

## Annex 1 – General rental terms and conditions

General rental terms and conditions of  
Vereinigung Stuttgarter Studentenwohnheime e.V.  
("VSSW")

### Section 1 Accommodation eligibility/prerequisites

- 1.1 Students who are members of the following universities and academies are entitled to rent accommodation in the student halls of residence managed by VSSW (hereinafter referred to as "Landlord"):
  - *Duale Hochschule Baden-Württemberg Stuttgart* (Baden-Wuerttemberg Cooperative State University (DHBW) Stuttgart)
  - *Hochschule der Medien Stuttgart*
  - *Hochschule für Technik Stuttgart*
  - *Staatliche Akademie der Bildenden Künste Stuttgart* (Stuttgart State Academy of Art and Design)
  - *Staatliche Hochschule für Musik und Darstellende Kunst Stuttgart* (State University of Music and the Performing Arts Stuttgart)
  - *Universität Stuttgart* (University of Stuttgart)
  - *Media Akademie Stuttgart*
  - *Hochschule für Kommunikation und Gestaltung*
- 1.2 Applicants for a place in a student hall of residence must prove their eligibility for accommodation by submitting a semester enrolment slip or similar document that is valid for the relevant current phase of education.  
Similarly, students living in the halls of residence are obliged to prove that they are still eligible to live in the halls of residence by 30 November for the winter semester and 30 April for the summer semester by submitting a certificate of enrolment or a similar document without being prompted to do so.
- 1.3 Where there is any doubt concerning eligibility for accommodation, the Landlord is also entitled to demand further evidence from the tenant. In particular, if there are any indications that the tenant is no longer studying, has completed their studies or is mostly working, the Landlord may require that the tenant's continued eligibility for accommodation is substantiated by suitable evidence, if necessary, also by means of a declaration in lieu of an oath.
- 1.4 The following are not eligible:
  - Students who have reached the age of 30 at the start of their degree course, unless they are entitled to educational support pursuant to *BAföG* (Federal Training Assistance Act)
  - Students who have already fully used up the period of residence in a publicly funded student hall of residence referred to in section 2.
- 1.5 Students applying for a place in a hall of residence are required to complete the housing application form provided by the VSSW. Failure to provide all the required information will result in the application being rejected. The data recorded on the application form may be stored and used for purposes of managing the student residence pursuant to section 13 *LDSG Baden-Württemberg* (State Data Protection Act for Baden-Württemberg).

### Section 2 Term of rental agreement

- 2.1 The rental relationship commences on the date stated in the rental agreement.
- 2.2 The term of the rental agreement is for an indefinite period.

However, it terminates at the latest when the maximum period of residence has ended. The maximum period of residence in the halls of residence run by the Landlord is limited to 36 months. Periods of residence in other publicly funded halls of residence in Stuttgart count towards the maximum period of residence. After the maximum residential period of 36 months has expired, the rental relationship ends without the need for notice of termination.

- 2.3 The Parties mutually waive their right to give ordinary notice of termination for a period of six months from the start of the rental relationship. Following this period, the rental relationship may be terminated subject to a notice period of three months to the end of a month. The notice of termination must be submitted in writing to VSSW no later than three months prior to the termination date.
- 2.4 In the event of de-registration from the university, the rental relationship may be terminated after the rental period has begun by no later than the 15th of a month to the end of the subsequent month. The notice of termination as well as a certificate of de-registration from the respective university must be submitted to VSSW by no later than the 15th of the month.
- 2.5 If the tenant fails to acquire eligibility for accommodation pursuant to section 1 because they are not studying at one of the universities/academies mentioned above, both Parties are entitled to terminate the rental agreement subject to a notice period of one month to the end of the month. This right of termination shall also apply during the first six months from the commencement of the rental period in accordance with section 2.3 sentence 1. If the tenant exercises this special right of termination, a fee shall be charged in accordance with the schedule of fees, unless the Landlord is responsible for the reasons for exercising the special right of termination. The fee will either be deducted from the deposit or charged by direct debit. This does not affect the tenant's obligation to pay the rent until the end of the rental agreement, i.e. until the end of the notice period.
- 2.6 Rental agreements are concluded for full calendar months only.

