

General terms and conditions of rental (GTC)

(dated 01.11.2017)

Insofar as the masculine form is used for “tenant”, this refers to both male and female residents of the residential halls. In favour of a better readability, we have chosen not to use the masculine and feminine form as far as possible and kindly ask for your understanding.

§ 1 Rented property, rotation principle and right of residence

- (1) The rented property is temporarily rented out to the tenant for the special purpose of studying. The residence entitlement is determined by the current procurement directive.
- (2) The tenant is obliged to submit a certificate of enrolment for the current semester (in person, by post or by email) to the landlord within 3 weeks after the beginning of the lecture period of each semester without special request.
- (3) The tenant is obliged to immediately inform the landlord in case he loses his residence entitlement. The de-registration of the tenant does not mean he is entitled to terminate the rental relationship without observing a notice period (see Section 2 (7) GTC).
- (4) The special requirements according to Section 549 (3) of the German Civil Code (Bürgerliches Gesetzbuch - BGB) apply to rentals of residential halls.
- (5) Surrendering rented rooms in residential halls constitutes an indirect government support. As there is only a limited number of available places in the residential halls and, according to the rotation principle, government supported housing has to be provided to the greatest possible number of students, the rental relationship is only temporary.
- (6) The landlord reserves the right to assign a different rented property to the tenant for compelling reasons, without observing the notice period stated in the rental agreement.
Compelling reasons are:
 - » urgently needed repairs,
 - » maintenance measures and structural modifications,
 - » use of specially utilised housing such as mother-and-child apartments or apartments adapted to the needs of disabled by such needy people.
- (7) The handover and acceptance of the rented property usually only takes place from Monday to Friday from 7:00 a.m. to 15:30 p.m.. If the contract starts on a public holiday, Saturday or Sunday, the handover/acceptance takes place on the following working day. In this case there is no entitlement to rent reduction.
- (8) When handing over the rented property the condition and completeness of the included inventory is noted in a handover protocol which has to be signed by both parties. With his signature, the tenant accepts the proper condition of the rented property. Limitations shall be noted in the protocol.
- (9) According to the current Reporting Act (Meldegesetz), the tenant is obliged to report to the registration office within two weeks of moving in or moving out of a residence. Appropriate certificates are handed out by the Studentenwerk Potsdam and have to be submitted to the registration office.

§ 2 Rental period and termination

- (1) The rental period is specified in the rental agreement.
- (2) Reasons for a time-limited extension are established in the current procurement directive. The extension of the rental period always requires a written addendum to the rental contract.
- (3) Section 545 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) is not applicable. The right to termination for important reasons remains unaffected.
- (4) The landlord is entitled to terminate the rental relationship for cause, inter alia, if:
 - a) the tenant is in default of payment of the rent or of a part of the rent which exceeds a monthly rent on two successive dates,
 - b) in a period of time spanning more than two dates, the tenant is in default of payment of the rent which amounts to two monthly rents,
 - c) the landlord did not provide proof of a residence entitlement according to Section 1 Number 2 of the GTCs in a timely manner. The same applies in case the study path is changed after the prior conclusion of a different study path, even if the maximum period of residence has not been reached,
 - d) the tenant uses the rented rooms in breach of contract (by neglecting to exercise the care incumbent upon him or by substantially endangering the rooms by using them in breach of contract to a considerable degree, e.g. poor cleaning of the rooms or neglect),
 - e) the tenant allows a third party to use the rented property in whole or in part without the approval of the landlord (this provision does not depend on the date and the time period of the unauthorized surrender),
 - f) the tenant culpably fails to fulfil his obligations under the house rules and the GTCs, particularly in case he disturbs the domestic peace permanently and in such way, that after taking into account all circumstances of each individual case - in particular the fault of the tenant - and after weighing the interests of both parties, the landlord cannot reasonably be expected to continue the rental relationship to the end of the notice period or until the rental relationship is terminated in another way,
 - g) false information was given at the time of the application for an accommodation,
 - h) the tenant has violated applicable fire regulations.
- (5) In case of a termination without notice the tenant is liable for the loss of rent, ancillary rental expenses and other services until the rooms are rented out again as well as for the costs of legal proceedings.
- (6) The tenant may terminate the rental relationship exclusively to the end of a semester. The notice of termination has to be given no later than on the third working day of the penultimate month of the semester (here: 2 months). The date of the delivery to the Studentenwerk Potsdam is decisive. The rental relationship is extended automatically by a further semester if it is not terminated by one of the two parties of the rental agreement two months before the expiry of the contract. The automatic extension is limited to a total period of residence in the residential halls of the Studentenwerk Potsdam which may not exceed 8 semesters. Contrary agreements are stated by the rental agreement.
- (7) In case the residence entitlement of the tenant lapses, the periods of notice according to Section 2 Sentence 6 GTC shall also apply. Proof on the loss of the residence entitlement must be provided in writing (e.g. in the form of a de-registration certificate by the university). An extension of the rental agreement beyond this date is excluded.

