

**General terms of rental agreements with the Studierendenwerk Bielefeld**  
**- Institution under Public Law (AöR)** Revised: 1/2021

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**§ 1 Eligibility for tenancy, the rental accommodation, and length of tenancy**

(1) The Studierendenwerk Bielefeld -AöR- rents out the accommodation named on page 1 of the rental agreement for temporary residential use during academic training. This temporary rental agreement ends without any need to give notice of termination.

(2) Eligible are properly enrolled students at the higher education institutions within the region covered by the Studierendenwerk Bielefeld (§ 1 Abs. 3 Nr. 2 Studierendenwerksgesetz NW [StWG]) and students attending the Oberstufenkolleg Bielefeld.

Tenants have to confirm their eligibility to the landlord not only when making the rental agreement but also up to the 30th of June and up to the 30th of September of every year of their tenancy by presenting a certificate of studies [Studienbescheinigung] from the education institution for the start of each semester in which they are eligible. Failure to do this after receiving a reminder with a deadline from the Studierendenwerk can lead to the termination of the rental agreement for important cause without notice (in line with §§ 569, 543 of the German Civil Code [BGB]).

(3) The following students are not eligible for a student residence:

1. Those with a professionally recognized degree who are completing a doctoral semester
2. Those who have enrolled as visiting students [Zweithörer]

(4) Tenants acknowledge the fact that the state-subsidized places in student residences have to be made available to as many students as possible following a rotation principle. As a result, each studying tenant's individual length of tenancy is restricted to a maximum of four years for all rental agreements with the Studierendenwerk Bielefeld -AöR. For students attending the Oberstufenkolleg, the length of their tenancy is based on the length of their studies. In case former Oberstufenkolleg-students start studies at a university, the maximum period of tenancy is four years including previous rental periods.

(5) Upon completion of the academic training, the rental agreement ends automatically without any need to give notice, even when this occurs before the end of the rental period. Completion of academic training is defined as one of the following situations: passing the first final examination given in the field of study or completing the master degree in a consecutive Master's study programme, dropping out of academic training, transferring to a place of study or training outside the region for which the landlord is responsible, or taking a break in academic training of more than three months. An early termination of the rental agreement of each individual tenant in the case of completion of academic training becomes effective at the end of the month following the month in which academic training has been completed. If, contrary to § 1 Abs. 7, notice regarding the end of the academic training is not given, the landlord may insist that the tenancy continue until the end of the month after that in which the landlord receives such notification.

(6) Eligibility also terminates prematurely for students who obtain additional allowances, training allowances, or regular income from work-related activities that exceed one and one-half times the full German BAföG allowance (see § 13 Abs. 1 und 2 Ziffern 2b BAföG). In these cases, the rental agreement ends at the end of the month in which the first payment of these monies occurs.

(7) Tenants are obliged to report the completion or disruption of their academic training for whatever reasons within a period of two weeks. Tenants are also obliged to give notification if their eligibility ends as defined in § 1 Abs. 5 Satz 1.

(8) If the rental agreement for individual tenants comes to an end within a group rental agreement because of the expiry of an individual's maximum length of tenancy (§ 1 Abs. 4) or for the reasons stated in § 1 Abs. 5 and 6, tenants should name eligible new tenants.

## **§ 2 Handover of accommodation, moving in**

(1) The accommodation is handed over after the completion of any renovation work that has to be carried out by the landlord, and at the latest, on the third working day of the first month of renting.

(2) Given overriding reasons, the landlord reserves the right to assign another room or apartment. In this case, the temporary rental agreement ends without any need for a separate notice of termination.

(3) Relocations within a student residence are allowed when possible. They should be applied for at least six weeks in advance at the accommodation department [Abteilung Wohnen]. However, relocation applications can be made only after a tenancy of three months. Relocations to another student residence are subject to the standard application procedure.

## **§ 3 Rent**

Rent will be calculated on the basis of II.BV [Calculation Regulation].

(2) The landlord is obliged by law (§ 10 Abs. 1 StWG) to include all costs incurred by the student residence in the rent. This also applies for *future* additional costs currently not included.

