

## **General rental conditions for the residential facilities of the Studierendewerk Paderborn, a public-law institution (valid from 1 March 2026)**

### **Framework Statutes and Occupancy Concept**

#### Preamble:

The provision of rental accommodation in student residences constitutes indirect state support. As there are only a limited number of places available in student residences and the aim is to provide state-subsidised accommodation to as many students as possible on a rotation basis, rentals are exclusively for a limited period.

All enrolled students are eligible for accommodation. Allocation is based on the chronological order of complete applications.

The maximum length of stay is 6 semesters.

In cases of hardship, an extension to a maximum of 10 semesters is possible at the discretion of the landlord.

### **1. Handover of the rental property upon moving in:**

- (1) The rental property will only be handed over after the rental agreement has been concluded (start of the agreement) and, as a rule, only from Monday to Friday. If the start of the agreement falls on a public holiday (NRW), Christmas Eve, New Year's Eve, Saturday or Sunday, the handover will only take place on the following working day. There is no entitlement to a rent reduction in this respect. The handover is carried out by the local hall of residence administration or the caretaker of the relevant residential complex. The exact move-in times must be agreed in advance by the tenant with the respective caretaker of the residential complex.
- (2) The condition of the rented property at the time of handover must be recorded in the form of a handover or move-in report. The tenant can only claim for defects in the rented property that were present at the time of moving in if they were noted during the handover and recorded in the report. By signing the report, the tenant acknowledges that the rental property is in proper condition. Any restrictions must be noted in the report. If the tenant notices any hidden damage or defects in the rental property after moving in, these must be reported to the landlord (property management) in writing within one week of moving in. If the tenant fails to do so, they cannot claim at a later date that the defects were already present at the time of handover. The tenant is at fault for not reporting the defect, in particular if the defect is readily apparent to everyone.

## **2. Keys:**

- (1) The tenant will be given the keys by the employee on site when moving in for the duration of the tenancy.
- (2) The tenant is prohibited from replacing lock cylinders or locking devices installed by the landlord with others (of their own), having keys copied themselves or giving the keys to third parties.
- (3) The loss of keys must be reported immediately to the landlord (property management or caretaker in the residential complex). The circumstances of the loss must be reported to the landlord in writing and, if necessary, confirmed in a statutory declaration. The procurement of replacement keys and cylinders, as well as the locking system if necessary, shall be carried out exclusively by the landlord at the tenant's expense, provided that the tenant is at fault for the loss or damage of the key. If the tenant is not at fault, this must be proven.
- (4) The landlord is also entitled to have the relevant lock cylinder replaced if the key is lost. The landlord is entitled to charge compensation for the replacement of the lock cylinder in the amount of the costs incurred. This does not exclude the assertion of further damages.
- (5) Upon moving out, all keys provided to the tenant must be returned by the tenant to the landlord's representative.

## **3. Use of the rented property, rental period limitation and eligibility to reside:**

- (1) For the specific purpose of education at the universities for which the landlord is responsible in accordance with the Student Services Act of North Rhine-Westphalia (University of Paderborn, Catholic University (Paderborn department), Hamm-Lippstadt University of Applied Sciences), the rental property is rented for residential purposes exclusively for the personal use of the tenant. However, if the tenant is not admitted, interrupts or terminates their education, the tenancy does not end, but can be cancelled or terminated. Upon application with a valid reason, a temporary extension beyond the specified period may be granted.
- (2) Furthermore, rental agreements may be concluded with students of all universities and (technical) colleges, provided that they pay the social contribution.
- (3) The tenant undertakes to live together with the other tenants of the house in a spirit of trust and mutual respect.
- (4) The tenant has access to the rooms and areas intended for communal use in accordance with their designated purpose. These are not part of the tenancy agreement, but are merely made available for shared use free of charge. This sentence is not relevant to the residential complex in Hamm.

- (5) The parties to the tenancy agreement agree that the landlord has an interest in limiting the tenancy period, as the residential complex is intended for students and the number of accommodation places is limited, meaning that as many students as possible should be provided with accommodation on a rotation basis.
- (6) In the event of termination of studies, for whatever reason, the tenant undertakes to notify the student services organisation immediately, at least within two weeks of de-registration.
- (7) The tenant is obliged to register immediately with the local residents' registration office at the address of the rented property. Upon request, he/she must provide the landlord with proof of registration in a suitable form, in particular by presenting a current registration confirmation.
- (8) The landlord reserves the right to assign the tenant another room of a similar type and quality. The tenant is not permitted to move to another room in the residential complex without authorisation.
- (9) The tenant is not permitted to install their own blackout blinds or decorations that are visible from the outside.

