

English does not have the grammatical concept of masculine and feminine nouns. The use of the pronoun 'he' to refer to the lessee or the lessor does not imply that all lessees or lessors are male. 'He' is a default pronoun, used for the sake of readability, and has no further connotations, social or otherwise.

General Rent Conditions for the Student Halls of Residence of the Studierendenwerk Kassel

§ 1

Residence entitlement

1. Residence entitlement is regulated in the Occupancy Guidelines for student accommodation of the Studierendenwerk Kassel in its currently applicable version.
2. The lessee is obliged to submit a certificate of matriculation for the current semester to the lessor without being asked (for the winter semester to 31 December, for the summer semester to 30 June of the year). If the matriculation certificate is not submitted at the appropriate time, a reminder fee of € 3.00 is to be imposed. If the residence entitlement has lapsed, the lessor is entitled to terminate the tenancy in accordance with § 543 para. 1 BGB (German Civil Code) without notice for an important reason.
3. The lessee is obliged to give notice of the termination of residence entitlement immediately.

§ 2

Temporary use/Rotational principle

1. The rented accommodation is rented to the lessee for the specific purpose of his course of study at the University on a temporary basis. The specific provisions of § 549 para. 3 BGB apply for letting student halls of residence.
2. Letting rented accommodation in student halls of residence represents an indirect state support. Because there is a limited availability of places in halls of residence and a much larger number of students state-supported accommodation is to be made available on the rotation principle, which entails that letting is only on a temporary basis.
3. The tenancy in principle terminates after the date specified in the tenancy agreement has expired. There is no need for notice to be given.
In hardship cases or under special conditions the lessee can apply in writing for an extension of the tenancy in accordance with the currently valid version of the *Belegungsrichtlinien* (Occupancy Guidelines) of the Studierendenwerk Kassel.
An unspoken extension of the tenancy after expiry of the agreement, as a result of continued use, is excluded. In this sense § 545 BGB (German Civil Code) does not apply.

§ 3 Payment of rent

1. The lessee is obliged to set up a bank or post office account for the duration of the tenancy and issue the lessor with a revocable direct debit mandate in the form of a revocable SEPA-Basis (SEPA Core) direct debit mandate for all demands arising from the tenancy. The lessee has to ensure that the amounts to be debited are covered.
2. The first month's rent and deposit are to be transferred at no cost for the lessor to the account of the Studierendenwerk Kassel.: Kasseler Sparkasse, Wolfsschlucht 9, 34117 Kassel, IBAN Code: DE96 5205 0353 0000 1265 44, SWIFT Code: HELADEF1KAS. Thereafter only the SEPA-Basis direct debit procedure applies. Exceptions for certain groups of lessees will be agreed separately. The payment transfer receipt is to be submitted when the rented accommodation is handed over. Without this receipt the rented accommodation cannot be handed over.
3. The rent and all demands arising from the tenancy will be debited, within the framework of the SEPA-Basis on the 5th of each month, from the account specified by the lessee. If the 5th of the month is not a banking day, the debit will be made on the next banking day. All demands that go beyond the payment of rent will be made known, at the latest, two days before the debit date. If the debit cannot be made, the lessee has to bear any costs arising from this. The lessor is entitled to impose a flat-rate administrative fee of € 10.00 for additional administrative costs as well as for each reminder. Bank retransfer fees are paid by the lessee. The lessee then has to transfer the deficit by the next debit date.
4. For a maximum of one month's rent written application may be made for an extension of term of payment, if a valid reason is submitted. The application must be handed in to the lessor by the 15th of the previous month. No more than two applications for extension may be made within a twelve-month period.

§ 4 Rent structure / Increase / New terms

The rent set out in § 3 of the Tenancy Agreement is made up of basic rent and flat-rate operating costs.

1. **Basic rent**
The basic rent, in accordance with § 6 para. 1 no. 10 of the *Studierendenwerksgesetz* (law), is set at the suggestion of the management and ratified by the Administrative Council.
If the running costs for the lessor, in the terms of § 18 para. 1 ff. Second Calculation Ordinance are raised, the lessor is entitled to adjust the net rent by means of unilateral declaration. The new rent comes into force after six weeks.
The increased rent is due from the first of the month that follows the appropriate written declaration of the lessor.
2. **Flat-rate operating costs**
The expenses of the lessor are covered by the monthly flat-rate costs for all operating costs on a flat rate basis in the terms of the Operating Costs Ordinance of 25 November 2003. In the lump sum are also included the parts of costs for heating and electricity used by the tenant and the commonly used electricity. The flat rate is calculated by putting together the operating costs of the previous accounting year in the hall of residence concerned. The lessor is entitled to reset the flat rate subject to a period of

six weeks' notice to the first of a calendar month by a unilateral written declaration, if the real costs differ from the previously allocated costs. The newly set flat rate is then due from the first of the month following the appropriate written declaration.

