

# General Rental Conditions

## § 1 Rented rooms

1. For the special purpose of the study, the student rents a room in a student dormitory of the Studierendewerk Göttingen, in accordance with No. 2 of the housing contract which is specified in the rental contract.
2. The general rental conditions, the occupancy regulations for dormitories/residential properties and the statutes of the dormitories are an integral part of the rental contract. The general rental conditions and the occupancy regulations for dormitories/residential properties can be found on the website of the Studierendewerk: [www.studierendewerk-goettingen.de/wohnen](http://www.studierendewerk-goettingen.de/wohnen).
3. The landlord reserves the right to assign a different room for reasonable reasons and in his/her due discretion to the tenant. This includes, for example, the implementation within a dormitory or to another dormitory for structural or other reasons necessary for the maintenance of house peace or for other reasons. The existence of an important reason within the meaning of § 543 BGB or § 314 is not necessary; On the contrary, the landlord is granted a right of performance within the meaning of §§ 315 ff BGB (German Civil Code).
4. The tenant is allowed to use the community spaces according to their purpose.

## § 2 Period of rental and right of residence

1. Start of rental and rental period is defined in § 1 of the rental contract. The tenancy starts at the beginning of the month at noon. If this day is a Saturday, Sunday or public holiday, the collection of the apartment keys and the takeover of the rented room is only possible on the following working day.
2. The regular residence is 8 semesters. The rental parties agree that there is a legitimate interest of the landlord to a limitation of the rental period. The reason for this is the purpose of the student dormitories and the limited number of dormitories. As many students as possible should have the possibility to get a dormitory room which is funded by public funds by means of the rotation principle. Beginning semesters are only fully taken into account when the move-in takes place before 1 January or 1 June. The period from 1 April to 30 September and from 1 October to 31 March are counted as residential semesters.
3. An extension of the regular residence time is possible upon request. Details are regulated by the occupancy regulations for dormitories/residential properties.
4. Resident students in the dormitories managed by the Studierendewerk are enrolled students from the University of Göttingen and the Göttinger Fachhochschulen.
5. The tenant is obliged to prove the continuation of his/her residence authorization by submitting a valid certificate of matriculation by 31 October of each year without request.
6. The tenant is obliged to notify the landlord of the renouncement of his/her residence authorization and to vacate the rented premises subject to the deadline set out in § 6.2.1.

## § 3 Overall Rent

1. The overall rental fee stated in the rental contract consists of the basic rent and a flat-rate operating expense.
- 1.1 Operating costs generally include all costs set out in the Ordinance on the Establishment of Operating Expenses (Operating Expenses Ordinance - BetrKV of 25.11.2003 (BGBl. I S. 2346 ff)). These are, in particular, the following costs: heating, hot water, fresh water, sewage, garbage collection and other public charges (land tax, road cleaning, drainage, drainage of built-up area), internet, electricity, cleaning (corridors, stairs and community spaces, cleaning of frames and gutters) and maintenance (e.g. for elevator and heating systems). In particular, the cost changes caused by legal regulations, as well as changes and reintroductions of operating costs and property contributions (e.g. abolition of the tax exemption) of any kind are deemed to be agreed upon at the time of admissibility.
- 1.2 The landlord is entitled to an appropriate adjustment of the overall rent at his discretion. The consent of the tenant pursuant to § 558 BGB is not required (§ 549 Abs. 3 BGB).
- 1.3 The adjustment of the overall rent is effective at the beginning of the rental month following the written notification of the increase by the Studierendewerk.
- 1.4 If the operating costs are reduced, the operating costs shall be reduced accordingly from the relevant date of the reduction. The tenant must be informed of the reduction without delay.

