

For internal use only:  
Identification No.:  
VO-No+:

**Wohnungsverwaltung –Housing administration**

Universitätsstr. 4, 86159 Augsburg (Mensafoyer)

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Internet:: [www.studentenwerk-augsburg.de](http://www.studentenwerk-augsburg.de)

Opening hours: Mo. – Fr. 9.00 am – 12.00 am  
Mo, Tue, Thu 1.00 pm – 2.00 pm

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To facilitate legibility the term „tenant“ means both male and female inhabitants of the student residences.

## Tenancy contract

Between

**Studentenwerk Augsburg**, Anstalt des öffentlichen Rechts (lessor)  
Represented by the managing director  
Eichleitnerstraße 30  
86159 Augsburg

and

Mr. Thomas Mustermann (tenant)  
Musterstr. 1, 12345 Musterstadt

,  
born on 01.01.1997 , identification no.: **123456**

the following is agreed:

### § 1 Rental property, contract period, rent, deposit

(1) Address rental property : **Augsburg Göggingen, Franzensbadstr. 4, 86199 Augsburg**

No of furnished housing unit: 710-xx-xx-xx-x  
from: 01.04.18  
for a limited period until: 30.09.19

(2) The monthly rent currently amounts to:

Basic rent: €  
Advance payment for utility charges: €  
**Total rent:** €  
The deposit amounts to: €

## **§ 2 Residence entitlement, temporary use, principle of rotation**

- (1) The terms of application and approval for student residences of Studentenwerk Augsburg in their respective current version are decisive for the residence entitlement.
- (2) The rental property is let to the tenant for residential purposes for temporary use and for the special purpose of studying in the university town, exclusively for the personal use of the tenant. Should studies at the university not be started or interrupted or ended the claim to use the rental property becomes void.
- (3) In compliance with the tasks assigned by the Bavarian University and College Law (Hochschulgesetz) the rental property, located in a student residence, is let from the lessor to the tenant. The tenant acknowledges that there is a justified interest in termination of the rental contract as agreed upon, as providing accommodation of rental property in student residences constitutes an indirect subsidy by the state and due to limited number it is intended to make state-subsidized accommodation available to as many students as possible on the basis of the principle of rotation.
- (4) The tenant is under the obligation to unsolicitedly submit to the lessor a valid and current certificate of enrolment of the respective semester, until May 31 by the latest for the summer semester and until Nov30 by the latest for the winter semester.
- (5) The contract period ends with the date stated in the rental contract without the necessity to give notice. Tacit extension of the tenancy beyond the time of termination is excluded. § 545 BGB (German Civil Code) is excluded.
- (6) The object of this rental contract is a rental property in a student residence. The specific regulations of § 549, section 3 of BGB apply.
- (7) The tenant has the right to use the rooms for common use in accordance with the purposes these rooms are intended for. The right for common use can be changed with regard to contents or revoked by the lessor at any time

## **§ 3 Rent**

- (1) The total rent is due on a monthly basis in advance by the seventh day of the month.
- (2) It is debited monthly from an account to be stated by the tenant. The tenant undertakes to grant the lessor authorization for this account by a revocable direct debit mandate in the form of a revocable SEPA direct debit mandate to the amount of the respective rent due.
- (3) The tenant has to make sure that this account has sufficient funds for debit of the respective amounts.
- (4) If the respective amount cannot be debited the tenant has to bear the costs incurred. The lessor is entitled to charge an administrative fee of € 5,00 for every payment reminder. Bank charges have to be borne by the tenant.
- (5) For justified reasons payment of one monthly rent may be deferred upon written application. The application has to be submitted to the lessor prior to due date.
- (6) Any changes of account for debit of the rent of the current month can only be considered until the 15th of the previous month.
- (7) All changes of costs, caused by statutory provisions or provisions by authorities or adjustments of interest on loans and ground rent or cancellation of public subsidies, become effective on the date of their enforcement.
- (8) The lessor operates on the cost covering principle He is entitled to make adjustments of the basic rent unilaterally in case of any changes of the costs after written information to the tenant. In this case adjustment of the rent becomes effective the following month.