(3) Should costs increase, both tenant and landlord agree that the rent will be raised following a one-sided explanation and detailed accounting of the increased costs by the landlord to the tenants. This requires no notification of change. Increased costs of all kinds (basic rent, running costs, heating and energy costs) apply from the first day of the following month when notification of the rent increase has been submitted to the tenants by the 15th day of that month; otherwise, from the first day of the month after that.

(3) In the event of an increase in operating costs or a change in the profitability calculation or by reason of any other shortfall, the landlord will be entitled to increase the rent unilaterally upon notice in writing.

The tenant undertakes to pay the increase in rent from the 1st of the following month if the written rent increase notification is received by the tenant by the 15th of the month, otherwise from the 1st of the month thereafter. The tenant acknowledges that the rent increase notification is produced automatically and is therefore effective even without signature.

#### **§ 4 Payment of rent**

(1) Rent will be collected by direct debit mandate [Lastschriftmandat] to reduce administrative costs. Tenants are obligated to open a bank or post office account for the duration of tenancy and give the landlord an irrevocable direct debit mandate [SEPA-Lastschriftmandat] for the amount of rent due. Tenants have to ensure sufficient funds in their account to cover the direct debit. Tenants are obligated to hand over the direct debit mandate together with the signed rental agreement to the landlord.

(2) The rent will be debited from the account named by the tenant on the seventh day of the month at the latest. If the debit cannot be executed, the tenant has to pay the ensuing costs. The landlord has the right to charge a set administrative fee of 3.00 € for additional administrative costs for the first and each successive reminder. The tenant also has to pay the bank's charge back fees [Rücklastgebühren]. These are generally 3.00 Euro.

The landlord will not try to debit the account for a second time.

The tenant then has to transfer the arrears to the following bank account:

**IBAN DE78120300001020457741** des Studierendenwerkes Bielefeld -AÖR-

**Deutsche Kreditbank Berlin (BYLADEM1001)** and provide the necessary information to identify the booking (**personal details, VO-Code, month of rental payment**). The day of payment is the day on which the rent arrears are credited to the above account.

(3) Tenants only have a right to reduce the rental charge or a right of retention when this is a claim for damages because the landlord has failed to meet his or her obligations as specified in German law (§ 536a Abs.1 BGB) and when the tenants declare their intention in writing at least one month before the rent is due. They only have the right to reduce the rent when the problem is not minor and the landlord has been given sufficient advance notification (at least four weeks) to deal with it. This notification has to be made to the Accommodation department [Abteilung Wohnen] of the Studierendenwerk Bielefeld -AÖR.

#### **§ 5 Reservation fee/Security deposit**

(1) The tenant's right to take possession of the accommodation comes into force only after complete payment of the reservation fee. This will be set off against the security deposit that has to be paid before delivery of the rental agreement to the tenant. The tenant will not receive interest on the security deposit (§ 551 Abs.3 Satz 5 BGB).

(2) During the rental period, tenants may not set off the security deposit against claims by the landlord (§ 556b Abs.2 BGB remains unaffected).

(3) After the tenant has moved out, the security deposit can be set off against:

- a) The equivalent value of damages to the rented accommodation or fixtures going above and beyond normal wear and tear
- b) The replacement of missing fixtures or keys
- c) Other claims by the landlord in this order

(4) The deposit or that portion of the deposit which is reduced as a consequence of damage or outstanding general maintenance payments will be paid to the tenant by the landlord within six months, but at the earliest six weeks after the expiry of the tenancy, into an account to be designated by the tenant. The landlord has the right to deduct bank charges from the repayment of the security deposit if this is to be transferred to a bank outside of Germany.

### **§ 6 Exemption from liability**

The landlord accepts no liability for:

1. Personal injuries to the tenants or their visitors or for the loss of or damage to property they have brought with them unless the damage or loss are the result of wilful intent or gross negligence on the part of the landlord or one of the landlord's agents
2. Failure to duly deliver or loss of post sent to the tenant or objects handed in for the tenant
3. Defects in the rented accommodation that were not documented in writing during the handover
4. Damage to and loss of motor vehicles even when these have been parked in the spaces intended for this purpose or in other areas belonging to the student residence
5. The landlord will not be liable for the operation or failure of telecommunications channels. Permanent availability cannot be guaranteed. The tenant has no right to the supply of certain types of communications facilities (telephone, television, data cables, internet).