#### **4. Certificate of enrolment:**

- (1) The tenancy agreement is based on the fact that the tenant is a student at a university or technical college. Therefore, upon conclusion of the contract and annually thereafter on 31 October, as well as upon separate request by the landlord, the tenant must provide proof of enrolment or continued enrolment by presenting a certificate of enrolment.
- (2) If the tenant fails to comply with their obligation to provide proof, the landlord may terminate the tenancy agreement without notice for good cause after issuing a warning with a deadline.

#### **5. Rent and operating costs**

We offer two specific types of contracts for the residential complexes:

##### A *Living space with utility bill:*

- (1) In addition to the basic rent, the tenant must pay the proportionate operating costs within the meaning of the Operating Costs Ordinance in its currently valid version or subsequent ordinance, regardless of the actual use of individual services, unless these are recorded and calculated separately. The tenant shall make a monthly advance payment for this, which is to be paid together with the rent.

List of operating costs within the meaning of the II. Operating Costs Ordinance (BetrKV) in the version dated 1 January 2024:

1. The ongoing public charges for the property.
2. The costs of water supply.
3. The costs of drainage.
4. The costs of heating.
  - a. The costs of operating the central heating system, including the exhaust system.
  - b. The costs of operating the central fuel supply system.
  - c. The costs of independent commercial heat supply, including from systems as defined in point (a).
  - d. The costs of cleaning and maintenance of floor heating systems and individual gas appliances.
5. The costs of hot water supply.
  - a. The costs of operating the central hot water supply system.
  - b. The costs of independent commercial hot water supply, including from systems as defined in point (a).
  - c. The costs of cleaning and maintaining hot water appliances.
  - d. The costs of the associated heating and water supply.
6. The costs of the associated heating and water supply systems.
7. The costs of operating the passenger and goods lift.
8. The costs of street cleaning and waste disposal.
9. The costs of building cleaning and pest control.
10. The costs of garden maintenance.
11. The costs of lighting.
12. The costs of chimney sweeping.
13. The costs of property and liability insurance.
14. The costs of the caretaker.
15. The cost of antenna and cable connection.
  - a. The cost of operating communal antenna systems.
  - b. The costs of operating the private distribution system connected to the broadband cable network.
16. The costs of operating laundry facilities.
17. Other operating costs (including costs not covered in 1 - 16):
  - a. General electricity costs.
  - b. Costs for maintenance and filling of fire extinguishers.
  - c. Costs for monitoring and testing lightning conductor systems.
  - d. Rental costs for smoke detectors.
  - e. Drinking water testing (e.g. for Legionella).
  - f. Cleaning of gutters.
  - g. Costs for automatic electronic fire alarms.
  - h. Inventory insurance.

This list is not exhaustive. It is based on the current version of the Operating Costs Ordinance (BetrKV).

- (2) At the end of each financial year, the landlord shall prepare a statement of the operating costs of the residential complex and the advance payments made.
- (3) If the tenant moves out during an accounting year, the operating costs will be distributed in the next statement due in proportion to the rental period in relation to the accounting year. Any additional claims must be settled by means of an additional payment; any surplus will be refunded. An appropriate adjustment to the advance payment may be made for the future.
- (4) If new public charges are introduced, the operating costs increase or new operating costs arise, these may be apportioned by the landlord within the framework of the statutory provisions and appropriate advance payments may be set.
- (5) Ancillary costs (property tax, insurance, building cleaning, etc.) are billed based on the living and usable space of the flat. Energy costs (heating and hot water) are allocated 70% according to recorded consumption and the remaining 30% according to living and usable space. Consumption costs such as drinking water and waste water are also billed according to actual consumption.  
Unless otherwise agreed in the contract, the costs of internet fees are allocated according to port sockets (only applies to Mersinweg 4).
- (6) The allocation basis and billing period may be determined by the landlord at his reasonable discretion if this is not or not fully regulated in the contract. They may be changed at reasonable discretion if urgent reasons of proper management so require.