§ 5 Deposit

1. Before moving into the rented property the lessee has to pay a security deposit of € 400.00.
2. The deposit does not bear interest (§ 551 para. 3 clause 5 BGB).
3. The deposit is offset at the end of the tenancy against all claims of the lessor on the lessee arising from the tenancy.
4. The deposit or the remaining part of it is transferred to the lessee about ten weeks after the end of the tenancy to an account specified by the lessee.
5. If the amount is to be transferred abroad, the lessor is entitled to deduct bank charges incurred from the amount. The lessee cannot use the deposit to make claims on the lessor.

§ 6 Handing over the rented accommodation

1. Handing over the rented accommodation takes place only from Monday to Friday from 8 am to 12 pm. If the first day of the contract falls on a holiday, Saturday or Sunday, the rented accommodation is handed over on the next working day.
2. The lessee is obliged to agree with the lessor two weeks before the date on a moving-in time and to be present when the rented accommodation is handed over. If the lessee does not keep to this date, he will be charged with a compensatory sum of € 15.00.
3. When the rented accommodation is handed over, the condition and completeness of the inventory that is part of the accommodation are determined by means of a transfer record that is to be signed by both parties. With his signature the lessee acknowledges the orderly condition of the rented accommodation. Reservations are to be recorded in this document.
4. The lessee is obliged to register with the *Meldebehörde* (Residents' Registration Office) within the legally prescribed period and to submit confirmation of his registration to the lessor.

§ 7 Keys / Key card

1. On moving in the lessee receives the necessary key or electronic key from the lessor's agent.
2. The lessee is not entitled to replace the lock fitted by the lessor with his/her own lock.
3. The lessee undertakes to inform the lessor without delay of the loss of a key or electronic key card handed over to him. Any replacement key or key card is supplied at the cost of the lessee only by the lessor.
4. The lessor is also entitled to change or have replaced the lock concerned in the event of the loss of a key/electronic key card. If there is a danger that the lost key may be misused, the lessor is also entitled to exchange a lock system if there is one in place.
5. On moving out all lessees are to give back all keys or electronic key cards they have received to the lessor's agent.

§ 8 Change of rented accommodation / Moving

1. Change of rented accommodation within the halls of residence is allowed under certain circumstances. Applications to do this are to be made in writing. Approval is given in accordance with the Occupancy Guidelines and in consideration of the list of applicants.
2. For the move the lessor imposes an administration fee of € 50.00.
3. The lessor can require the lessee to move provisionally or permanently within the hall of residence or to another hall if building work or a change in the designated purpose of the living space make this necessary.

§ 9 Cession of the rented accommodation to third parties

1. Any subletting, even if partial, or cession of use of the rented accommodation to third parties is prohibited. The same applies to allowing third parties to stay in the accommodation rented by the lessee. Any contravention of the above entitles the lessor, after prior warning, to give notice to quit.
2. Failure of the lessor to issue a warning against non-contractual use cannot be understood as toleration on the part of the lessor.

§ 10 Defects in the rented accommodation

1. If there is a defect at the start of the tenancy and the lessee does not inform the lessor of this within two weeks of taking over the rented accommodation, the lessee forfeits his claims to compensation for defects.

2. The lessee is obliged to show the lessor sources of danger and defects without delay.
3. If the lessee does not report a defect that is clearly visible, it is his responsibility.
4. The lessee is liable to the lessor for not reporting at all or in time, in accordance with § 536 c para. 2 BGB. The same applies to a culpably false report.
5. Inadequate conditions that last for three months will not be taken into consideration if they are occasioned by work that serves to modernize the rented accommodation, in accordance with § 555 b no. 1 BGB.