§3 Rent and rent adjustment

- (1) The monthly total rent - as defined in the rental agreement - includes the net cold rent as well as the proportional operational and heating costs, as defined in the Operational Costs Ordinance (Betriebskostenverordnung). The landlord is entitled to re-determine (increase or lower) the rent in regular intervals. At the time of the re-determination of the rents, the landlord may follow the actual costs or the consumption of all residential halls or definable economic entities.
- (2) The landlord informs the tenant about the changes in the amount of rent in a unilateral written

statement. The tenant may view the basis of this increase in rent, which includes the operational and heating costs determined in the past as well as the allocation for modernisations. The landlord is obliged to inform the tenant on the adjustment of the rent in writing at least 4 weeks before the entry of force.

§ 4 Deposit

- (1) In order to secure the claims of the landlord arising from the rental relationship itself as well as from the termination of the rental relationship, the tenant undertakes to pay a deposit to the landlord before moving in amounting to EUR 300. In case the tenant paid a reservation fee into the account of the Studentenwerk Potsdam, this shall stay with the landlord as deposit at the time of the conclusion of the rental agreement.
- (2) During the rental period, the landlord is entitled to make use of the rent security deposit in whole or in part in cases of uncontested or finally and non-appealably established claims. In this case, the tenant is obliged to replenish the rent security deposit immediately.
- (3) During the term of the rental relationship, the tenant is not entitled to set-off claims against the landlord against the deposit, unless the claim is undisputed or determined by a court. The claim on returning the deposit is neither pledgeable nor assignable without the consent of the landlord.
- (4) The deposit will not bear interest (Section 551 (3) Sentence 5 of the German Civil Code (BGB)).
- (5) The landlord shall settle the deposit 6 months after termination of the rental relationship at the latest. The positive balance of the deposit will be transferred to an account to be named by the tenant. In case of transactions to foreign countries the landlord is entitled to deduct the resulting bank charges.

§ 5 Rental payment/Default of payment

- (1) The monthly rent is to be paid in advance to an account specified by the landlord by the 3rd working day of the current month at the latest and the payment must state the name and the tenant number (the date of receipt of payment is significant).
- (2) The tenant undertakes to give the landlord a direct debit authorisation for his bank or postal account in the form of a revocable SEPA Direct Debit to the amount of the respective rent due for payment. With this, the landlord is entitled to debit the monthly payable rent from the account of the tenant or the account holder.
- (3) The debiting/deduction from the bank account will take place on the 2nd working day of the current month at the earliest.
The tenant has to take care that his account is sufficiently covered. In case the debiting is not possible, the tenant must bear the costs incurred. The landlord is entitled to charge a lump-sum administration fee in accordance with the catalogue listing the fees of the Studentenwerk Potsdam for every additional administrative effort and every further reminder. The tenant may provide proof that the damage occurred is lower. The tenant shall bear the fees for the return debit.
A second debit attempt regarding the same claim shall be carried out by the landlord. After a repeated chargeback of the claim the tenant must transfer the rent arrears to the bank account specified in the rental agreement.
- (4) In exceptional cases the self-paying tenants may make the due rental payment in cash or by debit card/Vpay (formerly EC-Card) at the cash register of the headquarters of the Studentenwerk Potsdam during the opening hours or they may transfer the amount to the bank account specified in the rental agreement under indication of the contract number.