### Section 3 Deposit

- 3.1 Before moving in, the tenant must pay a deposit in an amount determined by the Landlord. During the term of the rental relationship, the tenant cannot use the deposit to offset the Landlord's claims.  
  
After the rented property has been returned, the deposit may be offset against claims for damages by the Landlord on account of missing inventory items or keys, damage to the rented property and other claims.
- 3.2 Interest is not paid on the deposit (section 551 (3) sentence 5 German Civil Code - BGB).



- 3.3 The deposit or the unaccounted portions of the deposit shall be transferred to the tenant by the Landlord after the tenant has moved out on presentation of a routing slip to an account to be named by the tenant.

The amount will be repaid no earlier than eight weeks after the end of the rental agreement.

The tenant must provide the Landlord with the details for the repayment of the deposit without being prompted to do so. The Landlord is not obliged to request this information. In addition, the tenant shall bear any fees incurred in the repayment of the deposit.

The deposit shall be forfeited six months after the due date if it is not possible to repay the deposit and/or the unaccounted portions for reasons for which the Landlord is not responsible (in particular, if the tenant has failed to provide their new address and/or bank account details).

#### **Section 4 Rent payment and overheads**

- 4.1 The rent is due for payment monthly in advance by the third working day of the month

The rent, bank charges for unpaid direct debits, reminder fees, bills for cleaning and maintenance work as well as the fees from the fee schedule shall be paid monthly in advance by direct debit.

The tenant must set up a bank or postal current account for this purpose and grant the Landlord a direct debit mandate in the form of a SEPA direct debit mandate for the respective amounts due prior to the commencement of the rental relationship.

The tenant is obliged to ensure that the account has sufficient funds to cover each amount due in full and on time.

Any costs incurred as a result of unsuccessful attempts to debit the account and reminders or warnings shall be borne by the tenant.

- 4.2 The rent includes the following overheads: public charges, heating, supply of cold and hot water, drainage, electricity, cleaning and maintenance of hot water appliances and floor heating, refuse collection and street cleaning, building and garden maintenance, lighting, chimney cleaning, property and liability insurance, caretaker's costs, communal antenna, washing machines, other overheads in accordance with section 2 of the German Ordinance on Operating Costs (*BetrKV*).

In accordance with section 2 *BetrKV*, the Landlord is entitled to pass on any increases in the above-mentioned overheads to the tenant on a pro rata basis via a statement in writing. In this statement, the Landlord will specify and explain the reason for the increase. The tenant shall owe their share of the increase and the corresponding increase in the total rent as of the start of the month after the month in which the statement was issued.

- 4.3 The rent shall be raised by the amount mentioned in the contract per month for the first time after the end of the first rental year, i.e. for the first time at the start of the second rental year and thereafter at the start of each further rental year. The Landlord's right to in-

crease the rent due to increased overheads in accordance with the final paragraph of section 4.2 above shall remain unaffected.

#### **Section 5 Handing over the rented property**

- 5.1 The rented property is handed over on working days, from Monday to Friday, during the office hours of the caretakers in the halls of residence.

If the rental period starts on a Saturday, Sunday, public or official holiday, tenants may only move in on the following working day.

If the rental period ends on a Saturday, Sunday, public or official holiday, tenants shall move out on the last working day of the month.

- 5.2 However, the tenant's claim to handover of the rented property is only valid when they:

- have paid the deposit,
- issued the direct debit authorisation/SEPA direct debit mandate as per section 4.2,
- demonstrated their eligibility for accommodation by means of a certificate of enrolment or similar,
- can present a rental agreement signed by both Parties, and
- has identified themselves by means of a passport or identity card.

When moving in, an inventory is prepared in which the condition of the room and the inventory as well as the completeness of the inventory are recorded. The tenant acknowledges the proper condition of the rented property if they do not notify the Landlord in writing of any defects within 14 days of moving in.

The tenant must inform the Landlord immediately if the room or the common areas are infested with vermin. If the tenant fails to comply with this obligation to notify the Landlord, they shall bear the additional pest control costs incurred as a result.

If the halls of residence are a recently completed new building, the tenant will be informed of the existence of any defects, damages or impairments caused by noise resulting from construction work.