§ 11

Liability of the lessee and special obligations of the lessee

1. The lessee is obliged to treat the rented accommodation handed over to him as well as the inventory in the rented accommodation and the rooms for common use with care and to keep them sufficiently and regularly clean.
2. The lessee is liable for damage to the inventory that forms part of the rented accommodation handed over by the lessor, if the damage was caused by infringing the obligations of care incumbent upon the lessee.
3. The lessee is similarly liable for all damage caused by a person belonging to the household, relatives, visitors or vicarious agents if their relationship to the rented accommodation is at the request or with the permission of the lessee.
4. For inventory items that have gone missing or been damaged during or after the tenancy the lessee is obliged to compensate the lessor.
5. In rooms used by several lessees the responsibility for the inventory and the state of the areas in common use is collective.
6. The lessee is obliged to keep the rented accommodation free from vermin. If he infringes this obligation, he is obliged to compensate the lessor for damage caused.
7. The lessee is obliged to take care that the rented accommodation is sufficiently heated from October to April, even in his absence. If he fails to do this and this leads to damage he is obliged to compensate the lessor for damage caused.
8. The lessee is obliged to let the water out of all taps for at least five minutes every four weeks in order to prevent the possibility of Legionnaire's Disease.
9. The lessee may not prevent employees of the lessor from performing their duties and may not disturb other lessees in the accommodation or neighbours.
10. The lessee is responsible for ensuring that the smoke alarms installed are operational. Dysfunctions, failures and detectable damage are to be reported to the lessor immediately. The lessee has to allow

access to the rooms concerned for the maintenance of the smoke alarm. The execution of the work may not be hindered. Dismantling smoke alarms is prohibited.

11. The lessee is liable to the lessor for losses incurred by the lessor if the rented accommodation after the termination of the tenancy is not handed back at the appropriate time to the lessor, thus preventing the lessor from further letting the accommodation.

§ 12

Use of common rooms

1. The common rooms specified in the Tenancy Agreement or otherwise allocated for joint use are to be treated with care by the lessee. The lessee is also obliged to ensure that they are cleaned regularly. In the case of common rooms within a closed shared apartment it is the duty of the sharing community to regulate this matter internally.
2. The lessee has to ensure an appropriate airing and heating of the rented rooms and the common rooms. The publicly accessible rooms, areas for vehicles and external areas of the accommodation occupied by the lessee are to be treated with care and always to be left clean.
3. It is the obligation of the members of shared accommodation (shared apartment, closed floor, double apartment) to clean common areas within the shared space (single or double apartment) in common. This applies particularly to the kitchen, bathroom and toilet. The lessees have to agree on a joint cleaning plan for this purpose and put up a plan in the jointly used kitchen, if that room is part of the shared area. The lessor is entitled to assure himself, after announcement and a suitable period, that cleaning is being done properly. If the cleaning is not being done or not being done properly, the lessor is entitled to issue a caution and to enter the rooms and have them cleaned by a cleaning firm at the expense of the lessees. If it is clear from this cleaning plan who is responsible for cleaning at any time, this person is primarily the one to be held liable. In the case of shared apartments, lockable double apartments or closed floors the lessees are jointly responsible for cleaning. They can be held liable collectively for the costs of cleaning.
4. Insofar as the lessees are also responsible for cleaning the entrance areas, the staircases and other common areas accessible to a number of different people, the people responsible have to ensure the cleaning. If this is not guaranteed, the lessor will do the cleaning or have it done by a cleaning firm and can, if it cannot be determined who has caused the cleaning problem, distribute the cleaning costs among the lessees of the area concerned.

§ 13

Entering the rented accommodation

1. The lessee is obliged, in the following instances, to allow the lessor or his agent access to the rented rooms (rooms accessible only to the lessee):
 - a. during the normal working hours at suitable intervals to check the state of the rented accommodation;
 - b. after prior notice to take samples of water required the Drinking Water Ordinance or prescribed by the authorities;

- c. for the execution of work (maintenance and structural changes of the rented accommodation and removal of defects, maintenance of smoke alarms);
 - d. for the prevention of any risk to life or the health of people at any time;
 - e. for the prevention, investigation and removal of major damage and disturbance of caused to other residents at any time;
 - f. after prior notice by the lessor for the purpose of further letting when notice to quit has been given or when the end of the tenancy is in sight;
 - g. after agreement or prior notice for the pre-inspection of the rented accommodation before the handing back date on the usual working days and during the usual working hours.
2. In principle the lessor may enter the rented accommodation only with the consent of the lessee. The action/viewing has to be, provided that there is no danger, announced beforehand in a suitable period of time.
The lessor is entitled to enter the rented accommodation in the absence and without the consent of the lessee only in the case of immediate danger and the right of self redress, in accordance with § 229 BGB in the absence and without the consent of the lessee.
3. If the lessee refuses access to the rented accommodation or is not present at the time announced, the lessee is advised that, unless he gives very good reasons for his absence, he is obliged to compensate the lessor for any losses arising from this.
4. The lessee may, in the event that he is unable to be present at the time specified by the lessor or send a trustworthy person in his place, consent to the lessor's entering the rented accommodation in his absence.
5. Common rooms, floors and other rooms accessible to visitors or third parties, may be entered at any time by the lessor without special prior notice. The same applies to rooms that are not rented but are for common use.