## **§ 4 Utility Charges**

- (1) Beside the basic rent the tenant has to bear the respective share of utility charges in accordance with the regulations of utility charges in their relevant valid version respectively the revised version, independent of actual use of individual services or facilities. In addition the lessor is entitled to pass on other utility charges as per §2 item 17 of regulations on utility charges. A schedule of the individual items is enclosed to this tenancy contract.

- (2) The tenant will pay an adequate amount for utility charges in advance per month.
- (3) At the end of an accounting year the lessor will set up a calculation of utility charges of the student residence and the advance payments received. Utility charges are allocated to the number of residence units in proportion to respective time. The lessor is entitled to determine a consumption-based standard to split the consumption-dependent costs. If accounting results in a deficit, this deficit is to be balanced by supplementary payment from tenant. Any surplus is transferred to the last known account of tenant.
- (4) If the tenant moves out during an accounting period, distribution of the utility charges will be made with the next due invoicing, in proportion of rental period to accounting year.
- (5) In accordance with legal regulations and in compliance with the required form and period of notice adjustment of advance payments may be requested.
- (6) The lessor is entitled to pass on to the tenant utility charges, that accrue newly during the rental period and that can be assigned to one of the cost types of §2 of utility charges regulations.

### **§ 5 Deposit**

- (1) In accordance with § 551 section 3 page 5 BGB no interest is paid for the deposit.
- (2) The deposit is used to balance any unpaid claims of the lessor towards the tenant that are still due at the end of the term of tenancy. The deposit respectively the remaining part of the deposit will be transferred to the latest known bank account of the tenant.
- (3) Repayment of the deposit leaves the assertion of outstanding claims from not yet settled utility charges untouched. The lessor is entitled to retain an adequate amount of the deposit for subsequent claims to be expected from the utility invoicing.
- (4) In case of foreign bank transfers the lessor is entitled to deduct incurred bank charges.
- (5) The tenant may not set off the deposit against demands from the lessor during the duration of the rental period.
- (6) The lessor endeavors to repay the deposit within 12 weeks after termination of the tenancy. A legal claim to settlement within this period does not exist.

### **§ 6 Handover, moving in, obligation to register at Residents Registration Office, broadcasting fees**

- (1) Handover of the rental property will be made after contract start as mentioned in § 1, exclusively during the working hours of the caretaker (currently on working days from 09:00 am – 12:00 am and Monday to Friday 1:00 pm – 3:00 pm, subject to changes by the lessor). If the contract starts on a day outside these opening hours, handover will be made on the following working day. No claim to reduction of rent exists for this.
- (2) **Attention: Due to the increased number of persons moving in and out on/around October 1 and April 1 we can only grant availability of the rental property for moving in by the third working day of the month. It is indispensable to make an appointment in person or by phone for handover with the caretaker during the office hours.**
- (3) Upon handover the condition of the rental object and completeness of the inventory are determined by means of a handover record to be signed by the tenant. With his signature the tenant confirms proper condition of the rental property. Any restrictions/deficiencies have to be mentioned in the handover report.
- (4) The tenant has to register at the Residents' Registration Office independently and to submit the registration card to the lessor upon request.

### **§ 7 Keys**

- (1) When moving in tenant will receive all keys required for the rental period.
- (2) When moving out all keys have to be returned to the lessor. This also applies to keys that were procured without authorization by the lessor.
- (3) Procurement of reserve keys and locks will be made the lessor only.
- (4) In case of loss of a key the tenant is obliged to report this loss to the lessor immediately. The lessor is entitled to have the respective key and all corresponding locks changed respectively replaced by new ones. If there is the danger of misuse of the lost key the lessor is also entitled to have a

- possibly existing locking system exchanged. If the fault for loss of the key is attributable to the tenant he bears all the cost. This also applies if he does not give back all keys when moving out.
- (5) The tenant is not entitled to have additional keys made, to replace locks installed by the lessor by other locks or to mount additional locks.