- 5.3 Moving to another room within the residential complex(es) will only be approved by the Landlord in exceptional and justified cases upon a written application. There is no entitlement to a move. The application for a move must be made in writing. The waiting time depends on room availability and the waiting list.
- 5.4 A new rental contract must be concluded for the new room in accordance with the terms and conditions applicable at the time the contract was concluded. The previous period of residence will be counted towards the maximum period as defined in section 2.2.

A fee in accordance with the scale of fees will be charged for the additional effort involved in arranging the move, and will be due upon conclusion of the new rental agreement. The amount will be charged via direct debit.

#### **Section 6 Inventory and keys**

- 6.1 The tenant is liable for damage to buildings and inventory resulting from a breach of their contractual



obligations under the rental agreement, as well as for any damage caused by their visitors.

The onus of proof that they are not at fault lies with the tenant. In the event of damage of any kind occurring in shared accommodation, the tenants are jointly liable if the person responsible for the damage cannot be identified.

The Landlord shall only be liable for personal injury and damage to property of the tenant and their visitors, as well as for the items installed in the property by the tenant, if the Landlord and its vicarious agents are at fault as a result of wilful intent or gross negligence.

- 6.2 The tenant will be issued with a set of keys for the rental period as per the inventory list. The tenant is not entitled to a second set of keys. It is strictly forbidden to have copies of keys made. Failure to comply will result in the new cylinder being fitted at the tenant's expense. The tenant is not entitled to replace the lock fitted by the Landlord with another lock.

The tenant is liable for all damages resulting from lost keys. The Landlord is entitled to have the relevant keys and all existing locks replaced with new ones at the tenant's expense.

## **Section 7                      Structural modifications**

- 7.1 As a matter of principle, the tenant is not permitted to make structural modifications.

- 7.2 The Landlord may carry out repairs, maintenance and other structural modifications which are necessary to maintain the building or the rooms and to avert imminent danger or to remedy damage without the tenant's consent.

To this end, the tenant shall grant access to the rooms in question after having received prior notification. The tenant has no right to prevent this work from being carried out. In the event of imminent danger, the Landlord or its representative shall be permitted to enter the rented accommodation without prior notice.

- 7.3 Where building and/or maintenance work is carried out and this results in impairments of any kind, the tenant shall not be entitled to a reduction in the rent if:
- the work is carried out between the hours of 8 a.m. to 8 p.m.,
  - the work does not take longer than 14 days,
  - the room and common rooms can continue to be used without restrictions, or
  - the tenant or their guests have caused the damage themselves.

## **Section 8 Duties of the tenant**

- 8.1 The tenant is obliged to treat the rented property and shared rooms and facilities with due care.

Smoking is not permitted either in common areas or in individual rooms. Tenants who repeatedly break this rule, even with a warning, will have their rental agreement terminated.

The tenant is responsible for cleaning their rented property regularly, as well as for leaving shared rooms in a clean condition at all times.

The refrigerators and freezers in the communal kitchens must be defrosted and cleaned regularly.

Communal kitchens/bathrooms and their facilities may only be used by tenants whose rooms are assigned to that kitchen/bathroom (visitors may only have access to them if the tenant is present).

The Landlord or its representatives are entitled to enter all common rooms (kitchen, shower, toilets) without prior notice for the purpose of inspecting them for cleanliness, even if these are located within a shared apartment.

If the cleanliness of the communal areas does not meet the standard required by the Landlord and the occupants fail to clean them despite being given a deadline to do so, a cleaning company will be commissioned to do so by the Landlord. Occupants will be charged these cleaning costs at no less than the fees set out in the schedule of fees. Irrespective of the charging of these additional costs, a warning will be issued and, in the event of a repeat occurrence, the rental relationship may be terminated without notice.

The tenant must take all reasonable steps to prevent loss, destruction or damage to the rented or shared rooms and property. This includes in particular:

- locking rooms and doors,
  - cautious handling of fire, embers and electrical heat sources, as well as
  - preventing windows and doors from slamming shut.
- 8.2 Installing additional cooking appliances, refrigerators, washing machines, etc. is strictly prohibited.
- 8.3 The tenant may not make any alterations to the gas, electrical or water installations or to any appliances and fittings connected to them by the landlord, either in the rented rooms or in rooms shared with other occupants. The tenant may also not adhere an additional floor covering to an existing fixed floor covering.
- 8.4 The tenant is obliged to strictly comply with all building code and fire safety regulations. In particular, the storage of highly flammable or toxic materials, as well as the blocking or obstruction of escape routes and the placement of flammable objects in all circulation areas, is prohibited in all buildings and properties managed by the Landlord. Fire protection regulations must be observed and complied with in halls of residence fitted with a fire alarm system.

