



STUDENTENWERK FREIBERG

Anstalt des öffentlichen Rechts

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General Conditions for the Residence Halls of Freiberg Student Services

1. Residence entitlement

1. Only those persons fulfilling the current conditions of the terms of use are entitled to reside in the halls.
2. The tenant commits, for the duration of his residence entitlement, to submit his valid certificate of enrolment ("Studienbescheinigung") or equivalent documents unrequested by every May 15th and November 15th at the offices of the "Studentenwerk".
3. In the case of doubts about residence entitlement, the landlord is entitled to ask for further proof, especially when there is indication that the tenant no longer studies, has finished his studies or is predominantly working.

2. Limitation of residency

1. The landlord rents hall rooms to students in order to foster their studies indirectly. Since capacity in the halls is limited, the landlord tries, by using a rotation principle, to give as many students as possible the opportunity of living under beneficial conditions. The tenant explicitly accepts this interest and with it the time limitation of the tenancy agreement.
2. The tenancy agreement will expire, at the latest, on the date mentioned in the terms of use, without a termination of the contract.
3. The tenant can, up until **3 months before the end of the semester** when his rent time ends, submit a **written application to extend** his contract, if he is still entitled to live in the apartments of Studentenwerk Freiberg. There is no legal claim for an extension of the rent contract. In the event of approval, the tenant receives a new rent contract with the recent conditions.
4. § 545 BGB (German civil code: "Automatic renewal of the tenancy agreement through continuation of usage") is excluded.

3. Rented Property

1. The tenant must use the rented property only for the purposes included in the contract. In particular rooms must not be used for commercial purposes.
2. The regular room inventory can be found on the inventory list, which is to be signed on moving in by both the tenant and the member of staff authorized by the landlord.
3. The collective rooms and facilities can be used only according to their terms of use. Furthermore the right of using them can be recalled by the landlord at any time.
4. The landlord has constructed partly handicapped-accessible apartments which can also be rented to the able-bodied. Should there be a sudden request by a handicapped student for an apartment; the tenant is committed to move to another apartment at the required point in time.

4. Rent, Payment of rent

1. The tenant is committed to ensure his bank account covers the open items on schedule. Additional debit costs due to bounced cheques have to be borne by the tenant. A second attempt for the same cheque will not take place.
2. In the case of warnings having to be sent, the Landlord is entitled to charge a lump sum for arisen administration costs. This lump sum is published in the "Entgeltordnung" (list of charges) of the "Studentenwerk" (Student Services).
3. The landlord can demand the first rent in cash before the tenant moves in.
4. The first month's rent must always be paid in full. In exceptional cases, only half of the monthly rent is payable if the moving in, for reasons for which the tenant can't be blamed, could only take place after the 15th calendar day of the month and which was agreed between the Studentenwerk Freiberg and the tenant.
5. The landlord can charge fees for special services. The figures can be looked up in the "Entgeltordnung" (list of charges) of the "Studentenwerk" (Student Services).
6. The Landlord is authorized to charge a lump sum according to the "Entgeltordnung" (list of charges) for all the administration cost the tenant caused additionally or culpably.

5. Amount of rent

1. Due to legal regulations, the "Studentenwerk" is obliged to calculate hall rents in a way that all the cost necessary to operate the houses are included and covered sustainably.
2. For this reason the "Studentenwerk" on the one hand calculates the total rent in a way that the running expenses for the house, or the asset group containing the rented property, are covered. On the other hand the particular housing quality is considered. Included in the total rent are the current costs and costs of operation in terms of "II. Berechnungsverordnung". The allowance costs will be passed on to the number of rented rooms in the hall.
3. Subsequent billing or crediting will not take place.

4. If cost-recovery can not be reached anymore due to the enduring raise of expenses, the Landlord can raise the rent. The raised rent has to be paid from the month forward that is mentioned in the written statement, at the earliest in the beginning of the next but one month.

6. Summation against rental claims

The tenant can only sum up his own claims against the ones of the landlord in case his claims are undoubted. The intention of settling claims against each other has to be signalized one month ahead of the maturity date of the rental claim.