§ 6 Moving houses within the residential halls of the Studentenwerk Potsdam

- (1) It is not permitted to swap a rented property or to move houses within the residential halls of the landlord is without his consent, respectively without concluding a contract once again. At the explicit request (online application form "Moving houses") such a change of apartments can be permitted by the landlord, provided that an important reason is put forward and exists.

- (2) A fee for swapping apartments or moving houses will be charged by the landlord in accordance with the catalogue listing the fees.
- (3) The tenant is obliged to arrange a preliminary acceptance of the rented property by the landlord/caretaker at least 14 days before moving houses.
The final acceptance of the rented property in the form of a written acceptance protocol will take place on the day the tenant moves out.
Possible defects or damages of the rented property (including the inventory) are stated in the acceptance protocol. The tenant will be charged the costs for the substitute performance resulting from this.
- (4) The tenant must move houses until 10:00 a.m. on the first working day before the expiry of the old agreement or after the beginning of the new contract from 2:00 p.m.

§ 7 Collective heating and hot water supply

The landlord is responsible for the supply of the rental property with heat, cold and warm water in sufficient quantity and quality.

§ 8 Parking spaces, storage of bicycles

- (1) The tenant is obliged to solely use designated parking spaces to park his car and to adhere to the road traffic rules on-site. Illegally parked vehicles will be towed at the owner's expense.
- (2) Motor vehicles and motor vehicles parts of all kinds may not be parked inside of certain buildings which are designated for residential purposes or for the permanent residence of persons, including the cellars and bicycle boxes.
- (3) It is generally not permitted to park vehicles that are permanently not in use or not registered by the police on the premises of the residential halls managed by the landlord. Vehicles that have nevertheless been parked there will be removed at the owner's expense.
- (4) Vehicles may not be repaired on the premises of the landlord if this can lead to a harassment of other people. In particular, all repair works that may cause environmental pollution (e.g. oil change, car wash, etc.) are forbidden.
- (5) Even after commencement of the rental relationship, the landlord is entitled to make the use of the existing parking spaces subject to the conclusion of an additional rental agreement and/or the payment of a separate rent. As long as existing parking spaces can be used free of charge, this is a voluntary additional service of the landlord which is not part of the obligations agreed on in the rental agreement.
- (6) Bicycles may only be stored in the designated rooms or parked in marked areas. It is not allowed to take bicycles to the rented rooms. Bicycles parked illegally in hallways, staircases, entrance areas, etc. shall be removed by the caretaker for safety reasons (escape and rescue routes).
- (7) The landlord is entitled to remove unused or obviously unusable bicycles after a prior announcement and to dispose of them after a period of 4 weeks.

§ 9 Maintenance of the of the surrendered rental property, obligations of due diligence and cosmetic repairs

- (1) When moving in, the tenant accepts the quantity and condition of the inventory by signing the handover protocol. It is not permitted to remove/relocate the furniture or parts of the furniture inside or outside the residential halls of the Studentenwerk Potsdam.
- (2) The tenant is obliged to look after the surrendered rented property, the included inventory and the (common) rooms surrendered for joint use and to ensure a sufficient and regular cleaning.
- (3) The tenant is obliged to use electricity, gas, water and heating economically.
- (4) Portable electrical devices brought by the tenant must be kept in a technically perfect condition. The tenant shall be responsible for damages to the rented property.
- (5) Household waste and any other waste shall be disposed of in the appropriate container locations of the residential halls. Recyclable materials shall be separated properly.
- (6) If the tenant is absent for a longer period of time, he shall ensure that the accommodation is

ventilated and heated sufficiently and that he can receive information concerning the rented property at short notice.

