified:

- a) the professional fire brigade (telephone 112)
- b) the Department of Student Accommodation or the general caretaker

The fire is to be fought with all possible means. First of all there are fire extinguishers at everyone's disposal that are located in an adequate amount all over the buildings. These are the most important small fire extinguishing devices for fire fighting. Every tenant should be aware of the places of disposition.

All doors and windows are to be kept closed in order to avoid a draught. They are only to be opened, if the smoke development endangers people.

Electrical lamps in burning rooms or rooms in danger to be burning soon are to be switched on – if possible – because the help to relieve the rescue operations in smoky rooms.

Use emergency exits to rescue yourself (escape / emergency balconies, stairs, exits). Do not use lifts.

People in immediate danger are to be rescued first, only then the recovery of real assets may be carried out.

The orders of the fire brigade are to be followed at all times. They are to be supported in any possible way.