7. Deposit

1. The deposit does not pay interest, BGB § 551 (3) (German civil code):
"In the case of student or youth halls, the Landlord is not liable to pay interest on the deposit."
2. The deposit can be settled after the return of the rented property with:
 - a. claims of the landlord owing to missing inventory or keys.
 - b. claims of the landlord owing to damages on the landlord and tenant case
 - c. miscellaneous claims of the landlord.
3. The billing and the return of the deposit or the not settled parts of the deposit to a bank account the tenant named will be transferred earliest in six weeks till latest in six months after the end of the tenancy.

8. Start of tenancy

1. The tenancy starts on the day mentioned in the tenancy agreement. The handover of the rented property takes place the same day. Should this day be a Saturday, Sunday or a national holiday, the handover will be carried out the next working day. The first rent will not be reduced due to this fact.
2. The tenant is not entitled to have the rented property handed over to him/her until he/she
 - a. Proofed that he/she paid the deposit and if possible the first rent
 - b. has granted a SEPA-debit authorization and
 - c. has proof of his/her entitlement to live in the halls of residence.

9. Moving

1. Moving within the residence halls or houses is only valid by permission of the landlord and a new rent contract. **Moving requests have to be submitted in written form latest 3 months before the end of the semester** to the responsible administration clerk. The handling and approval of the moving request is at the discretion of the landlord.
2. A fee, according to the "Gebührenordnung" (Fee regulation), will be charged.
3. The landlord can request the tenant to move if this act is necessary to protect the legal interests of the landlord.

10. Termination by the tenant

1. The tenant has the right to terminate the tenancy **until 3 months before the end of the semester** in written form.

2. Should it be necessary to terminate the tenancy due to changes in the studies or special individual cases earlier than mentioned in paragraph 1, it is possible to conclude a cancellation agreement. The cancellation contains a clause that commits the tenant to pay compensation. The cancellation agreement has to be concluded at the latest on the third workday of the month before the month in which the tenancy is supposed to end. The compensation is due on the return date of the rented property. The landlord's claims on possible arrears of rent, deposit or damages on the rented property remain untouched.
A special circumstance is given when the tenant is exmatriculated and will not re-enrol at the same university. Under the condition that the landlord has a proof of exmatriculation, at the latest on the last day of the tenancy, the compensation is dropped.

The compensation will also be dropped if the tenant can find another tenant who will live in the apartment at least until the regular termination date mentioned in paragraph 1. This tenant has to be eligible according to article 1 of this tenancy agreement and cannot have another tenancy contract valid tenancy agreement with the landlord.

11. Premature termination by the landlord

1. The landlord can terminate the tenancy earlier in case of good reasons under the condition of keeping the terms of legal termination (German civil code) in written form. The landlord will use this right particularly when
 - a. the special purpose of the tenancy agreement is violated by the tenant or by reasons he has to answer for,
 - b. the landlord can no longer continue the tenancy due to unacceptable, extensive or steady violations on the part of the tenant,
 - c. the tenant is not eligible to live in the apartments anymore,
 - d. in spite of demand, the consistency of the tenants eligibility has not been proved,
 - e. extensive actions for the conservation of value- and actions of reconstruction concerning the landlord and tenant case, should take place. The landlord will offer comparable living space within the scope of possibilities. The actions have to be announced on time.
 - f. the residence hall is closed. The landlord offers comparable living space within the scope if possibilities.
2. Termination without notice is particularly justified when,
 - a. the tenant did not pay rent or parts of the rent (that value more then one rent total) for two consecutive months,
 - b. the tenant is in arrears with partial amounts higher that the value of two rents,
 - c. the tenant uses the living space contrary to contract, especially when left the apartment partly or totally to a third person or,
 - d. the tenant violates other contractual obligations extensively or repetitively.

12. Termination of the tenancy

1. The tenancy ends in case of
 - a. determinable tenancies on the date mentioned in the tenancy contract,
 - b. a termination via tenant on the last of the month, the downright due date,
 - c. termination via landlord on the date mentioned in the termination letter.
2. The tenant is committed to hand over the rented property at the latest at 10 am on the day mentioned in the tenancy agreement. The handover can only be carried out to a person accredited by the landlord. In case the date of termination should be a Saturday, Sunday or national holiday, the handover will be carried out the last working day before, within the working hours of the responsible caretaker. Thus, the last rent will not decrease.