## § 4 Rent payment

1. The monthly rent is due in advance, at the latest on the third working day of the month.
2. The tenant shall give the landlord a direct debit authorization (debitable SEPA-base direct debit mandate) for an account with a bank institution domestically or in a country of the euro payment service area to settle all payment obligations resulting from the lease agreement. The account is to be maintained for a period of three months after the date of rental for the re-transfer of the deposit. Costs incurred due to insufficient account coverage, account resolution or any other reason for which the Studierendewerk is not responsible, shall be borne by the tenant. These costs are immediately due.
3. The set-off of rental debts against claims on the Studierendewerk is excluded, without prejudice to the right of the tenants from the BGB. This shall not apply to such claims which are legally binding or undisputed. The set-off of rental debt with the deposit paid by the tenant is not permitted.

## § 5 Deposit

At the beginning of the contract, the tenant must pay a deposit of € 400,00. This is due in 2 installments of € 200,00 with the first and second rent. For family apartments, a deposit of € 600,00 will be charged. This is due in 2 installments of € 300,00 with the first and second rent. Alternatively, the rental security can be provided in accordance with § 551 (2) BGB.

The deposit of the tenant can be off-set with

- a) damage to the rented premises or furnishings,
- b) missing inventory or keys,
- c) other claims of the landlord.

The deposit or non-invoiced parts of the deposit shall be transferred to the tenant to an account to be designated by him after the termination of the contract and the return of the rented property. The deposit is not interest-bearing (§ 551 Abs. 3 BGB).

# General Rental Conditions

## § 6 Termination of the lease

1. Termination of contract
  - 1.1 The lease is terminated at the end of the rental agreement, without a notice of termination.
2. Termination by the tenant
  - 2.1 The tenant has the right to terminate the lease by written declaration at the latest on the third working day of a calendar month to the end of the month after the following month (§ 573c Abs. 1 BGB). He is, thus, subject to the statutory period of notice of 3 months.
  - 2.2 A reduction of the notice period is only possible with the consent of the landlord. The tenant has no claim to premature further rental of his accommodations.
  - 2.3 Any further use of the rented property by the tenant after expiry of the rental period is contravened by the landlord, so that a tacit renewal of the tenancy cannot be achieved pursuant to § 545 BGB.
3. Termination by the landlord
  - 3.1 The Studierendenwerk is entitled to a right of rescission against the tenant as soon as his/her residence permit is cancelled (§ 2 No. 5+6).
  - 3.2 The landlord is entitled to terminate the lease in the presence of important reasons at any time without notice.
  - 3.3 An important reason within the meaning of §§ 543, 569 BGB on termination without notice is, in particular, if
    - a) the tenant uses the rented premises contrary to the contract, in particular, if the tenant leaves the premises unauthorized to third parties or endangers inventory, rooms, buildings or outdoor facilities by contravening or neglecting the diligence which is his duty;
    - b) the tenant is in arrears with two rents or a not insignificant part of the rent, or is in a period extending over more than two due dates in arrears with the rent in an amount accumulating to two months rent, or if the tenant is repeatedly guilty of non-punctual rental payments;
    - c) serious or ongoing violations of the order in the dormitory;
    - d) culpable breach of the obligation of care of the tenant is given (poor cleaning of his living space, neglect of the living area).
4. Eviction claims by the landlord
  - 4.1 The landlord is entitled to an extraordinary timely termination of the contract, if
    - a) the tenant does not comply with the obligation § 2.5 to submit the matriculation certificate, despite the request by the landlord;
    - b) the reason for the termination is within the task of the residence or its conversion.
  - 4.2 A normal termination of the landlord with the same deadline as for the tenant pursuant to § 6.2.1 shall be permitted at the latest on the third working day of a calendar month to the end of the month after the following month if the landlord can provide reasons for this. The existence of a legitimate interest within the meaning of § 573 Abs. 2 BGB is, in principle, not necessary because of the statutory exclusion of this provision (§ 549 Abs. 3 BGB). Reason for a proper termination are, among other things, any better economic exploitation of the building or property by the landlord, extension buildings, modernizations, repairs and maintenance. The possibility of requesting toleration of the tenant in accordance with § 554 BGB instead of a termination remains unaffected.
  - 4.3 The competent bodies of the student self-administration are entitled to propose to the landlord the termination of contracts of tenants or the enforcement of a claim for elimination (No. 7.2 of the occupancy regulations for dormitories / residential properties).

