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Letting conditions and house regulations for the halls of residence of the Student Residence Service Essen-Duisburg (In the setting of 03.07.2009)

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§ 1 RESIDENCE PERMIT

(1) Persons entitled to a residence permit are full students

1. of the University of Duisburg-Essen
2. of the Folkwang College for Fine and Performing Arts including the Duisburg section (but not the Bochum section).

(2) Persons not entitled to a residence permit are students

1. who on applying for residence have already completed one course of studies
2. who already have a final degree and are working on their doctorate
3. who are older than 35 years
4. who are extramural students
5. who live in Duisburg, as regards the halls of residence in Duisburg
6. who live in Essen, as regards the halls of residence in Essen.

(3) The tenant is required to submit confirmation of his/her student status to the Student Residence Service by 30.04. and by 31.10. of each year for the upcoming semester. If this has not occurred even by the new date set by the landlord, the rental agreement can be terminated on the basis of § 543 BGB (for an important reason).

If no confirmation was given the landlord can act on the assumption that there is no authorisation to rent. In this case the landlord is authorised to require a monthly guest allowance of 20,00 € for the previous and the upcoming period of the absent authorisation.

(4) The tenant is compelled to tell in writing immediately (month of cessation) if he/she has completed his/her degree or cancelled the studies. If so, the tenant loses the authorisation to rent and is compelled to abrogate the tenancy during the deadline according to § 4 of the rental agreement. The right of cancellation according to § 16 of the rental agreement is valid.

If the tenant does not meet the disclosure duty the landlord is authorised to demand a guest allowance of 20,00 € monthly in addition for the period of the missing authorisation to rent. This is in case of an additional acknowledgement. The additional acknowledgement authorises the tenant to cancel the tenancy contract according to § 543 BGB because of good cause.

§ 2 LETTING OF THE ACCOMMODATION TO A THIRD PARTY

(1) Any, even partial, letting of the accommodation to a third party is absolutely prohibited in accordance with § 3 of the rental agreement. This also includes the presence of a family member (partner, children, etc.), as far as the landlord has not secured a consent in writing for justified exceptional cases before.

(2) During the temporary absence from the University the tenant is allowed to let the rented premises to another student but only with a previously written agreement of the landlord. A proof of the temporary absence has to be given to the landlord.

§ 3 RENT AND SURCHARGES

(1) The monthly rent includes the rent, capital charges, administration costs, reserves, allowances and operating costs (e.g. heater, water, electricity and cleaning of domicile).

(2) In the halls of residence Auf der Union and Meistersingerstraße in Essen and Sternbuschweg in Duisburg the tenant has the sole responsibility for the domestic electricity. The tenant has to close the contract with a supplier of electric energy by him-/herself.

(3) The rent still includes a fee for the supply of an internet connection. § 5 of the rental agreement refers to the amount for the ongoing charges per month/ per place for this facility that is no common usage. It has to be activated by the tenant him-/herself.

§ 4 ALTERATION OF THE RENTAL SUM DUE

Should it be necessary to raise the rent, especially because of a rise in operating costs, the tenant is required to pay the higher rent after the landlord has duly notified him/her (see § 12, subparagraph 1 of the law concerning Student Residence Services in Northrhine-Westphalia).

§ 5 DEPOSIT

(1) According to § 551, subparagraph 3, subsection 5 BGB, the deposit is non-interest-bearing.

(2) The tenant's right to occupy the accommodation commences after payment of the deposit.

(3) During the tenancy, the tenant cannot use the deposit for claims made by the landlord. On departure, the deposit can be used to pay for:

1. costs for cosmetic repairs not conducted by the tenant
2. costs for the necessary elimination of defects
3. costs for items missing from the inventory including keys
4. other claims made by the landlord.

(4) After an appropriate period after the end of the tenancy (approximately six weeks), the landlord will transfer the deposit or the balance of the deposit after the deductions to an account named by the tenant.

§ 6 HAND-OVER OF THE ACCOMMODATION

(1) The hand-over takes place after signing the rental agreement and according to the agreed-upon details, on the authority of the local administration in charge of the accommodation. The occupancy starts, at the earliest, on the first working day of a month and ends, at the latest, on the last working day of a month (except Saturdays), during the working hours of the local administration; the possibility of lowering the rent does not result from this.