**B Living space with warm rent**

- (1) In the case of tenancies with an agreed flat-rate rent, the items listed under point A are paid as a lump sum in addition to the basic rent and, if applicable, the costs for furniture and internet connection.
- (2) At their reasonable discretion, landlords are entitled in both types of contract to increase the rent by means of a unilateral declaration to the tenant, providing detailed information about the increase. The increase then applies from the first day of the month following receipt of the declaration.

**6. Payments, SEPA direct debit, fees:**

- (1) The rent is payable monthly in advance by the 5th working day (Monday to Friday) of the month. The deposit and the first rent payment are to be transferred by the tenant; subsequent rents will be debited from the account.
- (2) The tenant undertakes to issue a SEPA direct debit mandate for the duration of the tenancy. Failure to submit a valid SEPA direct debit mandate may result in termination of the tenancy. The rent payable will be debited monthly from an account to be specified by the tenant. The tenant expressly authorises the landlord to debit the account on the due date or

after giving reasonable notice, to debit all payments related to the tenancy (e.g. deposit, additional payments from operating cost statements, administrative costs, reminder fees, interest on arrears, costs of unsuccessful direct debit attempts, compensation for use, damages).

- (3) If the landlord does not have a valid direct debit mandate, claims must be transferred to the account of the Paderborn Student Services Association when due:

Sparkasse Paderborn–Detmold

IBAN: DE14 476501300016 003 337 BIC: WELADE3LXXX

The timeliness of transfers depends on the date on which the amount is credited to the landlord's account (value date).

- (4) If the tenant is in arrears with the payment of rent, they must compensate the landlord for the additional administrative costs (reminders, etc.) incurred as a result of their delay. A flat-rate expense allowance of EUR 10 per reminder will be charged for this. The tenant is entitled to prove that no damage or significantly less damage than the flat-rate reminder costs has been incurred. The assertion of higher damages for delay and the right to terminate the contract without notice remain unaffected.

## **7. Deposit:**

- (1) The deposit is due before moving in and does not bear interest (Section 551 III sentence 5 BGB). The tenant may not offset the deposit against claims by the landlord during the term of the tenancy. Any remaining deposit balance shall be refunded after the final rent statement has been prepared. It shall expire 6 months after the final rent statement has been prepared if it cannot be refunded for reasons for which the landlord is not responsible.
- (2) The deposit shall be used to settle any claims the landlord may have against the tenant that are still outstanding after the end of the tenancy. The repayment of the deposit or part thereof shall not affect the assertion of additional claims in accordance with Section 5 (2). The landlord is also entitled to retain a reasonable amount of the deposit for any expected additional claims arising from outstanding operating cost statements.

## **8. Liability of the landlord:**

- (1) The landlord's strict liability for material defects existing at the time of conclusion of the contract (guarantee liability) is excluded; Section 536a (1) first alternative BGB does not apply in this respect.
- (2) The landlord is only liable for personal injury and property damage to the tenant and his visitors in the event of his own fault or the fault of his vicarious agents. The

Scope of liability is limited to intent and gross negligence. The limitation of liability does not apply in the event of injury to life, limb or health.

Liability for the breach of cardinal obligations (provision and maintenance) is also excluded from the limitation of liability.

- (3) The tenant may only offset the rent claim or assert a right of retention if he/she is entitled to claim damages for non-fulfilment of the landlord's obligations (Section 536a BGB) and if the tenant has given written notice of his/her intention at least one month before the rent is due.

The tenant is only entitled to a reduction in rent if the defects are not insignificant (§ 536 I S.3 BGB) and the landlord was notified of the defect in good time so that it could be remedied. The notification must be made in writing to the administration of the Paderborn Student Services Association, Housing Administration, Mersinweg 2 in 33100 Paderborn.

- (4) A reduction is excluded for impairments of use resulting from measures to maintain or improve the rented space or the building or caused by external factors.
- (5) If the tenant is obliged to make payments within the tenancy for various reasons, the landlord is free to decide to which debt the tenant's incoming payments are to be applied, regardless of the stated purpose.