### **§ 7 Handover when moving in**

(1) The accommodation can be handed over only on working days (excluding Saturdays) between 10 am and 4 pm.

(2) The handover of the rented accommodation is documented in a handover protocol completed during the handover; defects have to be documented in writing within this protocol. If tenants determine no defects during the handover, they have to acknowledge the orderly state of the rented accommodation by signing the handover protocol. At a later time point, they can then no longer claim that damages were already present when they moved in (§ 536b BGB).

(3) The fixtures in the rented accommodation are documented in a fixtures list. The tenant confirms their handover in the handover protocol.

### **§ 8 Duties of tenants – maintenance, cleaning, damage, construction work**

(1) Tenants are obligated to:

- a) Always maintain the rented accommodation in a habitable condition, ensure adequate heating and ventilation, and handle the fixtures provided by the landlord with care.
- b) Clean the air extraction units in the interior shower and WC cubicles and change the filter elements when needed.
- c) Clean the rented accommodation. This has to be done sufficiently and on a regular basis. After giving prior notice, the landlord has the right to check whether tenants are carrying out their cleaning duties adequately. If the rented accommodation is not in an acceptable condition, the landlord may give written warning that cleaning must be carried out by a certain date. If tenants do not comply with this demand, the landlord can order a basic cleaning at the expense of the

tenant if the need for cleaning is confirmed by both a representative of the Studierendenwerk Bielefeld -AöR- and a representative of the tenants of the student residence.

- d) To clean the rented accommodation regularly. The landlord is entitled, upon giving prior notice, to check whether tenants are meeting their cleaning obligations adequately. If the rented accommodation is in an untidy, unclean state, the landlord can give the tenants written instruction to clean it by a certain date. If the tenants do not comply with this instruction, the landlord may himself arrange for a thorough cleaning – at the expense of the tenants. Tenants must notify the landlord or his representative immediately of any damage or defects. If the tenants do not report damage or report it too late, they shall become liable for it, even if they themselves are not at fault (§ 536c Abs.2 BGB).
- e) Report any damages or defects immediately to the landlord or the landlord's representative. If tenants fail to report damages or fail to report them promptly, they are liable for them even when they are not responsible for causing them (§ 536c Abs.2 BGB).
- f) Use electricity, gas, and water sparingly; sort their garbage and dispose of it separately in line with the waste disposal regulations (paper, glass, packaging, hazardous waste, residual non-recyclable waste, floor coverings).
- g) Treat rooms in the hall of residence that are accessible to several or all tenants (communal kitchens, sanitary facilities, group and hobby rooms, etc.) with care and always leave them in a clean and tidy state.
- h) Respect the house rules.

(2) Tenants must keep the rented accommodation free of pests and vermin at their own cost. Tenants may not claim that their rented accommodation was already infested with pests before the beginning of their rental agreement if they fail to report this infestation to the landlord within 14 days of moving in.

(3) Tenants have to pay compensation for damage to the rented accommodation or to the furnishings therein as well as for lost items from the fixtures. In cases of damage to the rented accommodation or the furnishings, it is up to the tenants to prove that it is not their responsibility. Tenants are obligated to give the name and address of any person damaging the rented accommodation or its furnishings to the Studierendenwerk Bielefeld –AöR, when, in the individual case, the tenants themselves are not responsible for this damage.

(4) Without obtaining permission from the tenants, the landlord may carry out improvements and constructional changes that are necessary for the upkeep of the building or the rented accommodation in order to avert pending dangers or to make good damages. The same holds for works that are not necessary but still expedient. For this purpose and after notice has been given, tenants have to provide access to the rooms concerned between 8.00 am and 4.00 pm. They must not impede such work. Tenants must tolerate such work. If their use of the rented accommodation is impaired, they can neither reduce the amount of rent they pay, nor withhold rental payments, nor demand compensation.

