

# General Tenancy Conditions

- As of October 2021 -

*Only the German version is of any relevance as to complete the regulations of General Tenancy Conditions.  
The English translation is merely enclosed for better understanding and information.  
For the German version please contact the rental office or visit [www.studentendorf.berlin](http://www.studentendorf.berlin)*



## What is important to us - There is just one world

The Student Village is a lively home and offers students from all over the world relaxed working conditions and living. Our two student villages have modern facilities and pleasant neighbourhood, where one enjoys living together with fellow students - learn from each other and interact with people from other cultures open-minded and with respect. We want our resident to be confident and thoughtful human-beings. In times of climate change, the student village stands for ecological construction and renovation in the city, for efficient use of valuable energy resources and natural building materials.

### I. Empowerment to reside

The Studentendorf Schlachtensee eG is using their premises only for student/academic accommodation purposes. This shall include residential use by grant-holders, doctoral students, guest lecturers, foreign applicants for places in higher education, working students, interns and those in training at a scientific and/or training facilities in Berlin in individual cases. House 9 at Studentendorf Adlershof follows academic accommodation purposes.

Tenants are obliged to provide a copy of their affiliation to the authorised user groups to the Landlord when moving in. By the 15<sup>th</sup> of May and 15<sup>th</sup> of November of each year, the entitlement has to be handed in without request by presentation of a valid certificate of enrolment or similar proof for the relevant time period.

If a Tenant no longer belongs to one of the entitled groups, or if the Tenant cannot prove such entitlement, the Landlord shall terminate the Tenancy Agreement exercising his right of extraordinary termination.

### II. Beginning of the lease

1. The lease starts on the day designated in the Tenancy Agreement. The transfer of the rental objects occurs on the same day from 1:00 pm onward; if on a Saturday, Sunday, or legal holiday, the following working day from 1:00 pm onward applies.
2. The Tenant's claim to transfer the rental objects applies only after she or he has provided proof that the security deposit has been paid in full and the first rent has been paid.

### III. Limitations of the lease

The Landlord rents rooms to students to promote their studies. By applying a rotational principle, the Landlord intends to provide as many students as possible with the opportunity to live under favourable conditions. The Tenant expressly acknowledges this justified interest of the Landlord in a limitation of the lease.

In consideration of the average standard duration of study, the lease is limited to a maximum amount of four years without need for further termination.

In justified individual cases, the tenancy agreement may be extended for one year. Such a justification, among others, may be an on-going exam. The written justifications have to be filed in the tenancy documentation.

### IV. Rent, payment of rent

1. The rent is composed of the following
  - a) the basic rent,
  - b) the operating costs assessment, and heating costs
2. The rent and all further payments (e.g. cost for reminders etc.) must be paid monthly in advance by the fifth calendar day of each month.

If you are participating in the direct debit scheme, the payment will take place on the 12<sup>th</sup> calendar day, unless it the due day is not a bank day.

If payment is late, the Tenant shall receive a reminder. If full payment is not received at the latest by the tenth day following receipt of the reminder, the Landlord will charge a reminder fee of € 5 (in words: five Euros) for drafting a second reminder. If the full payment of the arrears is not received at the latest by the tenth day following receipt of the second reminder, the Landlord is entitled to terminate the tenancy immediately without notice.

### V. Basic rent

1. The agreed basic rent shall cover all expenses of the Landlord unless advance payments on costs or assessments are agreed separately or are determined separately at a later date.
2. Where residential units are let furnished, the furnishings shall be included in the basic rent.
3. The rent increase agreement agreed in the Tenancy Agreement shall be concluded independently of the actual term of the Tenancy Agreement.