## **9. Obligations of the tenant:**

- (1) The tenant undertakes to treat the rooms, facilities and outdoor areas intended for communal use with care and consideration during the term of the tenancy and to always leave them clean.
- (2) The tenant is responsible for cleaning the rented property and for ensuring adequate ventilation and heating of the rooms provided to him/her during the term of the tenancy. He/she must ensure that this obligation is fulfilled even in his/her absence. If he/she culpably fails to do so and this results in damage to the rented property, he/she is obliged to compensate the landlord for the damage incurred.  
The final cleaning due at the end of the tenancy and regulated in point 20.1 remains unaffected by this.
- (3) No aggressive cleaning agents or care products may be used to clean showers, toilets, washbasins, kitchenettes and floor coverings. The tenant shall be liable for any damage caused by the use of unsuitable agents or their improper use, provided that he/she is at fault.
- (4) Members of a shared accommodation group (flat share, closed corridors, etc.) are jointly responsible for cleaning the communal areas within the accommodation group. This applies in particular to the kitchen, bathroom and toilet. The tenants must jointly agree on a

cleaning schedule and display it in the shared kitchen if the room is part of a shared accommodation group.

- (5) The landlord is entitled, after giving prior notice, to inspect the premises to check whether the tenant is fulfilling his/her cleaning obligations to a sufficient extent and whether the rented space is in a good condition.

If the tenant fails to fulfil his/her cleaning obligations, the landlord is entitled, after issuing a warning and setting a deadline, to carry out the necessary cleaning work or have it carried out at the tenant's expense.

If the cleaning schedule shows who was responsible for cleaning at that time, that person shall be primarily responsible. In shared flats or closed corridors, the tenants are jointly and severally liable for fulfilling the cleaning obligations. They can also be held jointly and severally liable for the costs.

- (6) The tenant undertakes in particular to treat the rented premises, the common areas, the furnishings and the outdoor facilities with care. He/she acknowledges and agrees that a breach of the duty of care entitles the landlord to terminate the tenancy agreement in addition to asserting claims for damages.

The same applies to violations of the house rules, which the tenant acknowledges as binding in their current version. The parties agree that the house rules (appendix) handed over to the tenant upon conclusion of the tenancy agreement are an integral part of the tenancy agreement.

- (7) The tenant undertakes to check the functionality of the smoke detectors at least once a year and to notify the landlord in writing immediately of any defects. If this obligation is not fulfilled, the tenant shall be liable for any consequential damage resulting therefrom.

- (8) The tenant shall be liable, regardless of fault, for any loss or damage caused by him/her, his/her visitors and agents, as well as their vicarious agents. If such loss or damage affects the rented premises themselves, the tenant shall bear the burden of proof that it was not caused by the aforementioned persons. Compensation shall be paid in the amount necessary to repair the damage or, if this is impossible or impracticable, to replace or renew the damaged item. This shall not affect the landlord's right to claim further damages.

- (9) Smoking is not permitted in the private rooms. Cleaning and renovation work required as a result of smoking in the private rooms shall be borne by the tenants.

## **10. Renovation clause**

The tenant shall bear the cost of cosmetic repairs.

## **11. Structural alterations by the tenant and measures for maintenance or improvement:**

- (1) The tenant must tolerate measures taken by the landlord that are necessary or appropriate for the maintenance or repair of the house, the rented premises or for hazard prevention. Reference is made to Section 555 a of the German Civil Code (BGB).  
The tenant must keep the rooms in question accessible and must not hinder the execution of the work. Violation of this obligation may result in claims for damages.
- (2) Furthermore, the tenant must tolerate any effects on the rented property if these are related to modernisation measures. In this respect, § 555 b ff BGB (German Civil Code) applies.
- (3) The tenant may not make any structural or other changes within the rented premises or to the facilities and equipment located therein that exceed the contractual use of the rented property without the written consent of the landlord.
- (4) If the tenant has made structural alterations with the consent of the landlord, they must, in principle, reverse these alterations when returning the rented property and restore it to its original condition. The tenant is only exempt from this obligation if the landlord has confirmed in writing that restoration to the original condition is not necessary or not desired by the landlord upon moving out. The tenant must submit this request to the landlord in good time before the end of the tenancy.
- (5) As there are washing machine and dryer rooms in the rental property, the tenant is prohibited from installing additional appliances in the rented property. The tenant is also prohibited from drying laundry in the rented property.