3. The tenant is committed in preparing the rented premises so that re-letting is possible without interruption. Particularly:
 - a. All damages and defects on the rented property (including rented inventory), for which the tenant is liable have to be fixed appropriately and professionally,
 - b. potential rented inventory that has been removed by the tenant, has to be in place and in original condition again,
 - c. the tenant has to remove all personal property from the living space and other used rooms,
 - d. the living space and the windows have to be cleaned well.
4. The landlord is authorized to check up on the condition of the rented property before the handover. Prior, an appointment will be arranged. Should the tenant be unavailable and does not authorize another person, he is committed to allow access to the landlord in absentia.
5. Deficits under paragraph 4, detected during the inspection will be written in a protocol that will be signed by both landlord and tenant. The protocolled defects originated from the tenant, have to be overcome until the handover date. The landlord is authorized to fix defects that have not been eliminated until handover date by himself or let them be fixed. The tenant in this case is bound to pay the charged expenditures and possible compensations of third parties. The same rule applies if the tenant obviated or denied the punctual inspection.
6. The latest on the handover date, the tenant has to
 - a. handover all keys (potential self made keys as well) of the rented or used rooms,
 - b. name his exact (future) address and
 - c. name the necessary bank account numbers for the return of the deposit or other credits.
7. Personal property, the tenant left in the rooms after the handover can be removed by the landlord. Furthermore the landlord is authorized to destroy matters without identifiable value. Things that the landlord stored will descend to his ownership after one year. For damages occurring in the time of storage the landlord is only liable in cases of gross negligence or intent. He is not committed in any case to provide insurance coverage or to take further measures as for his own property. For the cost resulting to the landlord from defaulted removing of items the tenant has to provide compensation. Referring to the law of lien on outstanding accounts the landlord is authorized to refuse the delivery until the tenant balanced possible debts.
8. If the landlord was authorized to terminate the tenancy without notice, the tenant stays committed to paying the rent beyond the date mentioned in paragraph 2 until the date the landlord could have terminated due to notice, the latest until re-letting of the living space.

13. Cessions of right of use to third party

1. Every cession (even partial) of right of use is prohibited. Especially the short-termed accommodation of family members (marriage partners, children), except for reasonable exceptional cases in which approval of the landlord has been obtained.
2. Short-termed accommodation of a private visitor is allowed. This person has to be registered in the janitor's or the administrator's office. For every overnight stay there is a fee to pay which can be checked in the „Gebührenordnung“(Fee regulation). Should the landlord find out unregistered visitors, a fee of 80 EUR will be charged.
3. The tenant can request the subletting of his apartment during a study-related stay outside the university to a person who is also entitled to live in the halls of residence of Studentenwerk Freiberg. The landlord must agree in written form to the subletting of the room. A legal claim of subletting the room doesn't exist. In the event of approval, the main tenant should sign a sublease contract with the subtenant, because the main tenant remains the main contact signer and is therefore still liable to pay to the landlord and is also liable for all damage and defects caused by the sub-tenant.

14. Responsibilities of the tenant

1. The tenant has to take all reasonable measures to prevent loss, destruction or damage of the rented or used rooms and matters. Particularly:
 - Keep rooms locked,
 - Cautious use of open fire, blaze and electric heat sources,
 - Securing the water pipes against freezing,
 - Securing of windows and doors against slamming.
2. The tenant commits to careful treatment of the rented premises, the shared rooms, the inventory and the traffic areas as well as the grounds.
3. The tenant is bound to comply with all the terms and regulations and the rules of the house as well as the fire protection code. He is also committed to advise his visitors of these regulations. Particularly, he is obligated to inform himself about fire security, fire exits, and alarms and to behave in a way so that fires are prevented. The fire protection installations are not to be damaged or limited in their functionality. The abuse of fire extinguishers is prohibited.
4. The tenant is committed to economize the use of electricity, gas, water, heating or similar energy sources.
5. The tenant is in charge of the cleaning of the rented premises and the shared rooms inside the apartments. He has to keep vermin away at his own expense. The tenant can only plead on the rooms afflicted prior to him moving in when he informs the landlord within 14 days after moving in.
6. The tenant is obligated to inform the landlord instantaneously about all detected defects, damages or failures on and in the landlord and tenancy case (rented rooms), the shared rooms, the building or the technical installations.
7. The tenant is obligated to pay attention to the public notices of the „Studentenwerk“, including the announcements on the landlord's webpage.
8. All changes of surname, of home-address including the changes of street- and toponymy must be told to the landlord unrequested and immediately.
9. The tenant is bound to signalize moving in instantaneously to the responsible registry office, therefore the tenant receives a signed confirmation of living from the landlord.