§ 14

Termination of the tenancy

1. The tenancy terminates with the completion of the contractually agreed period.
2. The tenancy is limited to a maximum of ten semesters. Exceptions are regulated by the occupation guidelines.
3. The lessee is entitled to terminate the tenancy in the ordinary way in writing with six weeks' notice to the end of the month.
4. Both in cases of termination by the lessee and termination of the tenancy agreement the tenancy comes to an end at 12.00 pm of the last working day of the relevant month.
5. The lessee is obliged, in the event of exmatriculation, to terminate the agreement in the ordinary way in writing with six weeks' notice to the end of the month. Exmatriculation is not a reason for a termination without notice.

6. The landlord is entitled to terminate the tenancy without notice for an important reason, if the party giving notice of termination cannot reasonably be expected to continue the tenancy until the expiry of the notice period or until the tenancy is otherwise terminated, taking into account all circumstances of the individual case, in particular any fault on the part of the contracting parties and considering the interests of both parties.

The following reasons are considered to be particularly important:

- a. the tenant seriously violates the rights of the landlord by endangering the rented property through not taking the necessary care of it or ceding the property to a third party without authorization,
- b. the tenant is late on two consecutive dates paying the rent or a substantial part of it,
- c. the tenant is in arrears with the payment of the rent in an amount equal to the rent for two months exceeding a period of more than two payment deadlines,
- d. the tenant is no longer entitled to reside in the property.

In the case of sentence 3 b and c the contract will not be terminated, if the landlord is satisfied beforehand. Contract termination is invalid, if the tenant has been able to settle the debt by offsetting it and, immediately after the termination, declares the offset.

If the important reason involves a violation of obligation arising from rental agreement, violations of the General Rental Conditions or the house rules, the termination is permissible only after a reasonable period of time specified to find a remedy has elapsed unsuccessfully or after an unsuccessful warning.

This does not apply, if

- aa. a deadline or warning is obviously likely to fail, or
 - bb. the immediate termination is justified for special reasons, taking into account the interests of both sides, or
 - cc. the tenant is in arrears with the payment of rent within the meaning of sentence 3 b and c.
7. If the lessor was entitled to terminate the tenancy without notice, the lessee continues to be obliged, beyond the day of the termination and the day of actual handing back of the rented accommodation, to pay a use fee to the amount of the total rent set by the lessor for the rented accommodation as use compensation. This payment obligation of the lessee remains until the rented accommodation is let to others.
8. The lessee is not entitled to provide a follow-up lessee.

§ 15

Obligations of the contractual parties on termination of the tenancy

1. At the end of the Tenancy Agreement the lessee is obliged to hand back the rented accommodation completely free of his property and professionally cleaned with the relevant keys/electronic key cards.
2. If the lessee is responsible for not handing back the rented accommodation on time or in order, he is liable for all losses incurred by the lessor as a result.

3. The lessee is obliged to hand back the rented accommodation after termination of the tenancy with complete inventory.
4. When the tenancy is over the rented accommodation is handed back. The lessee is obliged to be present at this or to appoint an agent. The lessee undertakes to sign a handing back document. The exact day of the handing back is to be agreed with the hall of residence administration at the latest two weeks before the date planned for moving out.
5. The lessee is liable to the lessor for all costs/losses incurred by the latter if the rented accommodation is handed back late, especially for the alternative accommodation that the lessor has to provide for the new lessee designated by the lessor.
6. In the interests of regulating reciprocal claims between lessee and lessor the lessee undertakes to inform the lessor of his new address.

§ 16

Building changes by the lessee / lessor

1. The lessee has to tolerate measures taken by the lessor necessary or useful for the maintenance of the house or the rented accommodation or to avert dangers. He has to make the rooms in question accessible and may not obstruct the execution of the works. Infringement of this obligation may result in claims for compensation.
2. The lessee may not undertake building or other changes within the rented accommodation or its fittings or facilities.