(5) Tenants may keep pets only with the permission of the landlord – with the exception of small animals housed in appropriate receptacles (aviary birds, aquarium fish, hamsters, small turtles, etc.). Permission can be denied or revoked if animals inconvenience other residents or neighbours or if inconvenience or damage to the landlord or the property are to be feared.

(6) Tenants are not allowed to:

- a) Remove or replace the fixtures installed in the rented accommodation. This also applies to common rooms. Additional furniture may not be brought into communal kitchens or other communal spaces.
- b) Paint walls, ceilings, radiators, windows, floors, and furniture in the rented accommodation when decorative repairs are the responsibility of the landlord.
- c) Leave their own property in the rented accommodation or the student residence after the end of their rental agreement unless the Studierendenwerk has exercised its right of lien over that property.

Exceptions to a)–c) require the written permission of the landlord granted in advance.

#### **§ 8a Further duties of tenants**

If so specified in the rental agreement, tenants have to regularly clean the entrance areas, hallways, staircases, and cellars of the building. The paths to the building along with public paths have to be swept clean in line with the street cleaning statutes of the local authority. Cleaning also includes ensuring that access paths are free of ice and snow.

Tenants are obligated to draw up a cleaning rota listing their reciprocal cleaning duties and to display this in the building.

#### **§ 8b Redecoration and minor maintenance work**

(1) If stipulated in the rental agreement, tenants are responsible for redecoration at their own cost during the period of the rental agreement.

(2) Redecoration includes papering and painting walls and ceilings. The landlord will provide suitable paint for walls and ceilings free of charge. Redecorations have to be carried out properly. The landlord is responsible for painting radiators and heating pipes as well as doors and windows and the outside of the building.

(3) Redecorations have to be carried out by the end of the rental agreement at the latest and they have to be carried out in line with the degree of wear and tear. Tenants commit themselves to hand over the accommodation decorated in light and neutral colours at the end of their rental period. If the conditions of the rented accommodation already require redecorations during the rental period in order to avoid or deal with lasting damage, the necessary work has to be carried out promptly. If tenants fail to meet their obligations, the landlord will set a suitable deadline for carrying out this work and explain that tenants will no longer be allowed to carry out these redecorations themselves once that deadline has passed. After that deadline, this work will be done at the tenants' cost. The tenants will also have to cover the costs of any loss of rent due to this delay.

(4) The costs for minor maintenance work in the rented accommodation (small repairs to electrical, water, and gas appliances, heating and cooking equipment, window and door handles, window shutters) will be carried by the landlord.

#### **§ 9 Keys**

(1) Tenants will be handed the necessary keys when they move in and they have to sign for their receipt. Loss of keys should be reported promptly to the landlord.

(2) If keys are lost, tenants must pay for their replacement and are liable for all damages arising through this loss.

(3) Tenants are not allowed to replace the locks provided by the landlord with their own locks or hand over their keys to third parties.

#### **§ 10 Use of rented accommodation by third parties**

- (1) The transfer of rented accommodation to third parties for their sole use or shared use is prohibited even for short periods of time.
- (2) With the written permission of the landlord, tenants may hand over the rented accommodation to a third party who is also a student during temporary absences. The rental agreement remains unchanged by this.

#### **§ 11 Parking**

- (1) Tenants are obligated to park motor vehicles (including motorcycles) and bicycles exclusively in the parking spaces provided for this purpose. The landlord has the right to remove vehicles that contravene this and to have motor vehicles towed away.
- (2) Motor vehicles (including motorcycles) and motor vehicle parts of whatever kind may not be stored within buildings designated for residential purposes or for the continuous use of persons. Bicycles may be stored only in the rooms designated for this purpose and not in communal kitchens and hallways in the building.
- (3) Parking spaces which are rented and marked as such may be used only by the parking space tenant. The parking space tenant may have any unauthorised parked vehicles towed away.
- (4) The parking of permanently not used motor vehicles or non-registered motor vehicles on the grounds of the student residence is absolutely prohibited. Any such motor vehicles will be removed at the cost of their owners.