- (7) Damages to and inside the rented property must immediately be reported to the landlord or his representative in writing. The tenant shall be liable for all damages and losses to the rented property/the inventory that are detected at the time he moves out of the accommodation at the latest if these were culpably caused by the tenant. The tenant shall be liable for damages that were caused by his relatives, visitors, guests etc. in the same way. In the event of damages to the inventory, the tenant shall have to compensate the restoration or the replacement value.
- (8) The tenant shall bear the costs for the repair of minor damages (small repairs) or minor maintenance and repair work on the installation devices for electricity, water, the heating and cooking facilities as well as window and door locks. The costs for the repair may not exceed the amount of 100 EUR in each individual case and annually 10% of the gross annual rent (rent plus ancillary costs, heating costs and electricity).
- (9) The tenant is obliged to carry out cosmetic repairs.
- (10) The landlord is not obliged to carry out cosmetic repairs.
- (11) The tenant acknowledges that the principle of joint liability for damages and losses applies to jointly-used items and facilities in shared rooms or separate apartments with more than one room.
- (12) The tenant has to keep the rented property free of pests. The tenant must notify the landlord immediately in case of an infestation by pests. He has to eliminate the pests in case of a culpable breach of his obligations at his own expense. If problems with pests occur during the rental period, the tenant bears the burden of proving that the infestation by pests was not caused by him, by persons living in his household, visitors, suppliers and/or craftsmen commissioned by him.

§ 10 Structural changes by the tenant

- (1) Principally, the tenant may not make structural changes to the rented rooms without the consent of the landlord.
- (2) The landlord may demand that the rented rooms are restored to their original state at the time of the termination of the rental relationship. The tenant is not entitled to the reimbursement of costs for possible changes.
- (3) The fitting of shelves, wall boards, coat hooks and the like with wall plugs is subject to the approval of the landlord.
- (4) It is not permitted to drill holes into windows or window frames, doors and tiles.

§ 11 Structural changes by the landlord

- (1) After giving notice in good time, the landlord may carry out repairs and structural changes without the consent of the tenant if these are necessary for the maintenance of the house or the rented rooms or for the prevention of imminent dangers or for the reparation of damages. As far as the tenant cannot reasonably be expected to endure the performance of the repair works, a different accommodation may be assigned to the tenant (see Section 1 GTC).
- (2) The tenant must tolerate the access to the rooms in question for the duration of the repair works. He may not hinder or delay the performance of the repair works. Otherwise the tenant shall have to bear the costs resulting from this.
- (3) The landlord is obliged to carry out the maintenance, renovation and other structural changes quickly and without lengthy interruptions. The burden for the tenant has to be kept as low as possible.

§ 12 Personal property of the tenant

- (1) The tenant is obliged to store the personal property he brought to the rented rooms exclusively inside the rented rooms.
- (2) The tenant explicitly waives his right of ownership and possession for items left behind outside the rented rooms. The same applies to items that are left behind in the rented property after

the termination of the rental relationship.

§ 13 Exclusion of liability

- (1) The landlord is liable for initial defects of the rented property only in case of fault. The statutory liability without fault in accordance with Section 536 (1) of the German Civil Code (Bürgerliches Gesetzbuch - BGB) is excluded.
- (2) If the tenant knows of the defect when entering into the agreement or if he remains unaware of the defect due to gross negligence, then the landlord is only liable for the damage incurred if he fraudulently concealed the defect.
- (3) Apart from that, the tenant can only claim damages of the landlord for defects in the rented property insofar as the landlord acted intentionally or with gross negligence. This exclusion of liability does not apply to damages resulting from the injury to life, body or health. The tenant's right to rent reduction or to a termination without notice remains unaffected.
- (4) The tenant undertakes to take out a private liability insurance as well as a household insurance.

