



Studierenden
Werk Mainz

Allgemeine Mietbedingungen

Terms & Conditions

of housing in the student residences
of Studierendenwerk Mainz



August 2017

Introduction

The "General Terms and Conditions" are an important part of your rental contract. It is absolutely necessary that you understand your rental contract. Therefore we now provide a **simplified version in English, explaining** and hopefully **helping to understand** the rather intricate "Lawyer´s German".

Nevertheless, we must underline that the **German version is legally binding**.

General Terms and Conditions of the Studierendenwerk Mainz´s Dormitories

§1 *Wohnberechtigung* - Who is eligible to live in a dorm?

1. You must be enrolled as a student at Johannes-Gutenberg University Mainz (JOGU), Fachhochschule Mainz or Fachhochschule Bingen. (Fachhochschule-FH=university of applied science).

Maximum age for moving into a room or single apartment: 35 years

2. Your matriculation (Immatrikulationsbescheinigung) must be presented personally and registered in our database. Your income-situation (BaFög, grants...) must be laid open on demand.

At the beginning of every semester you are obliged to show the up-to-date enrolment by April 30 and October 31st. Attention: You will get a reminder about showing it, but it is generally your obligation to show it, even if you miss the reminder.

Not showing the Studiticket may end in cancelling the contract.

§2 *Vertragsabschluss, Dauer des Mietverhältnisse* - Conclusion of Contract, Duration of Lease

1. The rooms are leased for the duration of your studies in Mainz only. The duration of the contract is limited to 10 semesters.
2. The contract is considered valid as soon as Studierendenwerk Mainz received the personally signed copy of the contract form within the period given by Studierendenwerk Mainz.
3. The normal use of common rooms / corridors etc. is included.
4. The contract is terminated without your notice at the date indicated. Tacit extension is not possible. You must explicitly apply for extension.
5. A number of BGB regulations do not apply in a student dorm.

§3 *Mietfestsetzung* -Determination of Lease

1. The landlord is obliged to demand enough rent to cover all costs.
2. The amount you have to pay is an all-inclusive rent, i.e. no further expenses for electricity, water, internet etc.

This rent is to be adapted to actual expenses regularly. Thus a justified rise of your rent may occur as of March 1st. You will receive written information in due time.

§4 Kaution - Rent Deposit

1. Studierendenwerk Mainz does not pay interest for your rent deposit.
2. Once the rental period is closed the money you still owe (renovation / repair costs, remaining open rent...) will be deducted from the deposit. Whatever is left will be transferred to your bank account. If it is a non-German account, bank transfer fees are deducted as well. Due to the high fluctuation at the end of each semester the retransfer can take up to 2 months, legally 6 months are possible.

§5 Zahlungsmodus - Mode of payment

The rent is due at the beginning of each month. Reminder fees are charged on the 15th. In order to facilitate the automated bank withdrawal of both deposit and monthly rent, tenants must

1. have a German or EURO bank account
2. hand in a signed authorization for bank withdrawal (SEPA) of the rent,
3. make sure that there is enough money on the account on the 8th working day of each month (the day SEPA withdrawals are due to be made).

If there is not enough money on the account the bank will reject the SEPA request and charge a fee. The tenant must take over both bank fee + reminder fee. In addition, the tenant must ensure that a separate money transfer or cash payment of the due amount is made to Studierendenwerk (the regular SEPA withdrawal will continue the following month and cannot be changed).

If you know that there will be problems next month, you can apply for an extension of the payment deadline. But you must prove the necessity and provide a realistic concept for future payments. To clarify this you need to come to the accommodation department's accounting office. The deadline for this extra service is the last working day of the month before the next rent is due.

§ 6 Mietminderung seitens des Mieters - Reduction of rent by tenants

1. The tenant can legally reduce the rental rate **ONLY** if there are significant deficiencies and the Studierendenwerk Mainz has been informed in WRITING (including the tenant's signature). A reasonable time must be allowed **beforehand** to take necessary measures or execute repair works.
2. Reduction because of inconveniences due to maintenance and restoration or improvement works within the area of the dorm are exempt until after at least 3 months duration.

§7 Übergabe des Wohnraums - Handing over the keys

6. Normally you meet a representative of Studierendenwerk on the day your contract begins or later after that date (Mon.-Fri. 8:00-12:00; the next working day if the beginning is on weekend or holiday)
7. Handing over the keys includes checking the room together with the Studierendenwerk Mainz representative. A protocol is made and signed. Tipp: This protocol is proof for both sides of the state of the room at your arrival – in case of deposit reductions at the end of your contract, this document and what is marked on it is essential.

If you happen to find defects / problems later, in your personal interest please inform the caretaker (= "Hausmeister") immediately and have them added into the protocol.

8. The key/ keycard you receive is for your exclusive use only. It is forbidden to pass it on to another person.
9. In case of loss, immediately inform the caretaker. You will have to pay for replacement key (or locks if an exchange is necessary)
10. The day you move out, the key / keycard / transponder are to be handed in at the caretaker's office.
11. You must get your new address registered at the "Bürgeramt" of the city of Mainz. Normally this has to be done within 1 week (later they may charge a rather severe fee).