#### **§ 12 Structural modifications by tenants**

- (1) Tenants are not allowed to carry out any structural modifications to the rented accommodation.
- (2) In residences in which redecorations are to be carried out by the landlord, tenants are not allowed to drill holes in the walls and floors because of the way in which the walls are constructed and possible damage to cables and services.
- (3) Carpets may only be laid on the floors and not stuck down. They should be laid so that doors can still open fully. At the end of the rental period, carpets are to be disposed of by the tenants at their own cost.

#### **§ 13 Access to rented accommodation**

After giving advance notice, the landlord or the landlord's agent may access the rented accommodation on working days between 8.00 am and 4.00 pm in order to clean the rooms or inspect their condition. In an emergency, access is allowed at any time even when the tenant is not present.

#### **§ 14 End of the rental agreement**

- (1) The temporary rental agreement [Zeitmietvertrag] ends at the end of the period of time agreed by contract without any need for a separate notice of termination.
- (2) The rental agreement ends at the end of the month in which tenants lose their eligibility for student accommodation as defined in § 1. If, contrary to § 1 Abs. 7, notice regarding the end of the academic training is not given, the landlord may insist that the tenancy continue until the end of the month after that in which the landlord receives such notification.

(3) Tenants have the right to terminate their rental agreement after giving six weeks' notice. The rental agreement can be terminated up to the 15th day of a month for the end of the following month. The rental agreement ends at 10.00 am on the last working day (except Saturdays) of the month in which it ends. This applies to single tenancy agreements and in the case of group rental agreements when the whole group leaves.

(4) Group rental agreements can be terminated only by and in respect to all tenants together. An individual tenant may move out earlier only when the group provides a new replacement tenant.

(5) The landlord can terminate the rental agreement without notice in the following situations:

- a) When tenants are at least two months behind in paying their rent or have not paid a major proportion of their rent
- b) When tenants use the rented accommodation for purposes prohibited in the rental agreement despite being cautioned by the landlord; especially when they have allowed ineligible third parties to live in the accommodation
- c) When there are serious infringements of the house regulations (rental agreement and house rules)

(6) The date for moving out must be arranged in good time with the caretaker, however at least five working days before the end of the contract. The move out must take place from Monday to Friday during the caretaker's normal working hours. Should the rental period end on a Saturday, Sunday or public holiday, tenants must move out on the last working day (excluding Saturdays) of the month by 10 am at the latest. The rented accommodation may no longer be entered once it has been handed back to the landlord. The tenant must either be present in person or send an authorised representative for the handover of the rented property.

(7) An extension of the rental period after the end of the period agreed in § 1 of the rental agreement is only possible according to the basic principles applied by the Studierendenwerk Bielefeld -AÖR- for allocating rooms in student residences.

(8) Both parties to the rental agreement reciprocally agree to not demand a tacit renewal of the rental period as specified in German law (§ 545 BGB). Both parties acknowledge waiving this right.

(9) Termination has to be given in writing and must be addressed to: Abteilung Wohnen des Studierendenwerks Bielefeld -AÖR- , Morgenbreede 2-4, 33615 Bielefeld.

(10) Premature terminations without giving due notice require the agreement of the landlord. In these cases as well as in terminations within the first three months of residence, an administration fee of 15,-- € will be charged.

### **§ 15 Duties of parties to the rental agreement after it ends**

(1) At the end of the rental agreement, the rented accommodation along with all fixtures should be handed over to the landlord in a clean state and empty of any property brought in by the tenant. Tenants must also hand over all keys to the landlord. The handover is based on the fixtures list or the handover protocol signed when the tenant moved in.

(2) Tenants are obligated to be present during the handover to be held during the working hours of the residence administration. An appointment has to be arranged with the caretaker. The handover is performed by the caretaker or any other authorized representative of the landlord. Any damage ascertained will be protocolled, and by signing this protocol, tenants give their understanding that any damages and subsequent cleaning will be dealt with at their cost by craftspeople assigned by the landlord.

If tenants refuse to sign or are not present at the handover negotiations, a witness will be called to determine any damages. In such cases, the determination of any damages and the responsibility for these will be taken as being recognized by the tenant. Depending on the extent of the damage, the landlord has the right to have damages documented by an expert third party (architect/master craftsman) and to have the ascertained damages dealt with by appointed craftspeople at the cost of the tenant. If the ascertained damages are minor (i.e., up to 300,00 € per tenant), the landlord may deal with them at the cost of the tenant without calling in an expert.

