

**General Rental Terms for the
Evangelical Student Accommodations of the Evangelical Church in the
Rhineland**

Last Revised: 1. August 2014

§ 1 Residence Entitlement

- (1) Proper students of the Universities, preparatory colleges, and establishments of higher learning of the place named on the lease agreement (where the residence hall is) are entitled to residence in the student residence hall so long as no other reasons (see section 2) for exclusion exist.
- (2) Those with no entitlement to live in the residence halls are:
 - a) those who are also simultaneously working as an assistant, scientific employee, student teacher, interning doctor, or pursuing any comparable employment
 - b) those who are regularly employed for more than 20 hours a week
- (3) The tenant must provide original proof of their matriculation and thus their residence entitlement within 5 business days of the start of each semester to the landlord. The tenant must also notify the landlord within 5 business days of the loss of residence entitlement (eg: examinations, exmatriculation, or non-entitlement as according to section (2)).
- (4) In the case of a minor all guardians must also sign the lease agreement in their own name.

§ 2 Provisional Use

- (1) Rooms will be rented under the provision that the tenant is actively a student.
- (2) The tenant has the right to the use of the common rooms (eg: meeting rooms, television room, bar, cafeteria) as well as utility rooms (eg: kitchen, toilets, bathrooms, laundry rooms, storage rooms). Respective rules or regulations thereof must be followed. Should the tenant not respect their obligatory duties as tenant, commit a culpable breach of the rules, or creates a sustained disturbance to the life together with other student then they may be reprimanded with a written warning. In the event of a second infringement the landlord may immediately ban the tenant's use of common rooms.

§ 3 Terms of Payment

- (1) Rent is due in advance, at the latest on the third work day of the month. Absence of the tenant does not release them from rent payments during their absence.
- (2) The tenant is required to establish a reoccurring direct debit authorization with their credit institution, so that rent may be taken directly each month. If the tenant's bank account has insufficient funds, or the direct debit fails due to circumstances under the control of the tenant the tenant must pay an administration fee of at least EUR 7,50 as well as any associated bank fees for each occasion.

§ 4 Determination of Rent

- (1) Rent will be agreed upon in writing in the tenancy contract. Included in the rent are all costs of the operational cost ordinance as well as the following costs:

- Property tax	- Sewer fees
- Street cleaning and garbage removal	- Garden maintenance
- Insurance	- Storage space
- Base fees for the community telephone	- Water
- Heating and warm water	- Cleaning of the House
- Electricity	- Television and Radio connection
- Maintenance costs (such as fire extinguishers Fire alarms, smoke detectors, emergency set-ups)	- Basic telephone costs and Internet connection
- Roof cleaning	- Costs for the removal of surface water

(2) The landlord is entitled to determine new rent prices to cover rising costs or in the case of reduced financial support from the church. Newly determined rent prices must be shared in writing with explanation with tenant. The notice may happen latest one month before the rent change.

(3) If internet networks run by external operators is offered in the residence hall (eg: HOROS-Uni-Netz in Saarbrücken or Uni-DSL in Aachen) then the tenant must accept their terms and conditions before being able to connect to the internet.

§ Security Deposit

- (1) Before the lease begins the tenant is required to provide a security deposit in the amount of three times their monthly rent. During the duration of the lease contract the tenant may not request that rent payments or partial rent payments be taken from the security deposit.
- (2) Upon end of the lease after outstanding charges have been subtracted the security deposit will be returned to the bank account of the tenant. Should the account of the tenant have changed then they are required to inform the landlord with all haste.

§ 6 Keys/ moving in and out

- (1) When moving in the tenant will receive a key upon receipt as well as a room inventory protocol. Possible damages or defects are to be recorded. The key and inventory are to be returned intact upon moving out.
- (2) The tenant is not permitted to exchange the provided locks with their own or to have spare keys made.

§ 7 Official Registration

The tenant is responsible for their official registration of place of residence, including second place of residence. They are to present their official registration documents to the residence hall administration within a week of moving in.

§ 8 General duties of the tenant

The tenant must:

- a) use community rooms for their intended purposes, treat them with care, and always leave them clean.
- b) the rented room and its contents are to be treated with care and permanent changes to the interior design are to be avoided
- c) living space is to be regularly aired
- d) living space is to be regularly and adequately cleaned
- e) economical use of electricity and water should be attended to
- f) rented rooms are to be kept free from vermin
- g) damages or defects that appear during tenancy are to be promptly reported
- h) in the case of a longer absence during the heating period of the year, the radiator should not be turned completely off
- j) all applicable house rules or regulations are to be respected
- k) the keeping of pets is not allowed
- l) the use of heating or cooking devices other than a coffee machine in the rented rooms is prohibited
- m) quiet hours, as according to the house rules and regulations is to be respected
- n) it is not permitted to use the internet for illegal activities

§ 9 Subletting to Third Parties

The subletting of rooms to third parties, the accommodation of third parties including family members, or the trading of rooms is fundamentally not allowed. In special justifiable cases permission may be given for a specific period of time. This permission, however, may be rescinded at any point.