(2) The accommodation is handed over in renovated condition. This condition must be confirmed in written form by the signing of a hand-over or occupancy protocol. The tenant can make claims on the landlord for deficiencies of the accommodation only if they have been detected during the hand-over and have been noted in the protocol, or if the defects have been brought to the attention of the administration of the Student Residence Service Essen-Duisburg within 2 weeks of occupancy, in written form.

(3) The tenant receives the necessary keys from the local administration. The tenant is not permitted to provide himself/herself with more keys. Should the tenant lose a key, he/she must inform the landlord as soon as possible, and for reasons of security it will be necessary to exchange the cylinder or major parts of the lock. The total costs for this must be borne by the tenant. The tenant is not permitted to exchange the locks provided by the landlord.

§ 7 ACCESS TO THE ACCOMMODATION FOR THE LANDLORD OR AUTHORISED PERSONS

(1) In the following cases, the tenant must allow the landlord or an authorised person to enter the accommodation

1. during the working hours of the local administration in order to check on

the condition of the accommodation

2. while repair work is being conducted inside the accommodation (renovation and structural alterations of the accommodation)
3. in order to check on defects or damage reported by the tenant
4. at any time in order to protect the tenant from suffering damage to his/her health or life.

(2) The landlord is required to notify the tenant as early as possible concerning the dates and the probable duration of the measure in the cases mentioned in (1)1 and (1)2.

(3) Should neither the tenant nor a person authorised by him/her be present on the projected date or in the cases mentioned in (1)3 and (1)4, the landlord has the right to gain access to the accommodation by using a duplicate key.

(4) Should the tenant deny access or make it impossible in any way, he/she is liable for damage that occurs because of this.

§ 8 MAINTENANCE MEASURES OR IMPROVEMENTS

(1) The tenant is allowed to make corrections or structural alterations which are necessary for the sustainment of the house or the hired room or for the prevention of threatening danger, without the agreement of the tenant. This also applies to work which is not essential but appropriate.

(2) On this purpose the tenant has to tolerate the access. The completion of the work must not be constrained. As far as the tenant must tolerate the work he / she can not change the rent nor can he / she make use of the lien nor can he / she claim compensation.

§ 9 USE OF THE ACCOMMODATION AND THE SHARED ROOMS

(1) The tenant must make use of the accommodation in a careful and considerate manner as well as clean it properly. Most importantly, the tenant must ensure the appropriate airing and heating of the accommodation. Similarly, the tenant must ensure that rooms with communal access, communal areas and the external facilities of the hall of residence are treated with care and left in a clean condition by the tenant.

(2) The tenant is required to notify the landlord of any damage or defect. The tenant is liable for any loss or damage that is caused by him/her, visitors, agents or persons authorised by him/her.

(3) All the members of a residential group are required to clean the shared areas (apartments and shared accommodation with a built-in kitchen in the corridor), especially the kitchen, the bathroom and the toilet. For this purpose, the tenants must make a plan for cleaning on a joint basis and display it in the kitchen if this is part of the shared rooms. Cleaning of the shared rooms and the communally used areas is therefore required of every member of the group. The cleaning plan must make clear which of the tenants is responsible for the cleaning, and on which day. The landlord is permitted at any time to check on the correct cleaning. Should the cleaning not have taken place at all, or not have been carried out in the appropriate way, after a caution the landlord is allowed to clean the accommodation or to have a professional cleaning firm do this. The costs for this have to be borne by the tenant who, according to the cleaning plan, was responsible for the cleaning that day. Should such a plan be missing, the costs must be borne by all the tenants in equal shares. This also applies to the entrance halls, steps and staircases, as well as to the balconies and terraces attached to the apartments or rooms, should these exist.

§ 10 STRUCTURAL ALTERATIONS UNDERTAKEN BY THE TENANT

The tenant is not permitted to alter the structure of the accommodation, especially with respect to any decrease or increase in the number of electric outlets and cables.

§ 11 INVENTORY

(1) The items present in the accommodation must not be removed from there.

(2) The tenant is especially forbidden to add any electrical appliances (refrigerators, freezers, stoves, etc.) or heating appliances to the accommodation. The exceptions to this rule are halls of residence in which electricity must be purchased from an electricity supplier.

(3) It is not permitted to add wall-to-wall carpets that need to be glued or that would impair or damage the existing floor covering.

§ 12 PARKING OF VEHICLES

(1) For the parking of a vehicle, the tenant must make exclusive use of the parking spaces provided for this purpose.

(2) The parking of permanently unused vehicles or of unregistered vehicles on the property of the hall of residence is not permitted. Any vehicles contravening this regulation will be towed away, and the owner will have to bear the costs for this.