## § 7 Obligations of the tenant upon termination of the lease

1. The rented rooms shall be handed over to the landlord upon completion of the tenancy without damage, in thoroughly cleaned and ready-to-move-in condition, so to speak in a condition which has been restored in accordance with the necessity, with complete inventory. All keys, also possibly procure from the tenant, are to be handed over. Otherwise, the landlord is entitled to open, renovate and clean the rented rooms at the expense of the tenant. In particular, the tenant declares in advance that he has waived the notice of default for the cleaning of the rented room, up to the amount of the deposit.
2. The tenant is liable for all costs incurred by the landlord in the event of a late departure, in particular also for possible accommodation costs for the tenant newly determined by the landlord.
3. The tenant hereby renounces the eviction periods which may be granted to him pursuant to § 721 ZPO and § 794a ZPO. He will not submit a corresponding application. The landlord accepts this waiver.
4. In the case of termination as well as in the course of the end of contract, the lease shall end at 10:00 am of the month's last day. If this day is a Saturday, Sunday or public holiday, the tenancy agreement ends at 10:00 am on the previous working day.
5. Should the tenant fail to fulfill his obligation to evacuate, the contracting parties agree that the ownership of the rented property will pass to the landlord upon termination of the tenancy. The landlord is entitled, without the objection of the prohibited proprietary rights, after an unsuccessful invitation to evacuate, to further lease the rented object immediately and to keep the entered objects of the former tenant. The tenant declares his consent to the use of the leased property by the Studierendenwerk in the sense of §§ 858 ff BGB and § 123 StGB. If objects are left by the tenant after the end of the tenancy, the Studierendenwerk is entitled to remove them from the rented property at the expense of the tenant after six weeks. There is no obligation for the Studierendenwerk to store left objects. Any claims of the Studierendenwerk from the delayed return of the rental property remain unaffected.

## § 8 Liability for rent loss after enforcement of a removal claim or after termination without notice

If an eviction claim is enforced against the tenant, or a termination without notice pursuant to § 6.3 has been set, he is liable for the loss of the rent until a new lease, but at the longest until the end of the regular notice period. In case of termination without notice, the tenant is liable to the landlord for a rental loss arising up to a new letting, but at most until the end of the agreed rental period.

## § 9 Sub-letting

1. Any (or partial) lease of the rented rooms to third parties is in principle prohibited.
2. In exceptional cases, the Studierendenwerk reserves the right to authorize temporary letting upon request.

## § 10 Internet

The landlord provides the tenant with access to the Internet. The use of this access is subject to the separate regulations in the current version.

# General Rental Conditions

## § 11 Collective heating/hot water supply

1. If there is a collective heating system in the dormitory occupied by the tenant, the landlord undertakes to keep it in operation during the heating season (1 October to 30 April).
2. The temperature in the rooms should be at least 20 degrees Celsius between 7:00 and 22:00. A night reduction of the heating temperature takes place for energy saving.
3. If a central hot water supply is available in the dormitory occupied by the tenant, the landlord commits himself to keep it in operation all year round.
4. The landlord is not liable for the observance of the temperature mentioned in No. 2, as long as he is not responsible for the deviations. The tenant is obliged to notify the landlord of any possible deviations without delay.

## § 12 Elevator systems

1. The landlord undertakes to keep the existing elevators which are installed and self-operating in the dormitories or individual building of student residences, which are higher than six floors (including the ground floor), running throughout the day.
2. The tenant is obliged to report any faults without delay.

## § 13 Use of parking spaces, parking of bicycles

1. The tenant is obligated to use only the designated parking spaces, if available, to park his vehicle.
2. The parking of unused or unauthorized motor vehicles on the grounds of the residence is not permitted. Still parked motorized vehicles are removed at a charge.
3. The tenant expressly waives his rights as the owner of the vehicles which are parked contrary to No. 2 on the premises of the residence.
4. Bicycles may only be parked in designated areas or places.