The tenant is obliged to pay compensation to the Landlord in the event of damage to or removal of smoke or fire detectors. This also applies to costs resulting from consequential damage or additional maintenance work. Smoke detectors are inspected once a year. To this end, the tenant must provide adequate access to the room and the common areas. The tenant will be informed in writing well in advance of the scheduled date for this inspection.

- 8.5 Tenants have a duty to use electricity, gas, water, heating fuel and all materials provided by the landlord sparingly.



- 8.6 Animals are not allowed on the premises without the prior written consent of the Landlord. Individual small animals, such as birds, hamsters, etc., and ornamental fish are permitted as long as they are housed in suitable enclosures within the bounds of what is customary and in accordance with the contract.
- 8.7 The tenant is obliged to inform the Landlord immediately of any defects, damage or operational faults they detect in and around the rented property, the shared rooms, building or technical equipment.
- 8.8 The tenant may use the rented property exclusively for contractual purposes, i.e. as accommodation.
- In particular, student accommodation may not be used for commercial purposes.
- 8.9 Placing purchase orders on behalf of the halls of residence is not permitted.
- 8.10 The tenant shall use only the designated and marked parking spaces provided to park their motor vehicle. No motor vehicles or parts of motor vehicles of any kind may be stored inside buildings intended for residential purposes or where people are permanently present.
- 8.11 The parking of unregistered or permanently unused motor vehicles on the premises of the student halls of residence managed by the Landlord is not permitted. Any vehicles left parked despite this rule will be removed at the owner's expense after a warning has been issued.
- 8.12 Repairs to motor vehicles which could cause a nuisance to others may not be carried out on the premises of the buildings managed by the Landlord or in their immediate vicinity. In addition, any work that could pollute the environment (e.g. oil changes) is prohibited.
- 8.13 The tenant undertakes to refrain from causing a disturbance to other tenants or occupants (in particular by making noise), especially in the period between 10 p.m. and 8 a.m.
- 8.14 The Landlord has engaged a security service to protect the tenants and the property of the VSSW and to maintain calm and order in the halls of residence. Security personnel have been given householder's rights in order to carry out their duties. This means that security personnel have the right to enter shared rooms and kitchens. Tenants are obliged to comply with the legitimate instructions of the security service immediately.
- 8.15 Tenants are not permitted to remove parts of the rented inventory, in particular the furniture and mattresses, from their rooms, even if only temporarily.
- 8.16 The contractual language is German. The Landlord is not obliged to provide written documents in other languages. Tenants are responsible for obtaining important information themselves.

## **Section 9 Termination of the rental relationship for cause**

- 9.1 The Landlord may terminate the rental relationship at any time in writing for good cause, subject to a notification to vacate the property of six weeks to the last day of the month, or in serious cases without notification to vacate the property.

The landlord is entitled to terminate the rental agreement with immediate effect subject to a notice period of six weeks, if the tenant:

- is no longer enrolled at one of the institutions referred to in section 1,
- fails to submit a certificate of enrolment or similar referred to in section 1.2. despite a written warning, or
- repeatedly disturbs the peace and quiet of the other tenants.

- 9.2 Termination for cause with immediate effect by the Landlord is generally justified if:

- the tenant is in arrears with the payment of the rent for two consecutive months;
- the tenant is in arrears with several part payments totalling more than two months' rent;
- the rental relationship with the tenant has already been terminated once with immediate effect owing to arrears totalling two months' rent, however, the tenant has paid the amount owed following notice of termination and is now behind in their rental payments again by two months' rent;
- the tenant has, despite a warning, allowed third parties to use the rented property in whole or in part without authorisation, or
- the tenant continues to be in breach of the rental agreement, the general rental terms and conditions or the house rules in spite of a prior warning.

## **Section 10 Handing back the rented property**

- 10.1 The rental relationship ends on the date stated in the rental agreement. This means the rental relationship is not extended for an indefinite period if the tenant continues to use the property after the rental relationship has ended and neither party objects to this extension.