(3) The owner relinquishes all claims as the owner of a vehicle that has been parked on the property of the hall of residence, as stated in (2).

(4) It is forbidden to repair vehicles on the property of the hall of residence or in the immediate vicinity if this could interfere with the well-being of others, especially any activities that could lead to environmental pollution (oil change, etc.)

§ 13 EXCLUSION FROM LIABILITY

The landlord is not liable for

1. damage to the tenant or items belonging to him/her and to his/her visitors and to items brought by the tenant unless the damage has been caused negligently by the landlord or by a person authorised by the landlord. Specifically, the landlord is not liable for damage to or the theft of vehicles, even if these have been parked in the designated spaces or other places belonging to the hall of residence
2. not properly delivered mail or lost mail for the tenant or for items which have been handed in for the tenant
3. disturbances caused by third parties, e.g. noise made by other tenants, neighbours or by traffic
4. any form of loss of utilities (e.g. power failures).

§ 14 COSMETIC REPAIRS

Contrary to § 535, subparagraph 1, line 2 BGB, the contracting partners agree to the following:

(1) The tenant occupies the accommodation in a clean and renovated state. The tenant is required, at the latest at the end of the occupancy, to carry out cosmetic repairs. These include, to the degree necessary, the papering and painting of the wall and ceilings, the painting of heating appliances and pipes and of the internal doors on both sides and the external doors on the inside. Doors covered with melanin are excepted. The only wallpaper allowed is woodchip paper, the only paint to be used for the painting of the walls is commercially available emulsion (white only); heating appliances, pipes, door frames, etc. must be painted only with gloss paint. Should these measures not be carried out by a professional, they should still be completed to a professional standard.

(2) The replacement of lightbulbs or of other lighting appliances must be paid for by the tenant. At the end of the occupancy, all lighting appliances must be handed over to the landlord with the same wattage and in a usable condition.

(3) In the case of excessive wear and tear to the accommodation or of inappropriate renovation, the landlord has the right to claim damages from the tenant.

§ 15 PREMATURE TERMINATIONS BY THE LANDLORD

(1) The landlord is permitted to prematurely terminate the tenancy before the contractually agreed date as given in §1 of the rental agreement, in written form, in the following cases:

1. The tenant has not paid the deposit mentioned in the contract until the end of the first month of rent;
2. The landlord is no longer required to accept a prolongation of the tenancy in cases of serious and continued breaches of contract by the tenant.
3. If the tenant's residence permit is no longer valid.

(2) Immediate termination without notice of the tenancy according to (1) subsection 1, is particularly possible if

1. the tenant has not paid the rent for two successive due dates or is in arrears with a considerable portion of the rent or if he/she has not paid a sum that amounts to two rental payments over a period covering two due dates.

2. the tenant has used the accommodation in violation of the rental agreement, especially if he/she has let it wholly or partially to a third party.

§ 16 EXTRAORDINARY TERMINATION (§ 1 RENTAL AGREEMENT)

Students of the Universität Duisburg-Essen, except students with a contract for the fixed period of six months, can cancel the contract ahead of time in exceptional cases as the following:

1. In case of removal from the register of students due to,
 - the termination of academic studies
 - a censure given by the University
 - the call for military or civilian service
 - the course of studies
 - a failed final

A special termination is exempted to the date of expiration of the following month, inasmuch as the confirmation is handed in at the Studentenwerk Essen-Duisburg during the month it is issued.

2. Extraordinary termination due to a removal from the register of students not given above (§16. 1) are excluded, particularly if
 - they were undertaken backdated or date back to previous semester
 - they are undertaken by the University Duisburg-Essen compulsorily.

§ 17 TENANT'S DUTIES ON TERMINATION OF THE TENANCY

(1) The tenant is required to restore the accommodation to such a condition that a new occupancy is possible without any notice of defect; specifically in the following areas:

1. Should the tenant have undertaken any structural alterations to the accommodation, he/she must restore everything to its original condition in a professional way.
2. The tenant must repair any damage caused to the accommodation (including the rented inventory) for which the tenant is liable to the landlord, in a professional way.
3. The tenant has to carry out cosmetic repairs in a professional way, in accordance with §14.
4. The tenant must remove all personal items he/she has introduced into the accommodation and the shared rooms.
5. The accommodation must be cleaned thoroughly.

