

General Rental Conditions

Studentenwerk Oberfranken (Upper Franconia's Association for Student Affairs) - a public body -
95447 Bayreuth, Universitätsstr. 30

§ 1 Entitlement to residence

1. The guidelines for issuing dormitory places published by Upper Franconia's Association for Student Affairs is authoritative.
2. The tenant is required to submit a current, valid study certificate between 31.05. and 30.11. of each calendar year without further notice. If this does not occur even after a warning is sent, the renter is authorized to terminate the rental contract under the terms of cancellation given in § 15 2a.

§ 2 Temporary use / rotation principle / extension

1. The rental object is rented for the purpose of living there on a temporary basis for the specific purpose of studying at the location of the higher education institution. If the tenant's studies are interrupted or ended, his or her entitlement to live there ceases. The particulars given in § 549 para 3 BGB apply for the rental of student dormitories.
2. If the tenant continues using the rental object after the end of the contract, this does not result in an extension of the rental agreement. The terms of § 545 BGB are excluded.
3. Please be advised that under the terms of § 549 para 3 BGB, the provisions of §§ 556-561 along with §§ 573, 573a, 573d para 1 and §§ 575, 575a para 1, and §§ 577 and 577a BGB do not apply to living space in student dormitories.
4. Rooms for shared use are available to the tenant in accordance with their specific purpose.
5. The tenant recognizes a legitimate interest in maintaining the rental contract as agreed since providing rental objects in student dormitories is an indirect form of public funding, and rooms should be made available to as many students as possible via the rotation principle in view of the limited places available.
6. As a rule, the rental agreement ends on the date specified in the rental contract without requiring further cancellation.
7. The tenant can request an extension of the rental agreement. In particular, reasons for an extension include:
 - First state examinations, the diploma examination, the bachelor's or master's examination, and the bachelor's, master's, or final thesis are imminent.
 - A physical handicap or serious illness that leads to exceeding the maximum rental period.

Requests for extending the rental period must be made in writing by 31.05. if the contract expires on 30.09. of the same year or by 30.11. if the contract expires on 31.03. of the following year.

§ 3 Paying rent / Interest on rent / Adjusting the rent

1. The full rental amount under the terms of § 1 (2) of the rental agreement is to be paid in advance by the fifth of the month and is withdrawn monthly from an account specified by the tenant. The tenant agrees to set up a revocable SEPA direct debit mandate in the amount of the rental price to pay the rent that is due.
2. If the transaction cannot be carried out, the tenant is responsible for any costs that arise. The lessor is authorized to demand an additional administrative fee of 5 euros for additional administrative work and for each additional warning. The tenant shall cover any bank fees.
3. All one-time fees other than the full rental amount (costs for return debits, dunning charges, back rent, deposits, late payment of incidental costs) are to be transferred to the lessor's account: Sparkasse Bayreuth, IBAN: DE60 7735 0110 0009 0344 48, BIC: BYLADEM1SBT, and include your name, SEPA mandate reference, and intended purpose for the transfer.
4. In justified cases and at the request of the tenant, one month's rent may be deferred. The lessor must receive the request before the deadline.
5. If the rent increases during the rental period, the lessor is authorized to give notice of the new rental price by way of a written statement. The rent increase is sent to the tenant in writing and takes effect no earlier than the following month.

*Studentenwerk Oberfranken is not liable for inaccuracies or mistakes in this English translation.
In case of doubt, the German originals are to be used in a court of law.*

6. a) In addition to the basis rental fee, the tenant is also responsible for covering a portion of the maintenance costs in accordance with the Maintenance Cost Regulations (§ 2 BetrKV). the tenant will make monthly payments for this in advance; the amount is based on the rental agreement.
- b) The lessor is authorized to transfer new maintenance costs arising during the rental period which can be categorized under one of the types of costs given in § 2 BetrKV to the tenant.
- c) The lessor is authorized to determine a consumption-based standard at his reasonable discretion for consumption-independent costs.
7. The pre-payment will be determined annually on the basis of legal regulations. Deficits are to be made up for with an additional payment; overpayment will be reimbursed.
All maintenance costs - even the consumption-dependent ones with the exception of heating costs - are divided up proportionately among the residents of the complex. Heating costs are charged on the basis of the tenant's total living space.
According to legal requirements and while observing the necessary form and deadlines, changes to the pre-payments may be required for the future.