## § 14 Liability for damages

1. The inventory may not be exchanged between the different rooms. The tenant recognizes the correctness of the inventory of his rented room at the time of move-in. If the return of the damage assessment sheet is omitted, the acknowledgment of the regularity of the rental space and the inventory is seen as given.
2. Damages to and in the rented rooms are to be reported to the landlord immediately. The tenant is liable for damage to the rented property and loss of the inventory and building at the latest at his departure. The tenant is liable in the same way for damage caused by his/her relatives, visitors, guests, suppliers, removal helpers.
3. The tenant has to keep the rented rooms free of insects at his expense. He must notify the landlord about present insects within one week of his arrival. If the tenant fails to report early, he is liable for all pest control costs.
4. The replacement of light sources shall be borne by the tenant. When moving out, all lamps have to be handed over in the same way as they were at moving in and in a functional condition.
5. The tenant agrees with a determination of the damages made solely by the Studierendewerk, if he does not ask for a joint acceptance date with the landlord two weeks before his departure. The tenant recognizes that the principle of joint liability for damages and losses applies to jointly used objects. Damage regulation takes place jointly by both tenants, in the case of damage caused by the jointly used objects of a double room/double apartment, for the jointly used items of the house or residential community or jointly used property.
6. The landlord is not liable for the improper supply, delivery or loss of the mailings/goods delivery received for the tenant.

## § 15 Constructional changes by the tenant

The tenant is not allowed to make constructional changes to the building. The landlord may require that the original condition of the rented accommodation must be restored upon termination of the lease. A claim of the tenant for reimbursement of costs if the changed state remains after the tenancy has been concluded, does not exist.

## § 16 Constructional changes by the landlord

1. The landlord may carry out improvements, modernization works and structural alterations necessary to maintain the house or rented rooms or to avoid threatening dangers or to remedy damages without the consent of the tenant, as far as the tenant can reasonably be expected to accept this work to be done. This also applies to work which is not necessary but appropriate.
2. For this purpose, the tenant must tolerate access to the rooms concerned. The execution of the work must not be hindered or delayed by him.

## § 17 Diligence obligations of the tenant

1. The tenant is responsible for the cleaning obligation for the rented rooms, as well as for the inventory provided by the landlord. This is to handle with care and to maintain in a good state. There is no obligation to clean by the Studierendewerk. The rooms in the students' dormitory (common kitchen, communal laundry rooms, entrances, corridors, stairs, etc.), which are accessible to the general public, are also to be treated with care and always kept clean.
2. The tenant declares that the costs of the disinfection of the mattress are charged directly with the deposit, without notice of default.
3. The tenant is obliged to pay attention to economical consumption of electricity, gas, water and heating.
4. The tenant is obliged to notify the landlord without delay of any damage or disturbances.
5. It is not permitted to place wallpaper on walls which were previously not wall-papered.
6. The tenant is responsible for ensuring the operational readiness of the installed smoke alarm. Faults, failures and recognizable damages must be reported directly to the landlord. The tenant must tolerate access to the rooms concerned for the purpose of repair/maintenance of the smoke alarm. The execution of the work must not be hindered. The dismantling of smoke alarms is prohibited.

## § 18 Property provided by the tenant

1. The property of the tenant is insured by an insurance contract against fire and burglary. In case of damage, the landlord must be informed immediately. The tenant is required to provide his own insurance cover during the rental period.

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2. The tenant is obliged to place his personal property exclusively in the rented rooms.
3. The tenant expressly waives his right of ownership in goods left behind or identified by name, when a notice has been requested to remove the items.

## § 19 Keys

1. The tenant undertakes to notify the landlord without delay of the loss of keys. Procurement of replacement keys is done exclusively by the landlord. The costs are borne by the tenant. The tenant is required to provide his own insurance cover for key loss.
2. In addition, the landlord is entitled to have the relevant locking cylinders replaced at the expense of the tenant in the event of loss of a key. If necessary, the landlord is also entitled to change the complete lock system or parts of the lock system at the expense of the tenant to protect the house community.
3. The landlord is not liable if unauthorized third parties have access to the rented rooms with a key.
4. The tenant is not entitled to replace a lock system of the owner with his own system.