## **VI. Operating Cost Allocation (Flat rate)**

1. The Landlord's expenses are compensated at a flat rate through the Operating Cost Allocation, within the meaning of §§ 1 and 2 of the Operating Costs Regulation (BetrKV):
  - a. In accordance with Article 2 n° 17 BetrKV, following costs are considered as miscellaneous operating costs:
    - aa) the costs of supplying the rented rooms and/or the rooms and facilities available for shared use by the community with electricity and/or gas, as far as such costs are not in the direct responsibility of the tenant, including the costs of lighting, if the proportionate electricity consumption cannot be determined by suitable counting devices, and the costs incurred are taken into account in the VKA,
    - bb) the costs of operating a ventilation system, insofar as they are not taken into account under any of the other types of operating costs listed above,
    - cc) the costs for renting, maintaining and calibrating electric meters, gas meters, water meters, heat meters and similar devices for recording consumption, unless they are taken into consideration under another type of operating cost listed above,
    - dd) the costs of operating information technology facilities, insofar as and as long as no separate fees are to be paid for this,
    - ee) the costs of maintaining and checking fire extinguishers,
    - ff) the costs for the operation and maintenance of motor vehicles, lawn mowers, etc., which are used e.g. for garbage collection, care and cleaning of external surfaces, etc., unless they are included under another type of operating cost listed above,
    - gg) the costs of maintaining alarm systems,
    - hh) the costs for continuously monitoring and testing the lightning systems,
    - ii) the costs of regularly gutter cleaning,
    - jj) operating costs for all community facilities available to tenants,
    - kk) costs for the cable connection,
    - ll) costs for the maintenance of smoke alarm devices,
    - mm) costs for the regular examination of drinking water for legionella infestation,
    - nn) the costs of a security guard or security service for the residents,
    - oo) the costs of a concierge (caretaker) or doorman.
2. The costs that are likely to arise for the residential complex as a whole will be reduced by the costs that are proportionately attributable to commercial premises or other rooms that are not directly or indirectly used for student residential purposes. The remaining costs will be divided by the total number of rental units available in the residential complex. The amount calculated in this way is payable per each rental contract unit. The landlord is entitled to pass on increases in operating costs proportionally to the tenant by means of a declaration in text form and to increase the flat rate portion of operating costs included in the rent. The reason for the allocation of the increased costs must be described and explained in the declaration. The tenant owes the part of the levy that is allotted to him at the beginning of the month after the next month following the declaration. If public charges are newly introduced or if new operating costs arise, these can be allocated by the landlord within the framework of the statutory provisions and the flat rate operating costs will be adjusted accordingly. The tenant is to be informed and explained of the surcharge by means of a declaration in writing.

## **VII. Letting and 3rd party use**

Letting of the room or flat to a 3<sup>rd</sup> party is strictly forbidden. This includes the longterm accommodation of family members (spouse, children). Visitors may be accommodated for a maximum period of one week.

## **VIII. Other rent elements**

The landlord has the right to bind the use of the parking lots to an additional rental agreement and/or to extra fees, independent of this tenancy agreement. All parking lots offered are not part of the Tenancy Agreement and are solely a voluntary additional service. Extra fees may apply for services not outlined in the tenancy agreement.

## **IX. Deposit**

1. Tenants must pay a deposit of the amount stated in the Tenancy Agreement.
2. The deposit or the non-offset portions of the deposit will be transferred to the Tenant by the Landlord to an account to be named by the Tenant on return of the rental objects and after settlement of all payments made by the Tenant. With transfers to an account abroad, the Landlord is entitled to deduct the transfer costs incurred from the amount to be disbursed.
3. No interest shall be added to the deposit. (N.B.: Section 551 subsection 3 fifth sentence of the Civil Code reads as follows: With residential areas in a student or youth residence, the Landlord shall not be obliged to apply interest to the security payment...)
4. If the repayment of the deposit or of the non-offset parts of the deposit is not possible for reasons for which the Landlord is not responsible (in particular if the Tenant has omitted to state a new address and bank account details), the deposit shall be forfeited one year after becoming payable. The deposit shall be paid no later than six months after moving out.

## **X. Termination by the Tenant**

1. Tenants have at all times the right to terminate the tenancy contract in writing with a notice period of two months to the last day of a month, but at the earliest on expiry of the agreed minimum duration of the Tenancy Agreement. The Tenant shall have the right to extraordinary termination with a notice period of three (3) weeks to the end of the month if he/she is no longer able to study in Berlin because of leaving the higher education institution. Evidence of leaving the higher education institution has to be provided to the Landlord in writing.

## **XI. Termination by the Landlord**

1. During the period of tenancy, the Landlord's ordinary right for termination is excluded.
2. The Landlord may terminate the tenancy at any time with a notice period of two months to the end of any month on expiry of the tenancy entitlement in accordance with I., or in serious cases may terminate in writing without a notice period.
3. Immediate termination shall be justified as a rule in particular if
  - a) The Tenant has not paid for two months,
  - b) The Tenant has without authorisation permitted third parties to use the rental object wholly or partly,
  - c) The Tenant has committed serious breaches to the house rules.