§ 14 Multiple tenants

- (1) If several persons are tenants, they shall be liable for all obligations arising from the rental relationship as joint and several debtors.
- (2) Declarations that have effect on all tenants must be made by or to all tenants. However, the tenants authorize themselves - subject to a written revocation - to receive and give such declarations until further notice. This authorisation shall also apply to the receipt of terminations, but not to the declaration of terminations or to the conclusion of termination agreements. A revocation of the power of attorney takes effect upon its receipt by the landlord.

§ 15 Keys

- (1) The landlord shall hand out the keys that are necessary for the proper use of the rented property to the tenant when moving into the accommodation. Others remain with the landlord. The tenant undertakes to inform the landlord immediately of the loss of a key that was handed over to him. The supply of a replacement key shall only be effected by the landlord and at the expense of the tenant.
- (2) Furthermore, the landlord is entitled to change or replace the respective lock for the room or apartment at the expense of the tenant in case of the loss of a key.
- (3) After submitting a written application a spare key can be handed out for important reason against payment of a fee in accordance with the landlords' applicable catalogue listing the fees. The landlord is responsible for the verification of the important reason. An obligation to the delivery of a spare key by the landlord does not exist.
- (4) The tenant is not entitled to replace the lock installed by the landlord with his own lock.
- (5) The tenant must return all keys entrusted to him to the landlord when moving out.
- (6) In case of the loss of a key to the main locking system the tenant is obliged to bear the costs for the production and installation of a new main locking system in order to avoid unauthorized use and to ensure the safety of personal or joint property.
- (7) The tenant must bear the costs incurred by the commissioning of a locksmith service, irrespective of whether the service was carried out by external companies or by employees of the Studentenwerk Potsdam.

§ 16 Restricted acts of the tenant/Subletting

- (1) The tenant requires the prior consent of the landlord, if he
 - a) surrenders the rented property or parts of the rented property to third parties for payment or free of charge (subletting or permission of use), unless it is a voluntary accommodation for a reasonable duration (visit of up to 14 days within 6 months).
The landlord explicitly reserves the right to revoke his consent if there is an important reason. A consent given previously only applies to the individual case.
The tenant shall have to bear any additional costs which are connected with another

person according to the fees listed in the landlords' catalogue.

In case of subletting or granting permission of use to a third party, the tenant is responsible for the culpability in the use of the property attributable to that third party even if the landlord has given permission for this.

- b) puts up signs or items of all kinds on the building or the premises.
- c) wants to make modifications and installations, in particular to lay out flower beds, as well as to put up signs, flags, banners, etc.. This also applies as far as the measures are necessary for the use of or access to the surrendered rented property by disabled persons.

The tenant is liable for all damages that occur in connection with the structural modifications. He undertakes to re-establish the previous state at the time of the termination of the rental relationship or in case the consent is revoked upon the landlord's request.

- d) The consent of the landlord must be granted in writing.

- (2) The landlord may revoke a granted consent if conditions are not complied with, residents, the building or the property are endangered or affected or neighbours are harassed or in case circumstances arise under which a consent would no longer be granted.
- (3) A possible liability of the tenant is not excluded by the consent of the landlord.

§ 17 Other obligations

- (1) Given the particularities of the form of housing as a residential hall, keeping pets is not allowed unless in cases of the usual keeping of small animals (e.g. fish, hamsters and birds). Such small animals must be kept appropriately.
- (2) The installation of outdoor antennas of any kind, outdoor awnings and blinds as well as of installations that modify the surrendered rented property, facilities or plants are not permitted.
- (3) The tenant is obliged to refrain from any kind of disturbance and harassment by mutual agreement between all residents and neighbours.
- (4) The tenant must strictly comply with all provisions concerning the building control and the fire regulations (in accordance with the current fire protection regulation). The storage of petrol, fuel oil or other flammable substances is prohibited.
Smoking is prohibited in jointly used rooms of the residential hall (hallways, stairways, kitchens, etc.).
- (6) Posters and other items may only be put up in the designated areas (e.g. showcases).
- (7) In order to ensure a smooth flow of information it is mandatory that the tenant notifies the landlord on changes of the principal place of residence or the home address immediately. Furthermore, the tenant is obliged to always communicate the current email address to the landlord.