- 10.2 The rented rooms shall be handed back to the Landlord at the end of the rental relationship in a clean condition together with the full inventory and keys.

The tenant is required to be present at the final inspection which shall take place during the facility management's office hours. The inspection date must be agreed with the facility management. The proper handover of the room or the defects found shall be recorded on a routing slip. The tenant must state their new address and bank account information for the repayment of the deposit on this form. If the tenant fails to attend the arranged appointment, the facility management has the right to enter and inspect the room without the tenant being present.

The Landlord is entitled to repair any damage and defects or have them repaired at the tenant's expense where these have been caused by the tenant.

If the accommodation is not handed over properly by the tenant when they move out, the costs incurred by the Landlord will be charged to the tenant, in addition to an additional administrative fee in accordance with the scale of fees.

- 10.3 The Landlord may remove personal property left by the tenant in the rented or shared rooms, in contravention of their obligation to remove it, after the rented property has been handed back. The Landlord is also entitled to dispose of items of no recognisable value.



The landlord is liable only for damage or losses that occur during storage in the event of intent or gross negligence. Under no circumstances is the Landlord obliged to insure the items or to take further security measures.

The tenant shall pay pecuniary damages for any expenses incurred by the Landlord as a result of their failure to remove the items. The Landlord is entitled to refuse surrender until these or other claims arising from the rental relationship have been settled by exercising its lien as Landlord.

The Landlord is also entitled to reoccupy the room.

## **Section 11            Subletting**

11.1 Any subletting or granting of permission to use the rented rooms to third parties, even in part, is prohibited without the Landlord's prior consent. This also applies to the prevention of overcrowding by admitting third parties to the rooms occupied by the tenant, even if this is for a limited period of time. The Landlord is entitled to expel or bar from the premises any persons who cannot identify themselves as tenants. Non-compliance will result in the rental agreement being terminated with immediate effect.

11.2 Some of the halls of residence run by the Landlord have what are known as accommodation departments (*Wohnungsreferate*). These accommodation departments are managed and supervised by the tutors of the hall of residence. Tenants can list their rooms for subletting via this department. In these halls of residence, subletting is only possible via the accommodation department responsible for the respective hall of residence; this does not affect section 11.1.

The fundamental data required for the purpose of subletting are regularly forwarded by VSSW to the accommodation departments.

In halls of residence without an accommodation department, subletting is possible via an application form provided by the VSSW, which is available from the caretaker. The tenant will be charged a fee in accordance with the schedule of fees for any unauthorised subletting. The payment of the fee does not nullify the measures set out in section 11.1.

In this case, the tenant's obligations arising out of the rental agreement shall remain in place. Furthermore, the subtenant must also agree in writing to all provisions of the rental agreement, the general rental terms and conditions for the student halls of residence managed by VSSW and the house rules. Both are jointly and severally liable for all claims

## **Section 12            TV coverage**

12.1 The tenant may not make any changes to existing connections, in particular they are not permitted to connect any additional outlets to the communal installation.

12.2 The installation of external antennae (satellite) is not permitted due to the short-term nature of the rental relationship, and as cable or satellite coverage is available.

## **Section 13            Waste disposal**

The waste generated must be separated in accordance with current regulations and disposed of in the appropriate containers. Failure to comply will result in an administrative fee being charged in line with the schedule of fees plus the disposal costs incurred.

## **Section 14            Correspondence**

Any written correspondence sent by the Landlord to the tenant shall be deemed to have been received when it is deposited in the tenant's letterbox. The tenant is obliged to appoint a person authorised to take receipt of their correspondence in the event of prolonged absence, e.g. during the semester break..

## **§ 15 Promotion of intercultural exchange**

In order to promote intercultural exchange, VSSW shares data on tenants with the universities and academies for the purpose of social programmes designed to provide support or encouragement for students.

## **Section 16 Severability clause**

Should one or more provisions of these general rental terms and conditions be invalid, the validity of the remaining provisions shall not be affected. A replacement provision to achieve the same economic or legal result within the limits permitted by law shall be deemed to have been agreed.

## **Section 17 Obligation to provide information pursuant to the Consumer Dispute Resolution Act**

In accordance with the Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz*), VSSW is neither prepared nor obliged to participate in a dispute resolution procedure with a consumer arbitration board.

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*Last updated: 1 January 2022*