§8 *Wohnraumwechsel* - Moving

1. Normally you cannot change your apartment. Exception: you expect a child or a partner to live with you.
2. Change of apartment within the dorm is not admitted. But if you apply in written form and give **very good reasons** Studierendenwerk Mainz may make an exception.
3. For administrative reasons a change of apartment is only possible once within the entire period of your stay at the dorms.

You will be charged a service fee of **150,- €** for moving due to intense administrative work.

§9 *Überlassung des Wohnraumes an Dritte, Ferienvermietung ; Beherbergung* - Sublease

1. ANY kind of sublease or hosting (for more than a week) people in your apartment requires the written consent (OK) of Studierendenwerk Mainz.

If you do not ask the Studierendenwerk Mainz's consent, your contract can be terminated immediately. (§15)

2. **Sublease is only allowed during semester break.** You need to fill in the form "registration for sublease" to apply for sublease. The signature of Studierendenwerk Mainz staff on this form is the written consent for sublease, once you found someone. Either you or Studierendenwerk Mainz may provide a subtenant. If a subtenant is found, an administration fee of **50,-€** will be charged.

Important: you, the principal tenant, continue to be held responsible for any damage or infringement of the house rules the subtenant causes. You may even be forced to end the subleasing if your tenant turns out to be unbearable. If in such a case Studierendenwerk Mainz cannot get in contact with you, they have the right to force the subtenant to leave without delay.

§ 10 *Pflichten des Mieters* - Tenant's duties

1. Keep your apartment + commonly used rooms clean and tidy. Aerate the rooms on a regular basis to avoid mold.
2. Please save energy, water and heating.

3. Make sure that any defects / technical problems like dripping taps etc. are reported to the caretaker / Studierendenwerk Mainz asap.
4. Furniture must remain in the room if not explicitly arranged otherwise with Studierendenwerk Mainz.
5. No animals allowed.

If the apartment / room turns out to be in an extremely neglected / dirty state, you will have to pay for special cleaning and maybe even for an exterminator. The Studierendenwerk Mainz (§15) can cancel your rental contract immediately.

§11 Kosten für Bereitschaftsdienst – Costs for emergency service

1. In case of loss of keys or smoke alarm outside office hours (Mo – Thu after 16:00 and Friday after 13:00 as well as Saturdays and Sundays) the use of an emergency service is charged with a fee.
2. The fee for the emergency service is **50,-€**.
3. Additionally, the fee for the lock and key service is another **50,-€**. The tenant is allowed to call an external locksmith.

§12 Haftung des Mieters - Tenant´s liabilities

1. Tenants are liable for any damage caused not only by their personal negligence but also for damages caused by family / friends and other visitors.
2. If any item of the room gets lost or damaged you will have to pay for replacement or repair.
3. If at departure of the dorm, your apartment is in such a bad / inhabitable state, Studierendenwerk Mainz will charge the cost of renovation and repair. You will be given a deadline for taking care of the necessary works yourself, before the Studierendenwerk Mainz takes over.
4. No changes in the general structure of the rooms are allowed (like building in fancy new taps...) damages caused by such "amendments" must be paid by the tenant.

Stick-on decoration very often leaves permanent marks on furniture and walls. The cost of restoring the original state will be charged.

If you decide to leave items / amendments in the room, you will not get paid for them.

5. Living in a shared flat, all tenants are held responsible for damages in the shared rooms,
6. If no individual takes over responsibility.

§13 Haftung des Vermieters - Liabilities of Studierendenwerk Mainz

The landlord / Studierendenwerk Mainz is responsible for regular maintenance of the buildings. If any works must be done in your room, you are obliged to let in house technicians. If furniture is to be taken out for renovation, a storage room + interim apartment will be provided.

If for some reason it is no longer safe for the tenant to use common rooms, they can be closed.

The landlord / Studierendenwerk Mainz is liable for damage of property of the tenant and his visitors if the fault lies with one of their employees/assistants. The extent of liability is reduced to willful intent and gross negligence. Physical injuries are exempt.

In case of burglary / house-break-in (not simple theft) insurance will cover the loss (at least partially).

Personal items which cannot be kept in your room such as bikes/prams etc., must be stored in specially assigned places.

§14 *Betreten der Mieträume durch den Vermieter* – Entry of rooms by landlord

1. Tenant is obliged to permit entry of landlord or technical staff for
 - a) general inspection during office hours
 - b) repair and maintenance work during office hours
 - c) any time in order to prevent imminent danger to the tenants' life or health
 - d) any time to avoid extensive damage of property
2. In the jeopardizing cases of c) and d) the landlord is permitted to enter the rooms also without tenant's permission in case it was impossible to be obtained.
3. In cases a) and b) the landlord is only permitted to enter with the tenant's consent and the announcement 48 hours prior to the measures. The landlord has the right to schedule a possible duration of 3 days for the measures/works.
4. If the tenant refuses entry despite the official announcement, he is may be obliged to pay for extra costs such as additional transportation costs of external technicians.
5. If the tenant cannot be present at an announced date he has the option to authorize a person of trust to replace his presence or give the landlord his consent for entry in written form.