§ 4 Deposit

1. The deposit to be paid pursuant to § 1 (3) is to be transferred to the rental account given in the rental agreement. The tenant is permitted to make three equal monthly payments. The first payment is due at the beginning of the rental relationship. The other payments are due together with the next rental payments.
2. If the rental agreement does not materialize, a processing fee of 20.00 euros will be charged for administrative expenses.
3. Under the terms of § 551 para 3 sentence 5 BGB, interest is not paid on the deposit.
4. The deposit will be settled at the end of the rental relationship considering all the lessor's claims against the tenant resulting from the rental relationship. The deposit or the portion of it that remains will as a rule be transferred to the account specified by the tenant at latest 6 months after the conclusion of the rental relationship. However, § 4 item 5 should be noted.
For international transfers, the lessor is authorized to deduct the banking fees that arise. For the duration of the rental relationship, the tenant cannot set off claims against the lessor unless the claim is indisputable or ordered by court.
5. The lessor is authorized to get back an appropriate amount of the rental deposit after calculating the maintenance costs.

§ 5 Handing over the rental object

1. As a rule, the rental object can only be handed over between Monday and Friday.
If the start of the contract falls on a holiday, a Saturday, or a Sunday, the keys will be handed over on the next working day. This does not entitle one to claim rent reduction.
2. When the rental object is handed over, a record is made of the condition and the completeness of the rented inventory by way of an inventory list to be signed by the tenant. By providing his or her signature, the tenant recognizes that the condition of the rental object is orderly. Any reservations are to be described in the record.
3. In accordance with § 19 of BMG, the tenant is required to register with the Resident Registration Office (*Einwohnermeldeamt*) in his or her place of study within two weeks of moving and show the confirmation to the lessor upon request.

§ 6 Keys

1. Upon moving in, the tenant is given the necessary keys for the duration of the rental period.
2. The tenant is required to report the loss of any keys given to him or her to the lessor. Purchasing replacement keys or locks is only to be carried out by the lessor. If the tenant is responsible for the loss of the key, the tenant must cover the cost of the replacement.
3. The lessor is also authorized to have the relevant lock exchanged in case the tenant is responsible for having lost a key. If there is a danger that the lost key could be misused, the lessor is authorized to have the lock exchanged at the cost of the tenant even if the lock system is still available.
4. When moving out, the tenant is to return all keys he or she was given to the person designated by the lessor. This also applies to any additional keys the tenant managed to get without permission.

§ 7 Change of rental object / Moving

*Studentenwerk Oberfranken is not liable for inaccuracies or mistakes in this English translation.
In case of doubt, the German originals are to be used in a court of law.*

1. Tenants in special needs rooms (rooms accessible for disabled people or designed for students with children) are required to leave the room if a special need for it arises. The lessor agrees to provide a replacement room.
2. As a rule, exchanging rooms or moving is not permitted without the consent of the lessor. A request by the tenant to exchange rooms or move can be approved if there is an important reason for doing so. However, as a rule the tenant is not entitled to this.
3. If the tenant exchanges rooms or moves on his or her own request necessitating a new rental agreement, an administrative fee of 30 euros will be charged.

§ 8 Transferring rented rooms to third parties

1. Any type of subletting or granting third parties permission to use the rented room is prohibited without the consent of the lessor. The same applies to hosting third parties in the room occupied by the tenant. Violations authorize the lessor to terminate the agreement with immediate effect after prior warning.
2. With the prior approval of the lessor, the tenant may sign a sublease agreement for the semester break or during a different period of absence with a person authorized to live there. If the tenant allows third parties to use the room, he or she as the main tenant will be liable for any damages the subtenants cause.
3. The sub-lease may be for up to 3 months. The tenant is to ensure that the sublease is only signed with persons eligible to live in the student dormitory according to the allocation guidelines.

§ 9 Deficiencies in the rental object

1. The tenant is required to inform the lessor of any defects or sources of danger present at the time of handing over the keys by way of the inventory list; if these defects or sources of danger arise over the course of the rental period, the tenant is required to report them immediately in writing or by using the form "*Störungsmeldung*".
2. If a defect is present at the start of the rental agreement and the tenant fails to report it to the lessor, the tenant will lose his or her claims for defects if he or she neglected to report it unless it was maliciously concealed by the lessor.
3. In particular, the tenant is at fault for not reporting a defect if the defect is readily apparent to anyone.
4. The tenant is liable for culpably delaying or refraining from reporting defects pursuant to § 536c para 2 BGB. The same applies to culpably incorrect reports.
5. Any minor reduction of the value or suitability is out of the question for the duration of three months as long as it is carried out as part of modernization measures pursuant to § 555b No. 1 BGB.