## **12. Access to the rented property by the landlord:**

- (1) In the following cases, the tenant is obliged to allow the landlord or his representative access to the rented premises by appointment during normal business hours:
  - a. For justified reasons at reasonable intervals to check the condition of the rented property;
  - b. to take water samples required by the Drinking Water Ordinance or ordered by the authorities;
  - c. for the performance of work (maintenance and repair of the rented premises, as well as rectification of defects, maintenance of smoke detectors) and reading of meters;
  - d. for the purpose of re-letting after termination or when the end of the tenancy is imminent;
  - e. for a preliminary inspection of the rented property before the return date.
- (2) Access must be granted at all times in order to avert danger to life or health and to prevent significant damage to property.

- (3) In principle, the landlord may only enter the rented premises with the consent of the tenant. The measure/inspection must be announced at least 3 days in advance.
- (4) The landlord is only entitled to enter the rented property in the absence of the tenant and without the tenant's consent in the event of imminent danger and in the event of the right of self-help pursuant to Section 229 of the German Civil Code (BGB).
- (5) If the tenant refuses access to the rented property or is not present at an announced/agreed appointment, he/she must compensate the landlord for the resulting damage (e.g. additional travel costs for tradesmen).
- (6) The tenant shall be given the opportunity, in the event that they are unable to be present at a date announced by the landlord or are unable to appoint a trusted person, to give the landlord timely written consent to enter the rented property in their absence.
- (7) Common areas, corridors and other rooms that are also accessible to visitors or third parties may be entered by the landlord at any time without prior notification. The same applies to rooms that are not included in the rental agreement but are merely permitted to be used jointly.

### **13. Internet:**

The tenant confirms by signing a separate declaration that they have received and taken note of the terms of use for internet access.

### **14. Keeping of animals:**

The tenant is not permitted to bring animals into the flat, keep animals or allow third parties to bring animals into the flat. For common small animals such as birds in cages, fish in aquariums, etc., written permission will be granted upon request to the property management. This permission may be revoked at any time by the property management if residents feel disturbed ( noise or odour nuisance, etc.).

"Dangerous" animals such as spiders and/or snakes are not permitted, even in cages. The number of animals may be limited by the property management company.

### **15. Early termination, tacit renewal:**

- (1) A rental termination agreement for early termination is possible upon presentation of a certificate of exmatriculation. In this case, the contractual relationship ends at the end of the following month in which the certificate of exmatriculation is received by the Paderborn Student Services Association. The tenant is liable for all consequences arising from failure to give timely notice.

- (2) The tenancy agreement can be terminated by either party without notice if the legal requirements are met.
- (3) The landlord may terminate the tenancy agreement without notice in particular if
  - a. the tenant significantly infringes the landlord's rights by neglecting the care incumbent upon him/her and thereby significantly endangering the rented property, or
  - b. they transfer it to a third party without authorisation (Section 543 II No. 2 BGB), or
  - c. is in arrears with the payment of the rent or a significant portion of the rent for two consecutive dates (§543 II No. 2a BGB), or
  - d. has defaulted on the payment of rent for a period extending over more than two dates in an amount equivalent to two months' rent (§ 543 II No. 2 b BGB).
- (4) Notice of termination must be given in writing and, if given by the tenant, must be sent to the  
Studierendenwerk Paderborn,  
Wohnraumverwaltung,  
Mersinweg 2  
33100 Paderborn.
- (5) A tacit extension of the tenancy beyond the termination date is excluded (§ 545 BGB) and does not apply.

#### **16. Handover of the rented property upon moving out:**

- (1) When the rented property is handed over, its condition shall be determined in the presence of the tenant by a representative of the landlord and recorded in writing. The tenant acknowledges the determined condition by signing the document. Any subsequent claims for non-hidden defects or faults shall have no legal effect.
- (2) Upon termination of the tenancy, the rented space, including furniture, must be swept and handed over in a cobweb-free condition. The condition of the space and furnishings will be recorded in an acceptance report. The tenant is obliged to be present during the acceptance inspection, which will take place during the property management company's office hours. The acceptance date must be agreed with the property management/caretaker in good time (at least one week in advance).
- (3) If the tenant does not take possession of the items brought in, the landlord may store them at the tenant's expense for a daily storage fee of EUR 10, which is hereby bindingly agreed subject to further rights. The tenant is entitled to prove that no damage or significantly less damage than these flat-rate costs has been incurred. The lessor shall only be liable for loss, destruction or damage to the items in the event of intentional or grossly negligent behaviour on the part of its vicarious agents. If the items are not collected or the storage fee is not paid within one month, the tenant's ownership of these items shall be deemed to have been relinquished. The lessor shall be entitled to dispose of the items at its discretion

without the tenant being entitled to any claims, which the tenant hereby waives definitively and irrevocably.