§ 10 Parking of vehicles on residence hall property

- (1) If the tenant has a motor vehicle or motorcycle they must provide the landlord with its registration number.
- (2) The tenant is required to park their motor vehicle or motorcycle only in the approved spots
- (3) For the student residence hall in Koblenz there is management of parking. In this case to be allowed to part one must obtain a parking pass. Parking without parking pass is not allowed.

§ 11 Damages and Defects of the rented property, cosmetic repairs

- (1) The condition of the rented property at the time of transfer will be determined through the handover protocol. After the discovery of any hidden damages the tenant is liable to promptly make reparations.
- (2) Maintenance work and structural changes for the maintenance or improvement of the house, rented rooms or such work undertaken to repair damage may commence without the approval of the tenant, but only after a week's notice has been given. The tenant must tolerate these measures.
- (3) The landlord is not required to make cosmetic repairs during or after the end of the lease contract.

§ 12 Entering of Rented Rooms

The landlord or his representative are allowed to enter the rented rooms for verification purposes or to repair damage between the hours of 8:00-19:00 after giving notice at least 24 hours in advance. In the case of imminent danger, the landlord or his representative may enter the rented rooms at any time.

§ 13 Liability of the tenant

- (1) The tenant is liable for damages caused to the rented property and its contents as well as loss of property should items be removed, and should the tenant be responsible for the removal/ damage.
- (2) If the tenant partially or entirely loses their keys, then they are liable for the replacement of the key or replacement of the entire lock when it cannot be ruled out that the lost key might be misused. If misuse can be ruled out, then the student is liable only for the replacement of the key.
- (3) If the tenant leaves the rented room in a state of uncleanliness despite their responsibility according to § 15 or § 16 they are liable to pay a compensation in the amount of their agreed upon rent plus incidental expenses. Should the landlord be contractually obligated to provide replacement accommodations to a third party, the tenant will also be liable for the damages (ig: costs) thereof.

§ 14 Liability of the landlord

- (1) In the case of property damage the landlord or his representative is liable only in cases of malicious intent or negligence as long as contractual obligation is not infringed upon.
- (2) The landlord is not liable for damages due to the malfunction of heating, cold or hot water, or electricity caused by force majeure.

§ 15 End of lease agreement without termination

- (1) The lease agreement ends with the expiration of the date as written under point 1. in the lease agreement.
- (2) It is possible to extend the lease agreement past the previously mentioned point in time, this however does not constitute a legal claim of continued tenancy. The application for a lease agreement extension is due in writing at least three months in advance.
- (3) Divergent from section 1 and section 1, the end of lease agreement without termination will occur at the end of the semester if the tenant successfully concludes their final exams, is exmatriculated, or begins gainful employment according to § 1 (2).

§ 16 Termination of the lease agreement

- (1) The renting parties may terminate their contracts with two months' notice at the end of any given the semester (31.03./30.09.). Termination at other times is not allowed.
- (2) The landlord may terminate the lease agreement without notice in the following situations:
 - a) the tenant did not disclose or did not promptly disclose gainful employment such as those described in § 1(2)
 - b) the tenant did not or did not promptly give proof of their entitlement of residence as described in § 1 (3)

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*In situations of uncertainty the Original German text of this document will be prioritized.

- c) the tenant did not or did not promptly give notice of loss of entitlement of residence as described in § 1 (3)
- d) usage contrary to contract, especially transgressions against §§ 2 (2), 8 and 9 the rental terms after a previous written warning.
- e) grave transgressions against the House Rules and Regulations after previous written warning.
- f) if the tenant fails to pay rent two months in a row; or are behind by more than one month's rent; or if you owe more than the sum of one entire month's rent in period of time that stretches over two payment periods

(3) All terminations of lease agreements are to be given in written form

(4) The tacit assumption of contract extension by continued use of the rented rooms after end of contract (§ 545 BGB) will be contradicted.

§ 17 Duties of the contractual parties after the end of the contract

- (1) The rented rooms are to be cleaned by the tenant and the complete contents of the room are to be present at the absolute latest on the last day of the contract. The keys are also to be handed over.
- (2) The tenant is required to be there for the returning of the rooms. Should the tenant be absent, the landlord will complete the handover by themselves.
- (3) In conjunction with the end of rental contract the tenant is required to provide the landlord with their new address and insure that their post will be forwarded to their new address.

§ 18 Items left behind by the tenant

In the case that items are left behind after the tenant moves out, the items will be made available for a specific amount of time for pick up. After the time period runs out the landlord will no longer be liable to keep the items.

§19 Data Protection

The tenant is in agreement that their personal data will be saved in residence hall and regional ecclesiastical office data files and will be used for internal purposes.

§ 20 Legal Provisions

The Civil Code and especially the special rules for student residence halls apply.