## § 20 Other obligations of the tenant

1. Any disruption of fellow tenants or residents is to be omitted. In the time from 22:00 to 8:00 o'clock special attention is required, i.e. noise-intensive actions (e.g. playing music above room volume) are prohibited and the other behavior of the tenant is to be directed to the greatest possible consideration (no slamming of doors, moving of furniture, operation of loud technical equipment of any kind).
2. Keeping animals is strictly prohibited. Small animals such as birds, hamsters, guinea pigs, ornamental fish and the like kept in suitable containers are not subject to authorization. The landlord may, upon written request, allow for exceptions to an individual case-by-case examination, which, however, are revocable at any time.
3. All tenants' building safety laws and fire safety regulations/fire protection of the dormitories must be complied with. In particular, the storage of easily inflammable materials and toxic substances in buildings or on the property of the residence inhabited by the tenant is not permitted. All escape and rescue routes (stairs, hallways, entrances and exits) as well as marked fire service entrances are to be kept accessible permanently in full width.
4. The installation of external antennas, posters, signs and transparencies in the dormitory and on the outer facade is not permitted.
5. Every tenant must register immediately at the registry office of the city of Göttingen.
6. In the area of the dormitories Albrecht Thaer Weg 16-26, Gutenbergstraße 2-42a\*, Kellnerweg 8-24, Kreuzberggring 56-56d, Zimmermannstraße 3-5 and Zimmermannstraße 14-16, the tenants are responsible, according to the current municipal ordinances of the city of Göttingen, to take care of the winter-service for the outdoor stairs, on working days in the time from 7:00 am to 8:00 pm, on Sundays and holidays from 8:30 am to 8:00 pm.

\*-Winter-service for paths to the house/house entrances

## § 21 Entering the rented rooms by the landlord

1. The landlord or his commissioner can enter the rented rooms from 8:00 am to 6:00 pm with prior notice to check their condition or carry out repairs.
2. In the case of danger in delay, the landlord is allowed to enter at any time.

## § 22 Other agreements

1. Other agreements shall only be valid if they are made in writing and signed by tenant and landlord. This written form clause can only be revoked by means of an amicable agreement between the parties (oral or written).
2. Jurisdiction and place of fulfillment for all disputes relating to the rental contract is Göttingen.
3. It is pointed out that the Studierendenwerk stores personal data necessary for the legal fulfillment of the tasks resulting from the dormitory administration/the service office and the rental account (§ 9 NSDG - Niedersächsisches Datenschutzgesetz).


## § 23 Consumer dispute participation law

The Studierendenwerk Göttingen is neither prepared nor obliged to participate in a dispute settlement procedure before a consumer protection agency.








## Fire Protection Regulations for dormitories (Part B)

The Fire Protection Regulations Part B of the Studierendewerk Göttingen is directed to all tenants of dormitories.  
Part B of the Fire Protection Regulations is an integral part of the General Rental Conditions.

## FIRE ALARM INFORMATION



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<b>FIRE/ACCIDENT</b>	<i>Remain calm and do not panic</i>	
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<b>Raise the alarm</b>	Fire brigade / ambulance service  <b>112</b> Police  <b>110</b> Fault reporting hotline (University) for University buildings  <b>39-22339</b> <span style="float: right;">To be informed</span>	
		<b>Where to be found:</b> In stairways and corridors
	<b>Pay attention to alarms and broadcasts</b>	
↓		
<b>Provide Information</b>	<b>Where</b> The site of the emergency: town, streetname, specific part of a building? <b>What</b> happend? <b>How many</b> people are involved/ casualties? <b>What</b> kind of injuries/ what is the condition of each individual? <b>Wait</b> on queries from the fire department	
↓		
<b>Perform First Aid</b>	First aider: <input style="width: 100%;" type="text"/> <hr/> Nearest hospital: <b>Universitätsklinik Göttingen</b> 0551 - 390 <b>Ev. Krankenhaus Weende</b> 0551 - 50340	
<b>Attempt to Extinguish (Fire)</b>		<b>Use fire extinguishers</b> <u>Location:</u> Following the signs
<b>Leave the danger zone immediately close windows and doors use the indicated emergency exits</b>		
<b>Take care of people in need, do not use the elevators/lifts</b>	<div style="border: 1px solid red; padding: 5px; display: inline-block;">                     Do not use lifts in the case of fire!                 </div>	
↓		
<b>Brief the rescue team</b>	Position a guide person in a prominent place. Follow the instructions of the rescue team.	