- (4) In the event of damage to the rented property or the furnishings located there, the tenant shall be liable for damages. In the event of damage to the rented property or the furnishings, the tenant is responsible for proving that he/she is not responsible for the damage. The tenant is also liable for persons to whom he/she has granted access to his/her rooms, regardless of their fault in the damage.

#### **17. Tenant liability:**

- (1) If several persons have jointly rented the living space (group tenancy agreement), they are jointly and severally liable for all obligations arising from the tenancy. Each tenant must accept facts relating to the person or behaviour of the other tenants or authorised users of the rented property that affect the tenancy or give rise to damages, both for and against themselves.
- (2) If the tenancy agreement of individual tenants ends, the new tenant shall enter into the tenancy agreement. A written agreement supplementing the tenancy agreement shall be concluded regarding the termination of the tenancy agreement and the entry of the new tenant. If the remaining tenants have concerns about releasing co-tenants from the tenancy agreement due to joint and several liability, this must be communicated to the landlord in writing within one month of becoming aware of the situation.
- (3) Declarations concerning the existence of the tenancy agreement must be submitted to the landlord by all tenants. Nevertheless, the landlord is entitled to accept a declaration of intent submitted by only one tenant, in particular one aimed at terminating the tenancy agreement, as if this declaration had been submitted by all tenants. The tenants hereby expressly agree to this and authorise each other to submit and accept corresponding declarations of intent.

#### **18. Data protection information and information in accordance with Articles 13 and 14 of the EU General Data Protection Regulation (GDPR):**

(1) Collection and storage of personal data

The following personal data is collected for the purpose of initiating and executing the tenancy agreement:

- Contact details of the tenant(s), such as first and last names, date of birth, address, telephone (landline and mobile), fax, email address and
- data required for the execution of the tenancy agreement, such as account and payment details, contract, property and apartment details, living space, consumption data for heating/hot water/water, correspondence.

The purpose of data processing is to ensure that the landlord's obligations under this agreement and its execution towards the tenant(s) can be fulfilled and that the landlord can verify the fulfilment of the tenant(s)' obligations (contract fulfilment in accordance with Art. 6(1)(b) and (f) GDPR).

The data is also collected, processed and stored electronically by the landlord for as long as this is necessary to fulfil his legal and contractual obligations. After termination of the tenancy, the personal data of the tenant(s) will be deleted at the latest after expiry of the statutory limitation periods (§§ 195 ff. BGB), unless it is required for the fulfilment of tax and/or commercial law obligations (retention obligations/periods) of the landlord.

The landlord shall ensure that the personal data of the tenant(s) is protected from access and disclosure to third parties by means of appropriate technical and organisational measures.

(2) Transfer of data to third parties

Insofar as this is necessary for the processing of the tenancy agreement in accordance with Art. 6 (1) sentence 1 lit. b GDPR, personal data will only be passed on to the following parties to the extent necessary and in each individual case:

- Meter reading and billing companies as well as utility companies
- Authorities/tax office
- Building insurers and liability insurers
- Caretakers, tradesmen, service providers
- Estate agents
- Tax and legal advisors and banks

Where necessary, a contract for so-called commissioned data processing is concluded with these service providers.

Personal data may only be passed on if this is necessary for the proper fulfilment of the tenancy agreement. Employees and contracted service providers are obliged to maintain confidentiality and comply with data protection regulations. Data will not be passed on for advertising purposes.

Automated decision-making (including profiling) within the meaning of Art. 22 GDPR is not used. Furthermore, the tenant's data will not be transferred to third countries.

(3) Data controller/company data protection officer

The landlord or persons authorised by the landlord are responsible for data processing. In this regard, reference is made to the rental agreement.

The data protection officer of the above-mentioned responsible party can be contacted at the same address.