### **§ 8 Changing the rental property, moving to another rental unit**

- (1) Basically, a change of the student residence respectively moving within the student residence is not possible. Only in founded exceptional cases and with the explicit consent by the lessor such a change can be approved. A respective application form has to be submitted. A claim for permission for this kind of change of rental property does not exist.
- (2) Exceptions to item (1) are:
- a. Tenants in apartments equipped for handicapped persons. These tenants undertake to leave their rental property, if required. The lessor will then provide replacement for the tenant.
  - b. The lessor has the right to demand temporary or permanent move within the student resident or to another residence, if this is required due to construction measures or a change of the intended purpose of the rental property.

### **§ 9 Transfer of use of rental property to third parties**

- (1) It is prohibited to sublet the rental property to third parties, not even for temporary use or partial use, without prior written consent by the lessor. The same is applicable for accepting third persons in the rental property of the tenant. In case of infringements the lessor is entitled, after having sent a written warning notice, to terminate the tenancy contract without notice.
- (2) Subletting or transfer of use to persons that have a residence entitlement can be permitted after prior approval by the lessor, for the period of the semester breaks or another temporary absence, but only for a continuous period of a maximum of three months. Exceptions apply for students on a mandatory internship or a semester abroad. In these cases transfer to third parties for a continuous period of 6 months is possible.
- (3) The tenant remains main tenant. He has to make sure that subletting is only granted to persons with residence entitlement.
- (4) The tenant is liable for any damage caused by the subtenant.
- (5) It is prohibited to attain any additional yield from authorized subletting or transfer of use.

### **§ 10 Defects of the rental property**

- (1) The tenant is obliged to inform the lessor about hazards and defects, that exist at handover in the handover report or to report these defects immediately in written form to the lessor, if these defects arise in the course of the rental period. For this purpose the form to report deficiencies may be used.
- (2) If the defect exists already at the start of the tenancy and the tenant does not inform the lessor in writing, his claims for damages become void, if he culpably fails to report the defect, unless this defect was concealed by the lessor with fraudulent intent. The tenant is particularly at fault, if the defect is apparent and visible for everyone.
- (3) The tenant is liable to the lessor for any culpably neglected or delayed reporting. This also applies to culpably incorrect reporting.
- (4) A reduction of suitability is excluded for a period of three months, if it is caused by a measure to improve energy efficiency according to § 555 No. 1 BGB.

### **§ 11 Liability and specific obligations of the tenant**

- (1) The tenant is obliged to treat the rented property, the included inventory and the shared (common) rooms with care and to provide sufficient and proper cleaning and aeration.
- (2) The tenant is liable for damage to the rental property and the inventory provided that the damage was caused by infringement of tenant's obligations to due diligence or in another culpable way.

- (3) The tenant is equally liable for all culpably caused damage caused by a person being part of the household, relatives, visitors or vicarious agents, provided that they entered the rental property on the initiative of or with the consent of the tenant.
- (4) The tenant is liable to pay damages to the lessor for parts of the inventory that were lost or damaged during the rental period or at the end of it, if tenant is at fault for the loss/damage.
- (5) The tenant is obligated to keep the rental property free from pests. Should he culpably infringe this obligation he has to pay for damages to lessor. Any increased appearance of pests has to be reported to the lessor in writing immediately.
- (6) The tenant is obligated to make sure that the rental property is heated sufficiently during the heating period (October to April) even in his absence. Should he fail to do so and should this failure cause damage to the rental property he is liable to compensate the resulting damage.
- (7) The tenant has to ensure that water is withdrawn from each of the warm and cold water taps in his rental property for a minimum of 30 seconds at least every three days. This is necessary to prevent an increased concentration of legionella bacteria. In case of longer absence (more than three days) water withdrawal has to last 5 minutes.
- (8) The tenant is liable to the lessor for any damage caused by the fact that the tenant does not return the rental property in timely manner and the lessor can therefore not re-let the property.