§ 10 Liability and special duties of the tenant

1. The tenant is obligated to treat the rental object, rented inventory, and (common) rooms with care and to ensure regular and satisfactory cleaning.
2. The tenant is liable for damages to the lessor's rental object and inventory to the extent that the damage results from a violation of the tenant's duty of diligence or some other culpable cause. The tenant is also liable for damages culpably caused by a member of his or her household, a visitor, or agent if they entered the rental object with the permission or at the request of the tenant.
3. The tenant is required to compensate the lessor for damage to any objects belonging to the rented inventory that are lost or damaged during or at the conclusion of the rental period.
4. The tenants are jointly liable for damages to jointly rented objects (shared apartment) if the damage was culpably caused.
5. The tenant is required to keep the rental object free of pests. If the tenant culpably violates this obligation, he or she is required to compensate the lessor for damages.
6. The tenant is liable to the lessor for damages the lessor incurs due to the tenant's failure to hand over the rental object on time at the end of the rental period thereby preventing the room from being rented out to others.
7. The tenant is required to report any change of e-mail address to the lessor.

§ 11 Liability of the lessor

1. The lessor is not liable for material defects present at the time of signing the agreement; for this reason, §536 a para 1 (first alternative) BGB does not apply.

2. The lessor is only liable for personal and material damages of the tenant and his or her visitors if the lessor or his or her agent is at fault. The scope of liability is limited to intent and gross negligence. The restriction on liability does not apply to injuries to life, body, or health. The limitation on liability does not apply to liability for breaches of cardinal duties (transfer and maintenance) either.

§ 12 Use of the common rooms

1. The common rooms specified for shared use in the rental agreement are to be treated with care. The tenant is also required to clean them regularly. For common rooms within a shared flat, the tenants are responsible for establishing internal guidelines. The tenant must ensure that there is adequate ventilation and heating in the common rooms. Rooms that are accessible to the public as well as traffic areas and outdoor areas are to be treated with care and are always to be kept clean.
2. The members of a living group (shared apartment, closed hallway) are jointly responsible for cleaning common areas within the shared apartment. In particular, this applies to the kitchen, bathrooms, and lavatories if this is not covered by the lessor. The tenants are to hang out a cleaning plan in the kitchen to this end. The lessor is authorized to inspect the common rooms at any time to ensure they are being cleaned properly. If the cleaning is not satisfactory, the lessor is authorized to have the rooms cleaned by a specialist company at the cost of the tenants. If the cleaning plan shows who had cleaning duty at this time, he or she is to be primarily held responsible. In shared apartments with a closed hallway, the tenants are jointly responsible for ensuring cleanliness. They can also be jointly invoiced for costs incurred.

§ 13 Entering the rental object

1. In the following cases, the tenant is required to give the lessor or his or her agent access to the rented rooms (rooms that are accessible only to the tenant or to a certain group of tenants/ shared apartment):
 - a) with prior notice, to take water samples as necessary on the basis of the drinking water regulations or as ordered by the authorities
 - b) with prior notice, to carry out work (maintenance or structural modifications in rented rooms, correcting faults, repairing smoke detectors, etc.)
 - c) at any time to counter a danger to a person's life or health
 - d) at any time to counter, investigate, or remedy considerable material damages and causes of disturbances during quiet times.
 - e) with prior notice by the lessor, to rent out the room after notice has been given or at the end of the rental period
 - f) on appointment or with prior notice on working days, to check the rental object before it is returned.
2. As a rule, the lessor may enter the rented room with the permission of the tenant. The measures/ appointment must be announced at least 48 hours beforehand if no imminent danger is present.
3. The lessor is only authorized to enter the rental object in the absence of and without the permission of the tenant in case of imminent danger or in the scope of "self-help rights" as given in §229 BGB.
4. If the tenant refuses to grant access to the rental object or if he or she is not present for an announced appointment, he or she will be required to compensate the lessor for damages that arise.
5. If the tenant cannot be present for the announced appointment and cannot arrange for a person of trust to be present, the tenant will be given the opportunity to grant the lessor permission in writing to enter the room in his or her absence.
6. Common rooms, hallways, and other rooms that are also accessible to visitors or third parties may be entered by the lessor at any time without any special notice. The same applies to rooms that are not included in the rent, but which are allowed to be used.