(3) If tenants fail to attend the handover, the landlord has the right to enter the rented accommodation and have it cleaned at the cost of the tenants.

(4) If rented accommodation for which the landlord is responsible for redecoration is not in a habitable condition by any general standards when the tenant leaves and this is due to excessive wear and tear (damage) for which the tenant is responsible, the landlord has the right to carry out or have carried out the necessary work to deal with the damage at the cost of the tenant.

(5) If repair work is necessary because the tenant has transgressed beyond the rights of use or failed to exercise proper care, and this leads to either a loss of rent or claims for damages by the next tenants because of failure to hand over the accommodation on time, the tenant is liable to the landlord according to German law (§§ 280 I, 241 II BGB).

(6) Both parties to the rental agreement agree that with the end of the rental agreement, actual possession of the rented accommodation transfers to the landlord, that tenants waive any claims to unwarranted interference, and that the landlord has the right to admit new tenants to the rented accommodation and to remove to a safe place any of the former tenants' property in the accommodation and store it there at their cost.

The landlord may store the tenants' property at their cost for a daily charge of 5.-- € but accepts no responsibility for loss or damage.

(7) Tenants are obligated to give the landlord their new address before moving out.

## **§ 16 House rules**

The currently valid house rules are a constituent part of the rental agreement. A copy will be handed to the tenant with the rental agreement. The Studierendenwerk Bielefeld -AÖR- has the right to change the house rules without notice. Such changes will be announced on the notice boards in the student residences.

## **§ 17 Group tenants**

(1) If several persons have rented the accommodation together (group rental agreement), they are all liable for any obligations resulting from the rental agreement. Each tenant is personally liable for circumstances related to the person or the behaviour of other tenants or authorized users of the accommodation that impinge on the rental agreement or justify a claim for damages.

(2) If the tenancy of a single member of a group rental agreement comes to an end, then the subsequent tenant enters into the tenancy. The original rental agreement is supplemented by a written clause documenting the end of the one tenancy and the entrance of the new tenant.

If the remaining tenants are worried about releasing tenants from the tenancy because of concerns regarding their joint liability, then they should submit these concerns to the landlord in writing.

Statements concerning aspects of the tenancy (e.g. termination of the group rental agreement) have to be given by and in respect to all tenants. All other statements can be given by and in respect to the tenant representative documented in the agreement.

#### **§ 18 Declarations by tenants**

Insofar as tenants have declarations to make to the landlord in respect to this agreement, these have to be made exclusively to the administration of the Studierendenwerk Bielefeld -AöR-, Abteilung Wohnen, Morgenbreede 2-4, 33615 Bielefeld. Declarations made to other agents of the landlord or to the spokesperson of the hall of residence are not legally binding.

#### **§ 19 Other agreements**

Other agreements are valid only when given in written form and signed by both the tenants and the landlord.

#### **§ 20 Personal data**

The tenants agree to the landlord using data files to store all personal data necessary for the administration of the tenancy.

The Studierendenwerk Bielefeld AöR assumes the obligation to treat all personal data strictly confidential of their tenants as well as of the applicants for residential accommodation.

All necessary both physical and organisational measures will be taken to guarantee full protection of data privacy.

The employees are bound to implement without fail the relevant version of the General Data Protection Regulation in force since May 25, 2018.

Please see here all details about designated use of personal data in relation to administration of students accommodation:

<http://www.studierendenwerk-bielefeld.de/wohnen/datenschutz-wohnheimantrag.html>

#### **§ 21 Information on Verbraucherstreitbeilegungsgesetz**

(law on settlement of consumer litigation, VSBG)

The Studierendenwerk Bielefeld neither wants to participate in the process of settling consumer litigation according to the VSBG, nor is the Studierendenwerk legally obliged to do so. Nevertheless, the law stipulates that you shall be informed about the appropriate authority for settlement of consumer litigation:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V.

Straßburger Str. 8, 77694 Kehl, [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de)