§ 17

Aesthetic repairs

1. The lessor is responsible for aesthetic repairs. For these repairs to be carried out the lessee has to allow the lessor access to the rented accommodation and tolerate the execution of them, if they prove to be necessary during the period of tenancy. Please see § 13.
2. If the rented accommodation is not in what is generally accepted to be a habitable condition as a result of above-average use, the lessor can require of the lessee that the rented accommodation be renovated at the expense of the lessee and the damage identified be removed. The loss of rent entailed by this delay is to be borne by the lessee.

§ 18

Parking of bicycles and vehicles

1. The lessee is obliged to use only the parking spaces (car park and bicycle room) allocated for cars and bicycles (electric and otherwise).
2. Parking of vehicles not used over long periods or not registered with the police on the property of the lessor or in halls of residence is in principle not allowed. Vehicles or bicycles parked in these places in

spite of this prohibition may be removed, in response to requests for removal, at the cost of the owner.

3. Repair of vehicles on the property of the lessor or in the immediate vicinity that cause inconvenience to others is not allowed. In particular, any work that may cause environmental pollution is prohibited.

§ 19 Domestic pets

In view of the particular living situation in the halls of residence keeping domestic pets, in principle, is not allowed. The prior consent of the lessor must be obtained to keep small animals. Consent can be withheld or revoked, if other occupants or neighbours complain or there is possibility that the lessees or the property regard small animals as a nuisance.

§ 20 Heating / collective heating

1. The lessor undertakes to keep the heating, if there is collective system in the hall of residence, operational from 01 October to 30 April (heating period).
2. The lessor undertakes to operate the heating in such a way that the temperature in the accommodation during the time between 6 am to 11 pm is an average of at least 20°C. Even outside the heating period the heating system is to be operated if the weather conditions require it.
3. The lessee is obliged not to turn off the heating completely during the heating period, even in periods of absence, but to keep it at frost protection level.
4. The lessee has to ensure sufficient heating and airing. In addition, the lessees are expected to be economical with heating energy. This applies especially when a flat rate rent is agreed, because rising heating costs in the following year can result in increased flat rate rent for all lessees. In this regard lessees are requested to make economical use of the heating facility.

§ 21 House rules

House rules are part of the Tenancy Agreement. A copy of these rules will be handed to the lessee with the Tenancy Agreement and the General Tenancy Conditions.

§ 22 Internet use

Internet use is subject to the terms of use and security guidelines of 1&1 Versatel GmbH. In the event of data network connection problems, the customer support of 1&1 Versatel GmbH is available from Monday to Friday from 8 a.m. to 6 p.m.

- Phone: 0800 550 555 702
- E-mail: support@hotzone.de

Important notes

- The router must always be connected to the network socket in the room and connected to the power supply. If the router is not connected, 1&1 will not be able to provide customer support.
- All routers are the property of 1&1 Versatel GmbH and are part of the room inventory. As long as your tenancy agreement with the Studierendenwerk Kassel is valid, you are responsible for the router in your dormitory room. Any costs incurred, for example for repairs or replacement, will be charged to you by the Studierendenwerk Kassel.
- Private WLAN routers may not be connected to the network socket in the room, but they may be connected to one of the free LAN connections of the room router.

§ 23

Other agreements

1. The house rules in the halls of residence administered by the lessor, including the areas outside, are exercised by the management.
2. If an agreement contains legal deficiencies in these tenancy conditions, this does not affect the validity of the rest of the conditions. If there is a partially or wholly legally valid agreement, those concerned will come to an understanding to make a legally valid agreement that corresponds substantially to the spirit and purpose of the agreement reached.
3. The lessor is entitled to offer the lessee, for an important reason, another room in the house or in another hall of residence.
4. Personal data of the lessee will be collected where they are necessary for processing. Handing these data on to a third party will not be done except in cases where the law makes this necessary. When the purpose for which these data have been collected has lapsed the data collected will be deleted. Necessary lists of names and bells are posted in the student halls.
5. The Studierendenwerk Kassel is neither obliged nor prepared to participate in a dispute settlement process or consumer arbitration board in accordance with the Verbraucherstreitbeilegungsgesetz (VSBG) [Consumer Arbitration Law]. In fulfilment of our legal obligation, however, we recommend that an appropriate consumer arbitration board be consulted: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V., Straßburger Straße 8, 77694 Kehl, www.verbraucher-schlichter.de
6. The general rental conditions come into force on the day of the decision made by the Administrative Council of the Studierendenwerk.