§ 14 Termination of the rental agreement on the initiative of the tenant

1. Ordinary termination of the rental agreement by the tenant is possible on 31.03. or 30.09. The period of notice is two months. The agreement must be terminated in writing.
2. At the request of the tenant, the rental relationship can be terminated before the end of the rental period agreed up to and on a date other than the one given in §2 of the rental agreement.
3. If entitlement to live in the room ceases (e.g. due to withdrawal or exclusion from studies), ordinary termination of the rental agreement by the tenant in writing is permitted.

***Studentenwerk Oberfranken is not liable for inaccuracies or mistakes in this English translation.
In case of doubt, the German originals are to be used in a court of law.***

4. Extraordinary termination is also possible for the tenant in accordance with the legal regulations.

§ 15 Termination of the rental agreement on the initiative of the lessor

1. Extraordinary termination of the rental agreement can be carried out by the lessor in writing prior to the normal end of the contract by giving notice two months prior to 31.03. or 30.09. if the tenant ceases to be eligible to live there according to the guidelines for issuing dormitory places or if the study certificate is not submitted on time.
2. Extraordinary termination of the rental agreement can be carried out by the lessor without delay in the following cases:
 - a) if the tenant is behind on his or her rent twice in a row.
 - b) if the tenant is considerably behind on his or her rent.
 - c) if the tenant is two months behind on his or her rent in a given period that contains more than two payment dates.
 - d) if the tenant uses rented rooms in violation of the contract. This holds, in particular, if the rental object is used by third parties without permission.
 - e) if the tenant has breached contractual obligations time and again despite being warned.
 - f) if the tenant violates the house rules and this behaviour continues despite being warned.
 - g) if the tenant is behind with payment of the deposit pursuant to § 551 BGB in the amount of twice the monthly rent. The prepaid maintenance costs are not to be taken into account when determining the monthly rent mentioned in sentence 1.
 - h) if a continuation of the rental agreement is no longer acceptable from the side of the lessor due to considerable or regular breaches of contract.

The legal reasons for extraordinary termination also apply.

3. If the lessor is authorized to terminate the rental agreement extraordinarily, the tenant is still required to pay the entire rent for the rented room beyond the actual date of returning the key. This requirement of the tenant to keep paying rent applies until the room is rented to someone else or up to the end of the rental period as given in the contract pursuant to § 1 (1) of the rental agreement, however this obligation ends at latest at the end of the calendar month after the following calendar month.

§ 16 Returning the rental object

1. At the end of the rental agreement, the tenant or authorized representative is required to return the keys after removing all of his or her belongings.
2. The tenant is liable for any damages that result from not returning the rental object on time or in the proper fashion in case of negligence. This applies, in particular, to the costs for having to arrange alternative accommodations for the lessor's new tenant.
3. The tenant is required to return the rental object in a clean state with all inventory. If the tenant fails to take the measures laid out in the agreement by the time of returning the room, the lessor is authorized, without setting another deadline, to take care of it himself/herself or have it taken care of and to demand payment from the tenant.
4. The rental object is returned at the end of the rental period. The tenant or an authorized representative is required to be present at this time. The tenant undertakes to sign the return protocol (inventory list) and to rectify the defects found in the return protocol. Otherwise, the lessor will be entitled to remedy the defects found at the tenant's expense.
5. It is generally only possible to move out between Monday and Friday. It is not possible to move out on the weekend or on bank holidays. Upon termination of the rental contract, the lessee must vacate the leased object no later than 10 a.m. on the last working day before expiry of the contract. If the rental agreement ends on a weekend or on a public holiday, the move-out must take place at the latest on the last working day before this date.
6. In the interest of settling mutual claims between the tenant and the lessor, the tenant undertakes to inform the lessor of his or her representative's or authorized representative's address before moving out.

§ 17 Structural modifications carried out by the tenant/ lessor

1. The tenant must tolerate measures of the lessor which are necessary or expedient for the maintenance of the house, the rented rooms or for the prevention of danger. He must keep the rooms in question accessible and must not obstruct the execution of the work. The violation of this obligation can lead to claims for damages.