§ 18 Access to the rented rooms by the landlord

- (1) In justified cases, the landlord and his representatives may inspect the surrendered rented property in appropriate intervals at a reasonable time of day after having given a timely announcement. A personal hindrance on the tenant's side shall be taken into consideration. Justified cases are, for example, performing construction, modernisation and repair work, checking the condition of the rented property, reading the meters and an inspecting after a notice of termination.
- (2) In cases of imminent danger, in particular in cases of emergencies, the landlord is entitled to have the rented property opened - at the expense of the tenant only in case the danger was caused culpably and provided that the keys are not available to the landlord - and to enter the rented property .

§ 19 Termination of the rental relationship/Eviction claim

- (1) At the time of the termination of the rental relationship an appointment for the pre-acceptance of the rented property has to be arranged with the caretaker of the landlord 14 days prior to

moving out of the accommodation at the latest. Any possibly necessary cleaning or repair work shall be recorded during this appointment and shall be completed by the tenant up to the moving out date, provided he owes these cleaning and repair works.

- (2) After the termination of the rental relationship, the rented rooms shall be returned to the landlord completely cleared, thoroughly cleaned and with the completed cosmetic repairs or repaired damages and with all the keys. The times are stated in Section 1 (7) GTC.
- (3) The tenant is liable for all damages suffered by the landlord because of moving out of the accommodation belated, in particular for the accommodation costs for the next tenant, loss of rent, the judicial and extra-judicial costs and compensation for use.
- (4) At the time of the termination of the rental relationship, the tenant is obliged to clear the rented item and to hand over all the keys until 10:00 a.m. on the last working day before the end of the rental agreement.
- (5) In case the tenant does not fulfil this obligation, the contracting parties agree that the direct possession of the rented item is passed on to the landlord at the time of the termination of the rental relationship and that the landlord is entitled to rent out the rented property again three days after an unsuccessful request for clearance and to keep the items brought to the accommodation by the tenant in safe custody, whereby the tenant waives those rights to which he would be entitled under the rules of unlawful interference with possession.
The tenant hereby expressly declares that he transfers his ownership of the items kept in safe custody to the landlord after a period of one year.

§ 20 Miscellaneous

- (1) It should be noted that the landlord saves personal data which is required for the legitimate performance of the tasks and for issuing the rental invoice.
- (2) Verbal ancillary agreements do not exist. Changes and additions to this contract require the written form. This also applies to the waiver of the written form requirement.
- (3) If any provision of this agreement is or becomes invalid, this shall not affect the validity of the remaining provisions of the agreement. In such cases, the contracting parties undertake to replace the invalid, voidable and ineffective provision with a provision that comes as close as possible to the meaning of the invalid provision and that ensures a corresponding economic success.
- (4) In case the premises are sold, the continuing liability of the landlord in accordance with Section 566 (2) Sentence 1 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) is excluded.
- (5) The Studentenwerk Potsdam is neither willing nor obliged to take part in dispute resolution procedures before a consumer conciliation body in accordance with the Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz - VSBG).

§ 21 Energy certification

Because of the obligation under Section 16 of the Energy Saving Ordinance (Energiesparverordnung) an energy certification was made available to the tenant for information purposes at the time of the conclusion of this contract. The contractual parties agree that the energy certificate shall have no legal effect on this agreement and that particularly no guarantee and modernisation claims of the tenant can be derived from it.



Peter Heiß

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