## **§ 12 Liability of the lessor**

- (1) Lessor's strict liability for defects existing at the conclusion of the contract (i.e. warranty liability) is excluded. Therefore § 536 a section 1, first alternative BGB shall not apply.
- (2) The lessor is liable for personal injury and material damage of the tenant and his visitors only if caused by his own fault or by the fault of his vicarious agents. Scope of liability is limited to intent and gross negligence. This limitation does not apply to injury to life, body and health. Moreover liability for violation of cardinal obligations is excluded from the limitation of liability. (lease and maintenance).

## **§ 13 Utilization of common rooms and storage rooms**

- (1) The rooms mentioned in the rental contract for common use or as defined otherwise for common use have to be handled with care. Moreover the tenant is obliged to see to it that these rooms are cleaned on a regular basis.
- (2) The members of a tenant group have a joint responsibility to clean the common space within the group. This applies in particular to commonly used kitchens, bathrooms and toilets. The tenants have to arrange a cleaning schedule and post it visibly. The lessor has the right to check whether common rooms are cleaned properly at any time after previous notification. If cleaning is not done or not done sufficiently, the lessor is entitled, after having given a written warning, to clean the rooms himself or have them cleaned by a specialized company at the costs of the tenants. If cleaning schedule shows the person was in charge of cleaning at the particular date this person is primarily liable. In flat-sharing communities, lockable double apartments or closed corridors the tenants are jointly and severally liable to meet their cleaning liability. They can be held liable jointly and severally to pay the costs.
- (3) Any rooms/space that is/are accessible for the public, traffic areas and outdoor facilities of the student residence have to be handled with care and to be left clean. Furnishings may not be exchanged, removed or supplemented without consent by the lessor.
- (4) Storage rooms may not contain hazardous or perishable substances. The lessor does not assume liability for stored objects.

## **§ 14 Access to rental property**

- (1) In the following cases the tenant is obligated to grant the lessor or his representative access to the rental property:
  - a. at the usual working hours for adequate reasons at appropriate intervals to check the condition of the rental property.

- b. after previous notification or arrangement for taking water samples as required by the drinking water ordinance or as imposed by the authorities.
  - c. after prior notification for carrying out works (e.g. maintenance and structural modifications of the rental property, to eliminate defects, maintain the smoke detector, for testing of technical facilities and for pest control)
  - d. at any time to avert threats to life and health of persons
  - e. at any time to avert, investigate or eliminate substantial damage and disturbance of peace and quiet in the house
  - f. by appointment respectively prior arrangement on weekdays for preliminary inspection of rental property before handover date.
- (2) As a rule the lessor may only enter the rental property with the consent of the tenant. Unless there is imminent danger this inspection has to be announced at least 48 hours in advance.
- (3) Only in case of imminent danger and in cases of self-help acc. to § 229 BGB the lessor is entitled to enter the rental property in absence and without consent of the tenant.
- (4) If the tenant denies access to the rental property or is not present at the announced or arranged date the tenant is liable to compensate the resulting damage (e.g. additional costs for travel for craftsmen), unless he provides serious reasons for his absence.
- (5) In case the tenant cannot be present at the arranged date agreed upon with lessor and cannot instruct a person of trust to act in his name the tenant has the possibility to grant the lessor access to the rental property in his absence timely and in writing.
- (6) Common rooms, hallways and other rooms, that are also available for visitors or third persons, are at any time accessible for the lessor without prior announcement. The same applies to rooms, that are not rented, but for which use is allowed.