15. Maintenance and structural alterations of the rented premises

1. The structural measures of the rented rooms are, except for the exceptions mentioned in paragraph 2, incumbent on the landlord. He is authorized to conduct renovation, structural alterations necessary for the sustainment of the building or the rooms, the prevention of imminent dangers, the settling of damages or the increase of profitability without the explicit compliance of the tenant. The tenant is obligated to allow and tolerate access for the mentioned operations; he cannot hamper or delay the realization. If not under special circumstances (any urgency) the landlord will give the tenant sufficient notice.
2. The tenant must not undertake any constructional changes in the apartments. Exceptions from this rule need prior written approval of the landlord. With the termination of the tenancy, the tenant, if applicable, and as well in case of approved changes, must reconstitute the original condition again.
3. The tenant is liable for all damages cohesive to the conducted building measures, as well in case of landlord-approved changes.

16. Aesthetic repairs

1. The tenant has no claims on the rooms being renovated when the tenancy starts. Also there is no general commitment of the tenant to perform aesthetic repairs when moving out. Yet, the tenant is bound to keep and return the rooms in a liveable condition.

If required, the landlord will allocate the necessary materials and tools in the desired quality and quantity for free.

The landlord will not cover cost for materials the tenant bought himself.

2. Should the tenant move out and the rooms show above-average wear out, or should the rooms, under general measures, not be in a habitable condition and the tenant does not carry out the repairs himself, the landlord can perform the necessary repairs at the expense of the tenant.
3. The tenant is bound to only use common tones in the walls, or to recondition the original state when moving out.
4. The aesthetic repairs have to be performed in a professional manner by the tenant.
5. Adding wallpaper on walls, which have not been decorated before, is prohibited.

17. Inventory

1. The tenant is bound to use the rented inventory carefully and clean it regularly. He/she cannot change nor dismount the inventory. Neither can he leave it, or parts of it, to a third party. The removing of inventory connected to the building is a structural alteration and therefore prohibited.
2. Even in furnished or fully furnished rooms the tenant only has a claim on basic equipment. Potential small pieces of furniture, television or radio sets, bedding and bed linen, curtains, drapes, kitchen equipment, dishes, waste baskets, ashtrays, light bulbs, fluorescent bulbs or the like are at any time revocable, voluntary, additional services of the landlord. Claims on rent abatement due to the revoke of one of these additional services are excluded.
3. Not required or used furniture can be stored by the tenant in proper, by the landlord – to the extent available - offered rooms. In case of damages or loss, the tenant is liable. A claim on rent abatement in case of not using the furniture does not exist. Stored furniture has to be put into the rented rooms completely and properly when moving out.

18. Keys

1. The tenant is obligated to keep the keys to the rented or used premises safely.
2. The tenant is obligated to inform the landlord immediately in case he lost a key.
3. When the lost key is part of a locking system, the landlord is authorized to replace all locks of the system when the other concerned persons' security can not be guaranteed.
4. The procurement of replacement locks and keys can only be carried out by the landlord. The tenant is liable to the landlord to compensate all his expenses monetarily. The landlord can charge a lump sum for a security key or security lock without itemization, when no higher costs in the particular case are substantiated. The amount of the lump sum on the start of the tenancy is defined in the „Gebührenordnung“ (Fee regulation).
5. The tenant is not allowed to replace locks of the landlord.