Studentenwerk Oberfranken is not liable for inaccuracies or mistakes in this English translation. In case of doubt, the German originals are to be used in a court of law.

2. The tenant may not make structural or other changes within the rented premises or to the facilities and installations located thereon that exceed the contractual use of the leased property without the lessor's consent.
As a rule, if the tenant has made structural changes, he or she must reverse these at the time of the return of the tenancy and restore the original condition. The tenant is not obligated to do so if the lessor has confirmed in writing that a restoration of the original condition is not necessary or not desired by the lessor when moving out. The tenant must submit this request to the lessor in good time before termination of the lease.
3. The addition of furniture in the common areas requires the permission of the lessor.

§ 18 Parking bicycles and vehicles

1. The tenant is obligated to use only the parking spaces (parking spaces, bicycle room, etc.) provided for this purpose for parking his or her motor vehicle, motorcycle or bicycle.
2. The parking of permanently unused or police-unregistered vehicles on the lessor's premises or in the residential complexes is generally not permitted. Vehicles or bicycles parked there anyway may be removed at the owner's expense upon prior request for removal.
3. Carrying out repairs to motor vehicles on the lessor's premises or in the immediate vicinity which lead to harassment of others is not permitted. In particular, all work that leads to environmental pollution (e.g. oil change) is prohibited.

§ 19 Pets

With the exception of small animals (ornamental birds, fish, hamsters, turtles, etc.), the tenant may only keep pets with the consent of the lessor. The consent is to be refused or can be revoked if other tenants or neighbours are bothered by the animals or if impairments for the tenants or the property are to be feared. The tenant is liable for all damages caused by the keeping of animals.

20 Heating/ Warm water supply

1. The lessor is obligated to keep the collective heating available in the dormitory from 01.10. to 30.04. (heating period).
2. The lessor is required to operate the heating in such a way that the temperature in the living rooms in the time from 6 a.m. to 10 p.m. is usually at least 18 degrees. If the weather conditions require it, the lessor is also required to turn on the heating outside the heating period.
3. During the heating period (October to April), the tenant is obligated to ensure sufficient heating and ventilation of the rented property even in his/her absence. If he/she culpably fails to do so and this leads to damage to the rented property, he/she is obliged to compensate the lessor for the resulting damage.
4. The tenant is required to use heating energy sparingly.
5. In the event of an absence of more than 72 hours, the hot water must be allowed to run for 5 minutes on each fitting in the rented property in order to prevent the risk of legionella formation.
6. In the event of an absence of more than 7 days, the hot water must be allowed to run for 15 minutes on each fitting in the rented property in order to prevent the risk of legionella formation.
7. As a rule, if you will be gone for more than 7 days, you are required to inform the superintendent in advance.

§ 21 Miscellaneous provisions

1. Housing rights in the housing complexes administered by the Studentenwerk Oberfranken are exercised by the Managing Director, who in turn delegates the housing rights to the Director of Student Accommodations, who may in turn delegate the housing rights to the superintendents of the various complexes.
2. If the rental agreement was concluded with multiple tenants, the individual tenants mutually authorize each other to accept and submit all declarations concerning the rental relationship. As a result, declarations of intent made by one of the tenants to the lessor also apply to and against the remaining tenants.
Powers of attorney are not granted for the following: notices of termination, rent increase declarations, lease termination agreements or change contracts.
3. In such cases, declarations of intent of the lessor against the tenant also apply to and against the remaining tenants if they have been received by at least one tenant.

4. If individual provisions of the General Rental Conditions are invalid, the others shall remain valid. It is agreed that replacement provisions to achieve the same economic or legal success as permitted by law will be adopted.
5. Other agreements are only valid if they are set down in writing and signed by the tenant and lessor.
6. The tenant is required to observe the Town's rules concerning waste separation. If these rules are not observed, Studentenwerk Oberfranken is charged. The costs that arise will be invoiced.
7. You are required to pay your broadcasting fees (*Rundfunkbeitrag*).

§ 22 Notice in accordance with VSBG

We are neither willing nor obligated to participate in a dispute settlement procedure before a consumer arbitration body in accordance with the Consumer Dispute Settlement Act (VSBG).

However, the Consumer Dispute Resolution Act requires that we nevertheless refer you to a consumer arbitration body responsible for you:

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

Internet: www.verbraucher-schlichter.de

version date: June 2017

updated: April 17, 2019