#### **§ 15 Termination of tenancy by the tenant**

- (1) The tenant may terminate tenancy on an ordinary basis to the dates March 31 and Sept 30. Period of notice is two months. Notification of termination is subject to written form. For a timely termination date of receipt of notice at the lessor is effective, not the date of dispatch.
- (2) In exceptional cases the tenancy can be terminated at a different date upon written application by the tenant. To do so the tenant makes an application for annulment. If annulment is granted, an administrative fee of 15,00 € becomes due. Entitlement to annulment does not exist.
- (3) In addition to that the tenant is entitled to extraordinary termination in accordance with statutory provisions.
- (4) In case the residence entitlement becomes void (e.g. by exmatriculation, de-registriation) the tenant has the right to ordinary termination of tenancy in accordance with item (1)

#### **§ 16 Termination of tenancy by the lessor**

- (1) The lessor is entitled to terminate the tenancy on an ordinary basis with a period of notice of 2 months to the end of the month, if the tenant
- a. is not enrolled at the place of study,
  - b. does not present a valid certificate of matriculation by Nov 30 for the winter semester respectively by May 31 for the summer semester respectively a certificate of registration to the final examinations, stating expected date of end of examinations,
  - c. income of the tenant exceeds the amount resulting from § 13 BAföG (Federal Education and Training Assistance Act), total amount for students not living with their parents, by more than 10%
  - d. continuation of the tenancy is intolerable for the lessor due to substantial or repeated infringements of contract by the tenant.
- (2) The lessor may terminate the tenancy on an extraordinary basis and without notice, if tenant
- a. is in arrear with payment of the rent or a major part of the rent for 2 consecutive months.
  - b. is in arrears with the payment of an amount that corresponds to the rent for two months for a period that is longer than two deadlines.

- c. is in arrears with the deposit amounting to the equivalent of the rent of two months. Advance payment of utility charges is not to be considered for calculation of the rent in accordance with paragraph 1.
- d. severely infringes the tenancy contract, the house rules or any usage regulations.
- e. the tenant uses the rental property contrary to the contract. This applies in particular, if he leaves the rental property as a whole or in part to third parties without authorization.
- f. the tenant repeatedly infringes other contractual obligations despite having been warned.

Beyond these items the extraordinary reasons for termination as laid down by law apply.

- (3) If lessor was entitled to an extraordinary termination of the tenancy, the tenant remains obligated beyond the date of termination up to the date of actual return of the rental property to pay a compensation equal to the total rent of the rental property determined by the lessor. This payment obligation of the tenant remains effective as a claim for loss of rent from day of actual return of rental property until effective re-letting of the rental property, but only until contract expires according to § 1 section 1 or date of next possible ordinary termination of the tenancy according to § 13 section 1.

### **§ 17 Return of the rental property**

- (1) At the end of the rental period the tenant is obliged to hand over the rental property by 10:00 am on the last working day before termination of the contract. Rental property to be cleared from tenant's belongings, cleaned and returned with complete inventory and all respective keys. Clearing also includes belongings of tenant in common rooms.
- (2) In order to meet his obligations as a beneficiary of public funds the lessor has to let the rental properties without break. To do so it is indispensable to make sure moving in and moving out is done in the shortest possible time. Therefore, if the tenant does not meet his obligations acc. to item (1) or does not meet them entirely the lessor is entitled to implement the required measures at the expense of tenant or to have them implemented without further deadline.
- (3) At the date of termination of the tenancy a handover appointment will be made. The tenant is obligated to be present for this appointment or to authorize a representative. The tenant undertakes to sign the handover report. Exact date of handover has to be arranged with the caretaker at least two weeks before termination date.
- (4) The tenant is liable to the lessor for all costs/damage resulting from delayed return of the rental property, in particular costs for another interim accommodation for the new tenant, in case this becomes necessary.
- (5) For the sake of settlement of mutual claims between tenant and lessor the tenant undertakes to inform the lessor about his address or as an alternative the address of his representative or duly authorized person.