## **XII. Termination of tenancy**

1. In the event of termination by the Tenant the tenancy shall terminate on the last day of the month after the notice has been handed in.
2. Tenants are obliged to return the rental object to the Landlord by 10.00 a.m. at the day of the end of the contract. If the contract is ending on a Saturday, Sunday or holiday, we will check your room on the last workday of the week until latest 10 am. The objects may only be returned to a party empowered by the Landlord to take receipt.
3. Tenants are obliged to restore the rental objects by return date in a manner that re-letting is possible. This shall include the following in particular:
  - a) If Tenants have made structural alterations to the rooms, they must properly restore the original condition unless the Landlord declares explicit agreement to the retention of the newly-created condition in writing.
  - b) All and any damage and defects in the rental objects (including any fittings let) for which the Tenant is liable towards the Landlord must be remedied properly.
  - c) Tenants must have met all and any maintenance duties incumbent on them (including all and any decorations to be carried out).
  - d) All and any fittings let that have been placed in storage by the Tenant must be returned to the rented premises in their original condition.
  - e) Tenants must remove all and any personal items brought to the rental object and any other rooms used.
  - f) The rental objects must be thoroughly cleaned.
4. The Landlord is entitled to examine the condition of the rental object prior to the return date. The Tenant must be informed about the date of such an appointment in due time. If Tenants are prevented from attending and do not empower any other party, they are obliged to permit and enable the Landlord to access the rented premises in their absence.
5. Defects or damage which are discovered during an inspection in accordance with subsection 4 shall be recorded. The Landlord is entitled to resolve or have resolved himself damage and defects not yet remedied by the return date in order to facilitate re-letting of the rooms without delay (in particular also in fulfilling his/her duty to reduce damage); in this case, the Tenant shall be obliged to provide financial compensation for the expenses arising there from, as well as meeting all and any claims by third parties. The same shall also apply if the Tenant has prevented or refused timely inspection of the rental object.
6. At the latest by the return date set in accordance with the notice period, the following must be done:
  - a) Handing over all and any keys for the rental object (including any made by the Tenant),
  - b) Inform about their precise new address, and
  - c) Inform about the bank details necessary to repay a deposit or any other credit.
7. The Landlord may remove personal items which the Tenant left behind in the rented or common rooms after returning the rental object in contravention of their obligation to remove them. Over and above this, the Landlord shall be entitled to destroy items with no recognisable value. Items that the Landlord has taken into care shall become the property of the Landlord on expiry of a year. The Landlord shall only be liable for damage or loss occurring under his care in the event of gross negligence or intent; under no circumstances shall he be obliged to place the items under insurance cover or to take more extensive preventive precautions than with things belonging to him. The Tenant must provide financial compensation in respect of all and any expenses incurred by the Landlord from the Tenant's own failure to remove items. The Landlord shall be entitled to refuse to surrender the items until payment has been received of these and any other receivables from the tenancy in exercise of his landlord's lien.
8. In case of a room change which is not arranged by the landlord, the tenant needs to pay a fee of 80 €. The maximum term of the contract does not change.

## **XIII. Special conditions applying to tenancies where several Tenants share an accommodation unit (joint tenancy agreement)**

1. With tenancies accommodating several Tenants, each individual Tenant shall be liable to the Landlord as a joint and several debtor for the implementation of all and any duties under the Tenancy Agreement.
2. Declarations made by one co-tenant to the Landlord or by the Landlord to one co-tenant shall apply also to and against the other tenants.
3. All provisions applying to the tenancy apply on principle to each individual co-tenant.
4. The repayment of a deposit on termination of the tenancy will be effected to the co-tenant named first in the Tenancy Agreement.

The deposit will only be re-paid to another person if the latter is named by all available co-tenants in writing to the Landlord on termination of the tenancy.
5. Termination of the tenancy is only possible as a whole, not by an individual co-tenant. Equally, the Landlord is entitled and obliged to terminate the tenancy as a whole to all co-tenants, even if the reason for termination lies with only one co-tenant. If a Tenant would like to be excluded from the Tenancy Agreement, it is only possible if the Landlord as well as the other Tenants are in agreement. The Tenancy Agreement is then continued with the remaining Tenants.
6. If the remaining Tenants would like to accept a new Tenant into the Tenancy Agreement, this can only be carried out by a joint declaration of the Landlord, the remaining Tenants, as well as the new Tenant.
7. Independent of the amount of Tenants, the full rent of the joint Tenancy Agreement is to be paid by the number of Tenants.

## **XIV. Information technology systems**

1. Information technology systems can be in particular: A network that provides the tenant with a direct connection to the university network. The connection is not guaranteed.

2. The use of own wifi network is not permitted.
3. The operation of an information technology system described in subsection 1 is not included in the services to be provided by the Landlord as set out in the Agreement, but is always a voluntary additional service revocable at any time.
4. As long as the Landlord operates an information technology system described in subsection 1, he/she shall be entitled to include the operation costs incurred (including all and any costs incurred, for instance for the line rent and fees of all kinds) on determining the assessment, unless they are to be covered by separate fees according to use.