19. Access to the rented premises

1. The tenant is obligated to allow entrance to the landlord or an authorized person in the following cases:
 - a. In a timely manner during the regular working hours to check the condition of the rented property,
 - b. To conduct maintenance and works for structural alteration of the rented property,
 - c. At any time to prevent a danger of life and health of people and to prevent extensive property damage.
2. The landlord will, on occasions according to paragraph 1 letters a) and b), inform the tenant as soon as possible about the date and approximate duration of the necessary access.
3. If neither the tenant nor an assignee is present on the advertised date or in an emergency according to paragraph 1, letter c), the landlord is authorized to open the rented premises with the extra key if the tenant has not contradicted formally. The tenant, in these cases needs to be notified by leaving a written note.
4. When the tenant denies, hampers the access or makes it impossible to enter in any other way, he is liable for the occurred damages.

20. Liability of the landlord

1. The landlord is basically liable for all damages occurring to the tenant due to his own grossly negligent or intended default. Any further claim is excluded.
2. For damages on the private belongings of the tenant, which he keeps in unlocked rooms or rooms accessible for multiple people, the landlord is not liable in any case. The same applies for personal belongings, the tenant stored in rooms only the landlord can grant access to.
3. The landlord is not obliged in any case to cover the tenant's belongings with insurance.
4. The landlord does not assume liability for not properly delivered or lost incoming mail or other delivered matters.

21. Liability of the tenant

1. The tenant is liable to the landlord for all damages or defects he is responsible for. Especially when responsibilities, defined in the tenancy agreement, are getting violated.
2. In case of damages in the rented premises or the damage or loss of rented inventory, the tenant has to compensate these losses monetarily. The tenant is explicitly informed that in case of damage or loss he is incumbent of proofing his innocence.
3. The tenant is bound to check the rented property immediately when taking over the rooms and to inform the landlord about objections within two days. If he neglects to do so, the rented premises are regarded as taken over correctly. The tenant can then no longer invoke on the damages existing prior to moving in.
4. When operations the tenant is regularly bound to, are performed by an employee of the landlord by the tenants own desire, the landlord is authorized to claim the compensation of the expenses at the amount of the internally fixed time rates (plus eventually extra accounted material cost) from the tenant. The fixed time rates can be looked up in the "Gebührenordnung" (Fee regulation).

5. The tenant accepts that for commonly used matters the principles of common carefulness, duty of disclosure as well as the principle of collective liability, apply. The adjustments of claims in case of commonly used matters of a room, a living unit or a hallway are covered by all the roommates or the residents of the living unit. In this respect the participating tenants are joint debtors.

22. Parking

1. The tenant can only park his car in the designated areas.
2. The tenant cannot deduce a claim on the allocation of a parking place from the tenancy agreement.

23. Internet connection, cable television, telephone systems

To the extent possible, the tenant will be offered a possibility to access the internet and student-network within the terms of use of the student network. Neither the landlord nor the student network will guarantee functionality or assume liability. Maintenance and running of the network is incumbent on the student work group; the rules of the operator have to be followed.

1. The tenant can only use wires, approved by the producer of the installation to connect to the broadband network. The tenant must not make any changes on the existing connections.
2. Usually there are two telephone connections in each of the rooms. The registration needs to be done at ones own expense with an external operator.
3. Telephone sets will not be provided by the landlord.

24. Data protection / privacy

The tenant agrees that all the necessary personal information to provide founding and administrating of the tenancy will be saved and processed within the legal framework with the support of data processing.

The "Studentenwerk Freiberg" does usually not submit information to third parties, unless they are not legally bound to do so.

After termination of the tenancy, the data will be archived for another six years. Hall records from prior tenancies with the "Studentenwerk" will be continued by the landlord.

25. Consumer Dispute Settlement Act

We are neither willing nor obliged to participate in a dispute resolution procedure in front of a consumer arbitration board according to the Consumer Dispute Settlement Act.

However, the Consumer Dispute Settlement Act requires that we nevertheless refer you to the consumer arbitration board responsible for you:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V., Straßburger Str. 8, 77694 Kehl, Internet: www.verbraucher-schlichter.de

Freiberg, January 2020