### **§ 18 Structural alteration by the tenant / lessor**

- (1) The tenant has to accept measures by the lessor that are required or necessary to maintain the building, the rented room or to avert hazards. He has to keep the respective rooms/areas accessible and may not hinder execution of these works. Infringement of this duty may result in claims for damages.
- (2) The tenant may not make structural or other alterations within the rental property or its equipment and facilities that exceed the contractual use of the rental property without consent by the lessor in written form.  
If he has made structural alterations he has to reverse them by the date of return of the rental property and to restore the original state. This obligation becomes void, if the lessor confirmed in written form that restoration of the original state is not required or not desired by lessor. The tenant has to clarify this matter before termination of the tenancy in timely manner.

## **§ 19 Pets**

The tenant may keep pets only with the consent of the lessor. Consent has to be denied respectively can be revoked, if the pets are a nuisance for other tenants or neighbours or if impairment of tenants or the premises are to be expected.

## **§ 20 Use and parking of motor vehicles**

For use and parking of vehicles the regulations for use for the parking lot of the student residences of Studentenwerk Augsburg apply in their respective valid version (included as Annex 2).

## **§ 21 Heating**

- (1) The lessor is obliged, if there is a central heating in the student residence and outside temperatures require it, to ensure the heating system is in operation from October 1 until April 30 (heating period).
- (2) The lessor is obliged to put the heating into operation also outside the heating period, if required by weather conditions.
- (3) The tenant is obliged not to switch off the heating completely during the heating period, not even in his absence, but to change to anti-freeze mode.
- (4) Tenant has to make sure there is sufficient heating and aeration in the rental property. Beyond this tenants are advised to use heating energy economically.

## **§ 22 Charges**

The lessor has to work in accordance with the cost recovery principle (cost-recovering rent). Therefore extra administrative costs for the public have to be avoided and allocated to the persons causing these costs. For this reason the parties agree on the following lumpsum administrative charges:

- |   |         |
|---|---------|
| • Conclusion of a new rental contract upon request by the tenant  | 25,00 € |
| • Cancellation of rental contracts  | 15,00 € |
| • Administrative charge for belated reception of enrolment certificates and applications for extension, unless this results in termination of rental contract | 15,00 € |
| • Charge for moving in/out  | 25,00 € |
| • Administrative charge for reminders   | 5,00 €  |

## **§ 23 Data processing**

- (1) Processing of personal data is required for establishment, implementation and termination of the tenancy. Data processing is executed on the legal basis of paragraph 6 ( 1) b of DSGVO (Data protection regulation).
- (2) Name and number of the apartment of the tenant may also be used for lettering of doorbell, letterbox and door sign.
- (3) To make sure that communication is quick and efficient the tenant has to inform the lessor about changes of his email address and telephone no. without delay.

## **§ 24 Other regulations**

- (1) The domiciliary right in the student residence of Studentenwerk Augsburg lies with the management of Studentenwerk, who assigns it to the management of the property management. They are entitled to assign the domiciliary right to property managements in charge of the respective student residences or to other persons in charge.

- (2) Should any individual provisions of the rental contract or the general rental provisions be invalid, all other provisions remain valid. A provision replacing the invalid one to attain the same economic and legal effect is considered as agreed upon within the legally permitted limits.
- (3) The list of utility charges and the respective valid house rules and fire protection regulations are part of this contract. The tenant declares to have received these as annexes to the rental contract.
- (4) With his signature the tenant confirms to have received one copy of the energy certificate for the student residence mentioned in §1. The energy certificate is also available on the website of Studentenwerk Augsburg.
- (5) Any additional agreements are only valid if they were put down in written form and signed by tenant and lessor.

**§ 25 Information regarding Law on Consumer arbitration (VSBG) and insurance cover**

- (1) We are neither prepared nor under the obligation to participate in arbitration procedures at a consumer arbitration board in accordance with the German consumer arbitration law (VSBG) This law, however, requires that we inform you about the respective arbitration authority:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Str. 8, 77694 Kehl am Rhein.

- (2) As a precautionary measure we would like to inform you that there is no insurance cover for your personal belongings on part of Studentenwerk. To insure your personal possessions we recommend the option of taking out a household insurance.

.....  
Date

.....  
Signature of tenant

.....  
Date

.....  
Signature of lessor