#### **XV. Obligations incumbent on the Tenant**

The tenant is obliged to treat the rental object and the premises and facilities used with care.

1. The rental object must be looked after and cleaned regularly in accordance with hygienic regulations.
2. Each Tenant is obliged to clean her/his rental object her/himself. This includes the cleaning and maintaining of floors, walls, windows, and curtains.
3. All jointly used kitchens and sanitary installation, hallways, and stairwells are to be cleaned regularly by the Tenant.
4. Furthermore, all jointly utilized inventory (dishes, cooking utensils, stoves, refrigerators, lamps, kitchen sinks, tiles, toilets, showers, baths, and fixtures) shall be maintained and cleaned with suitable cleaning and maintenance devices. They may be used only for their intended purposes, and after their application that shall be left in a condition which corresponds to the maintenance treatment and general standard of conduct.
5. These obligation apply also to the Tenants of shared apartments. If secondary rooms are associated with a shared hallway or a share apartment, the same regulations apply.
6. An additional cleaning of jointly used rooms is carried out by the Landlord or by a assigned company according to the determined performance specifications. Should obstructions by the Tenants occur during the cleaning services, or if jointly used objects cause additional expenditures, these are to be reimbursed by the Tenants in charge. For stains which exceed the usual level of performance agreed upon with the cleaning service, a cost allocation occurs for this additional work.
7. Should any objects be in the way of the cleaning service and extra costs will be charged to the tenant.
8. The Tenant is obliged to dispose of household rubbish. It is to be disposed of separated and reduced to small pieces into the provided containers and barrels at the allocated locations. Care shall be taken that nothing is put, stored, or spilled in the hallways, stairs, or house entrances. If necessary, the Tenant will have to immediately provide for the required clean-up.
9. Tenants are not allowed to put any additional dishwasher, washing machines, kettle, dryer etc in the rented premises.
10. It is not permitted to stick any floor cover to the existing floor
11. The rented inventory in regards to the color is not to be changed. This is also valid in the living and common rooms. Any damages are to be addressed expertly at the expense of the Tenant after moving out.
12. Tenants are obliged to keep the rental objects at their own costs free from bugs. Should the tenant claim that the has been affected before his moving in he/she needs to report this to the landlord no late than two weeks after moving in.
13. The tenant must not alter anything at gas, water, electricity installations.
14. Tenants are obliged to inform the Landlord without delay of all and any defects, damage or faults in operation discovered by them on the rental object, the premises used, the building or the technical facilities.
15. The parking of bicycles inside the building is not permitted.
16. The use of the roof is not permitted.
17. The Tenant may use the rental object exclusively for the purpose set out in the Agreement. In particular, residential premises may not be used for commercial purposes, and commercial premises may not be used for residence.
18. The Tenant shall be obliged to register with the police without delay and to de-register on moving out. The Landlord shall notify the registration agencies with the required data in fulfilment of his statutory ancillary registration duty.
19. The Tenant shall adhere to the house rules.

#### **XVI. Oligations on the tenants in Studentendorf Schlachtensee**

Maintenance of listed inventory, listed installations, and structural devices.

1. The Tenant is aware that the rental room as well as the associated common areas are part of the national cultural monument "Studentendorf Schlachtensee", and that they have been restored elaborately.
2. The listed wood-panel walls, closets, and shelves are to be treated with care and not to be altered with paint. This applies also to the painted interiors of the living- and common rooms. Any damages are to be addressed expertly at the expense of the Tenant after moving out.
3. The walls of the window parapets are adorned with a calcium silicate panel, and they must not be damaged. Applying nails and screws, therefore, is not permissible.
4. The window sills and the walls around the windows must not be damaged.
5. The window sills have not been designed to be sitting benches. For any damages, the Tenant will be liable.
6. Linoleum and any parquet flooring, as well as the wood-panel walls are to be cleaned regularly with the means provided for that purpose.
7. The transparent windows are an important characteristic of the national cultural monument. Any screening device installed by the Tenant has to adapt harmoniously and agreeably with the building structure. Coloured curtains or newspapers are not permissible.
8. The ventilation systems installed in the living-, sanitary-, and common rooms regulate the indoor climate of the living- and common rooms, and they are essential for securing the energy balance. The systems are therefore not to be altered or blocked. A maintenance procedure is regularly guaranteed by the Landord

#### **XVII. Oligations on the tenants in Studentendorf Adlershof**

1. The cleaning plan in the Living spaces is binding. The by the landlord provided plan must be organised by the tenants.
2. The wooden bays and the outside front is not to be damaged. Pins and screws must not be applied or attached.
3. In case of absence the tenant has to open the sunblind. Otherwise the tenant is responsible for the repair.
4. The terrace door on the ground floor in houses 1-8 need to be closed during the night and in absence of the tenants.  
In case of inobservance the tenant needs to adhere for any damages.