Studentenwerk-Göttingen /Stand 12/2022

# General Rental Conditions

## Fire Prevention




- Open fire is prohibited in buildings.
- BBQ is permitted only at a distance of five meters from the building or at fixed points.
- Storage of objects in escape and rescue routes is not permitted.
- Defective or damaged electrical devices or electrical systems must not be used.
- When handling flammable liquids, the product descriptions must be observed.
- The burning of candles is only permitted with permanent supervision.
- Electric heaters must be switched off after use.
- Coffee machines and water boilers may only be operated on non-flammable surfaces.

## Fire and smoke spreading

- To prevent the spreading of fire and smoke, fire and smoke protection doors are installed. These may not be fixed. The closing area is to be kept free of objects.
- Fire walls must not be perforated. If this is not avoidable, the breakthroughs should be closed with approved materials by an expert.
- Doors and windows must be closed.
- Smoke and heat extraction systems in staircases automatically switch on in the event of an emergency or can be triggered by a pressure switch in case of heavy smoke.

## Escape and rescue routes



- Escape and rescue routes are indicated by signs.
- Meeting Points are indicated and marked on the escape and rescue routes.
- Elevators must not be used in the event of a fire. 
- Installation areas and routes for the fire brigade must always be kept accessible.
- Escape and rescue routes must not be blocked.
- Storage in escape and rescue routes is prohibited. These must not be narrowed.

## Fire reporting and fire extinguishing devices



- In some buildings, manual fire alarms are installed. These alarms can be seen from distance by signs. The locations are also shown in the escape and rescue routes plan.
- Attention: Blue detectors are house alarms. Orange detectors release a smoke and heat extraction system. These do not alarm the fire brigade.



- There are hand-held fire extinguishers in all buildings, which can be seen from a distance. The locations are shown in the escape and rescue route plan.
- Fire reporting and fire extinguishing devices must always be freely accessible, and objects may not be placed in front of them.

## What to do in the case of a fire

- Keep calm.
- Inform other people.
- Personal safety before fire control.
- Only for incipient fire attempt to put out the fire with a hand-held fire extinguisher.

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## Report a fire

- Telephone: dial 112 (Mobile phone 112)
  - **Who is reporting?**
    - Name
  - **What happened?**
    - Fire in the dorm
  - **Where did it happen?**
    - Tell street name and number of the house
  - **How many people are injured?**
    - No injured people
  - **Wait for questions from the fire brigade.**
    - In case additional information is required
- Operate the fire alarm button if present
  - Fire brigade is automatically alerted and the location of the fire is also transmitted automatically. Attention: Only For Red Alarms. Blue detectors are just a house alarm.

## Alarm signals and instructions (observe)

- In buildings with a fire alarm system, an alarm is triggered which prompts to leave the building.
- Smoke detectors are installed in all buildings. The building must be left in case of an alarm. Warn other tenants.

## Get to safety

- Evacuate building via indicated rescue routes.
- Rescue people who need help.
- Go to the Meeting Point and wait for the fire brigade.

## Attempt to extinguish the fire

- Personal safety before fire control.
- Only for incipient fire attempt to put out the fire with a hand-held fire extinguisher.
- If persons are burning, extinguish the fire beginning at the head and then in direction of the feet. If possible, lay burning people down.

## Special rules of conduct

- Close doors and windows.
- Go to the Meeting Point and wait for the fire brigade.
- Re-enter the building after approval by the fire brigade.
- Assist firemen with evacuation in their area of responsibility.

## Escape and Rescue Route Plan



This is an example of an escape and rescue route plan.  
The plans that are valid for you are posted in your building.