§15 *Beendigung des Mietverhältnisses seitens des Mieters* - Termination / Cancellation of the Contract by the Tenant

1. Any rental contract can be terminated ("fristgerecht" = in time) by the last day of the current semester.
 - a) End (fristgerecht) of contract being: Sep 30th for summer semesters and March 31th for winter semesters.** A 3-month notice before these dates must be given to the Studierendenwerk Mainz in written form. The **deadline for termination is: June 30th for summer semesters and Dec 31st for winter semesters.** If you wish to move out before the end of the semester (nicht-fristgerecht = not according to deadline), you must continue rental payment until a new tenant takes over your contract before it actually ends.
 - b) Does the contract end 28.02./29.02./ or 31.08.** the cancellation deadline is accordingly 30.11. and 28./29.02.
2. The contract always ends at 10 am on the last working day of the month.
3. Leaving the apartment and returning the keys to the caretaker before the end of the contract does not result in an earlier termination of the contract.

4. The tenant is responsible for paying the rent until the end of the contract, unless a special agreement with the landlord is negotiated and the landlord agrees to a possible new eligible tenant.

§ 16 *Beendigung des Mietverhältnisses seitens des Vermieters, Fristlose Kündigung - Termination / cancellation of the Contract by the Landlord*

Without warning:

1. If the room occupied / used by non-tenants (illegal subtenant)
2. If the room turns out to be exceedingly dirty / jeopardy to health
3. If two months rents have not been paid
4. If despite two warnings serious infringement of the house rules continue
5. If the information given in tenant's application form are intentionally false
6. If you are not an enrolled student (JOGU, HS-Mainz, HS Bingen)

In such a case you will have to leave immediately, but are still held responsible for the rent due until the end of the semester, if no new student can be found to take over your room. This means you have to pay for the room although you do not have the right to live there anymore.

§ 17 *Pflichten und Rechte der Vertragsparteien nach Beendigung des Mietverhältnisses - Duties and rights after the ending of a rental contract*

1. The room must be handed over: properly cleaned, complete inventory, complete set of keys (including privately made copies!)
2. You must ask for a proper check-out appointment with the caretaker during office hours. A protocol will be written and signed by both parties. Tipp: If you can't be present, ask a friend to do the check-out (legitimated by a signed letter of authorization).
3. If you do not move out in due time, you will have to pay both the rent of your room for the month being plus the cost of interim-relocating a follow-up tenant that is already holding a valid rental contract for your apartment/ room.

§ 18 *Schlussbestimmungen - Final Clauses*

1. Domestic authority in all students residences administered by Studierendenwerk Mainz is executed by its Director who delegates it to the Managing Director of Student Housing.
2. Living in a shared flat implies that any tenant of this group can represent the others. If one person of the group receives information by the Studierendenwerk Mainz he absolutely must pass it on to the others living in this flat. Anything concerning individual contracts is excluded and can only be handled personally.
3. Any letters the Studierendenwerk Mainz sends to a tenant is considered properly received as soon as it is in the tenant's letterbox. Tipp: Therefore, check your letterbox regularly.

4. Should individual terms of the rental agreement or the terms and conditions be invalid, the rest is still valid. A replacement targeted to achieve the same economic or legal result according to legal standards is agreed.
5. It is compulsory to read and accept the House Rules and fire prevention regulations. They can be found at the house info board and in your apartment.

§ 19 Informationspflichten/Duty of Information

According to consumer's dispute resolution law Studierendenwerk Mainz is not obliged nor willing to participate in an alternative dispute resolution by a consumer's conciliation committee. But the law requires to inform the tenant about the responsible alternative dispute resolution center: Straßburger Str.8, 77694 Kehl: www.verbraucher-schlichter.de

Extract from the policies of the student residences of Studierendenwerk Mainz from April 20, 2017 with regard to §1 *Wohnberechtigung* - Who is eligible to live in a dorm?

1. Eligible are students enrolled at
 - Johannes Gutenberg University
 - University of Applied Sciences Mainz
 - University of Applied Sciences Bingen
 - Studienkolleg / ISSK of Johannes Gutenberg University
2. To avoid vacancy in student residences Studierendenwerk Mainz is permitted to rent dorms to students who are not enrolled in the above mentioned universities, but only for one semester. The tenant has to pay the part of the semester social fee to Studierendenwerk Mainz. To avoid vacancy the contract may be extended for another semester, but there is no legal entitlement. Priority has to be given to eligible students according to §1, paragraph 1.
3. Not eligible are students who predominantly work in a gainful employment, and or who are older than 30 on the day of application.