(2) Two weeks before the tenant moves out, the landlord is permitted to check on the condition of the accommodation. The prescribed inspection preparatory to the final inspection is meant to serve both parties inasmuch as they can agree on defects, damage as well as on cosmetic repairs.

(3) On inspecting the accommodation, its condition is noted in a protocol. Should the defects or damage or the cosmetic repairs not carried out by the tenant be of a reasonable nature on the part of the tenant, the period up to the appointed hand-over date is taken to be a period as regulated by § 326 BGB. The landlord is permitted to repair or have repaired such defects and damage as have not been taken care of by the appointed hand-over date. In this case, the tenant is required to pay damages for the expenses incurred by the landlord and also for possible claims from third parties. The same holds if the tenant has prevented or protested a timely inspection.

(4) The tenant must, at the latest by the agreed-upon date for the hand-over date,

1. surrender all keys for the accommodation and the shared rooms to the landlord including any the tenant has had made
2. inform the landlord of his/her new address
3. inform the landlord of the details of the account to which the deposit or other monies can be transferred.

(5) After the hand-over of the accommodation the landlord is permitted to dispose of any personal belongings left behind by the tenant in the accommodation or the shared rooms. Moreover, the landlord is permitted to destroy any item that has no obvious value. Items that have been entrusted to the safe-keeping of the landlord after a year become the property of the landlord. The landlord is liable for any damage to or loss of the items in safe-keeping only in the case of negligence or malice aforethought.

§ 18 NON-VALIDITY OF PARTICULAR POINTS OF THE RENTAL AGREEMENT

Should particular points of the rental agreement not be valid, all others retain their validity. A substituted clause introduced in order to gain the same financial or legal advantage within legal limits is regarded as being agreed upon.

§ 19 HOUSE REGULATIONS

Living together in a hall of residence requires special consideration; disturbing the other tenants should be avoided.

(1) Cooking and the use of electrical kitchenware inside of the rented room is strictly forbidden.

(2) From 1 pm to 3pm and after 10pm, everyone and everything must be absolutely quiet. This includes radio and TV reception that can be overheard by the other tenants. Also beyond these times the tenant should mind to avoid disturbance (e.g. music).

(3) The use of the shared rooms is in principle permitted only up to 1am (curfew). The curfew according to (1) of the house regulations must also be maintained for events in the tea room.

(4) The use of shared appliances is permitted only to the tenant, with special regard to the safety and comfort of the other tenants. The landlord is permitted to establish rules for the use of the shared appliances in additional regulations for use. Interests of nonsmokers should be considered in particular.

(5) The use of washing machines, tumble dryers and other shared appliances is carried out at the tenant's risk. The washing and drying of textiles must take place in the designated rooms. Shared rooms must be left in a cleaned condition after using them. On leaving, they must also be locked.

(6) On leaving a room for longer than just a few moments, the tenant must close the windows, turn off the electricity and the water tap. The tenant should lock the door of his/her room even when leaving it only temporarily.

(7) The outside doors of the hall of residence must be locked between 11 pm and 7 am; this applies not just when the tenants make use of them but also if they find them in an unlocked state.

(8) Every tenant must pay the charges for radio and TV reception to the GEZ (the central office for the collecting of radio and TV charges).

(9) The tenant is not permitted to keep animals. The landlord must agree to any exception to this rule.

(10) Within a week the tenant is required to inform the citizen center/ registration office/ aliens department of his/her taking residence and departure.

§ 20 ADDITIONAL AGREEMENTS

The landlord is required to run the students' halls of residence according to the principle of cost recovery (cost-covering rents; for this, see § 12, subparagraph 1 of the law concerning Student Residence Services in Northrhine-Westphalia). This means that the administrative costs should be kept to a minimum. Therefore, any additional administrative expenditures should not be borne by the public but by the persons responsible. For this reason, the contracting partners agree on the following administrative charges:

25,00 €	moving charge
50,00 €	charge for the premature termination of the tenancy
5,00 €	charge for being in arrears
25,00 €	general charge for making use of the emergency service provided by the landlord
20,00 €	monthly flat charge for tenants who are not authorised to rent (§ 1 of the rental agreement)
10,00 €	flat charge for loss of small key (for postbox, box in kitchen, fridge, wardrobe, desk)
100,00 €	flat charge for replacement of key cylinder with changed closure, without key
25,00 €	flat charge for replacement of key for cylinder
50,00 €	flat charge for a coat of defined parts
200,00 €	flat charge for an entire coat