### **XVIII. Keeping of animals**

The keeping of all animals, with the exception of small numbers of very small domestic animals such as decorative fish, decorative birds, budgerigars and hamsters, shall require the prior explicit consent of the Landlord. This shall apply also to the temporary keeping of animals. Consent may be revoked if the animal causes disturbances or nuisance. The consent once granted shall expire on the removal or death of the animal, and consent must be acquired once more in order to acquire a new animal. The Tenant shall be liable for all and any damage done by keeping the animal.

### **XIX. Decorative repairs**

1. Decorative repairs within the rented premises shall be carried out by the Tenants or on their behalf.
2. The Tenant has no right to take over the rented premises in a decorated condition at the start of the tenancy. Decorative repairs on moving out of the rented premises are only to be carried out on behalf of the tenant if they had become necessary by the usage of the tenant.
3. Tenants shall be obliged to use only colour tones which are generally customary or to restore the original condition on moving out.
4. When carrying out decorative repairs, the Tenant must ensure proper work.
5. The wallpapering of walls that were not previously wallpapered shall not be permitted.

### **XX. Keys**

1. Tenants are obliged to keep the keys given to them for the rented rooms or facilities carefully and safely and those keys shall not be made available to any persons without authorisation.
2. The Tenant is obliged to inform the Landlord without delay of the loss of a key.
3. If the locks to which a key was lost are part of a locking system, the Landlord is also entitled to have all the locks of the locking system replaced at the expense of the Tenant if the security of other parties cannot otherwise be guaranteed.
4. The Tenants are not entitled to replace locks installed by the Landlord with others, to copy keys himself or to engage somebody to do so.

### **XXI. Access to the rented rooms**

1. The Tenant is obliged to permit the Landlord or his/her agents access to the rental rooms in emergencies, for repairs and maintenance work and in order to draft a transfer report.
2. The Landlord will inform the Tenant in these cases as early as the circumstances permit of the date and approximate duration of the necessary access.

### **XXII. Allocation of replacement accommodation**

1. The Landlord is entitled to allocate to the Tenant replacement accommodation within the whole complex when implementing conversion or renovation measures, as well as when implementing extensive repair measures.
2. The Landlord must inform the Tenant of such a measure in advance, but at least ten (10) weeks prior to the implementation of conversion or renovation measures. In the event of extensive repair measures, the Landlord must inform the Tenant of the measure giving rise to the transfer at least four (4) weeks prior to implementation of the measure.
3. The Tenant must continue to pay the same amount of rent for the duration of the transfer. The Landlord cannot require an additional rent payment when transferring the Tenant to a residential place with a higher basic rent.
4. If by virtue of conversion or renovation there is a change in the residential quality as to size or fittings, the Landlord and the Tenant must sign a new Tenancy Agreement with adjusted rent prior to commencement of the conversion or renovation work. If the Tenant rejects such a Tenancy Agreement, the Landlord must allocate him/her a residential place for the remainder of their residence which as to size, fittings and rent amount corresponds to the residential place which was left by the Tenant because of the conversion or renovation measures.
5. If the Tenant is not willing to accept a residential place allocated to them, and if a further allocation offer of another residential place is also unsuccessful, the Landlord is entitled to extraordinary termination of the tenancy with a period of

### **XXIII. Liability of the landlord**

1. Lessors and their agents shall be liable for intent and gross negligence. In the case of slight negligence, they are liable only for breach of material or typical contractual obligations. This exclusion of liability does not apply in the case of injury to life or health, caused by a negligent breach of duty by the Lessors or an intentional or negligent breach of duty by a legal representative or agent.
2. The strict liability of Lessors for damages for material defects which exist at the time of conclusion of the lease (warranty liability) for their respective Leased Property is excluded. Section 536a, paragraph 1, 1st alternative BGB does not apply in this respect.
3. The landlord is not obliged to insure imported belongings of the tenant and for any damage on the personal belongings of the tenant as long as it was left behind in unlocked rooms and community rooms.
4. The landlord is not responsible for using the gym and the sport equipment. The tenant receives a license agreement for the gym with the contract for signature.