(4) Reference to the rights of the tenant concerned

The tenant has the right to:

- Withdraw consent once given (Art. 7(3) GDPR);
- Information about the personal data stored (Art. 15 GDPR);
- Correct or delete data (Art. 16 and 17 GDPR);
- Restriction of the processing of personal data (Art. 18 GDPR);
- Transferability of his personal data (Art. 20 GDPR);
- Right to lodge a complaint with the competent supervisory authority (Art. 77 GDPR);
- Objection to the processing of personal data (Art. 21 GDPR).

The tenant has taken note of the information contained in this appendix and the associated data protection declaration. These form an integral part of the tenancy agreement.

### **19. Miscellaneous:**

(1) The landlord accepts no liability for:

- a. loss or damage to items brought onto the premises, including due to defects and faults in the building and its facilities, unless the damage or loss was caused intentionally by the landlord or its vicarious agents,
- b. improper delivery or loss of mail or items delivered to the tenant,
- c. visible defects existing at the time of handover of the rented space that have not been reported in writing,
- d. damage to and loss of vehicles, even if they are parked in the designated parking areas or in other areas of the residential complex designated for this purpose. The landlord accepts no liability for damage caused to tenants by persons who are not employees of the Paderborn Student Services Organisation.

(2) Transfer of the rented premises to third parties:

Any subletting or transfer of use of the rented premises to third parties, even in part, is prohibited without the landlord's permission. The same applies to the admission of third parties to the premises occupied by the tenant. Violations entitle the landlord to terminate the contract without notice after prior warning.

(3) The tenant is also not permitted to:

- a. Bringing in additional furniture (in furnished rooms) and large household appliances (such as washing machines, refrigerators, etc.) as well as other energy-intensive appliances without the landlord's consent, or changing the furnishings and fittings of the room. This also applies to painting the walls, ceilings, radiators, windows, floors and furnishings owned by the landlord in a different colour,
- b. leaving the items brought in the rented room or building after the end of the tenancy, unless the landlord asserts a landlord's lien on them,
- c. to have keys made or to give keys to other persons,
- d. parking deregistered vehicles in the car parks belonging to the residential complex. In the event of a violation, the landlord is entitled to remove the vehicle or have it towed away after issuing a warning. The costs shall be borne by the tenant. The landlord reserves the right to assert further claims for compensation. Kitchens, showers and washing machine rooms may only be used by residents of the building.

Violations of the provisions set out in paragraph 3 entitle the landlord to terminate the tenancy agreement without notice after issuing a warning and setting a deadline.

- (4) The house rules in the residential complexes managed by the Student Services Organisation are enforced by the management, which in turn delegates the house rules to the building management. The latter may delegate the house rules to the respective caretakers/administrators responsible for the residential complexes.

**20. Return of the rented property, final cleaning fee:**

- (1) Upon termination of the tenancy, the tenant must return the rented property by no later than 10 a.m., cleared of their personal belongings and with all rented inventory returned. The tenant is only obliged to hand over the rented property in accordance with point 11 (2). The landlord shall carry out a comprehensive final cleaning at the tenant's expense. The final cleaning shall be carried out promptly after handover to the landlord so that the rental property can be re-let. The flat-rate costs of €150.00 for a single apartment and €130.00 for a shared room shall be borne by the tenant.
- (2) The property management company must be notified in writing of the planned move-out date at least one week in advance. A handover date must be agreed with the property management company, taking into account their office hours, on which a representative of the landlord will record the condition of the rented property and the furniture in a written report. This must be signed by the tenant.
- (3) The tenant is obliged to inform the landlord of their new address before moving out.

**21. House rules:**

- (1) Living together in a residential complex requires mutual consideration for one another, therefore any disturbance of the peace and harassment of fellow residents and neighbours must be avoided.
- (2) Tenants must bear in mind that rent and ancillary costs only cover costs and that their amount depends on everyone making an effort to maintain the property entrusted to them and to keep consumption costs for water, gas and electricity within normal limits (energy saving). Showers, bathrooms, kitchens, etc. may only be used by residents. Unnecessary consumption leads to an increase in general costs and thus to an increase in the contractual rent.
- (3) Disturbances of the peace are not permitted. Between 1 p.m. and 3 p.m. and after 10 p.m., utmost quiet must be maintained. This also applies to radio and television reception that can be heard by other residents.
- (4) Rubbish and waste must be disposed of in the containers provided for this purpose.
- (5) Bulky waste such as furniture and mattresses does not belong in the household waste and must be disposed of by the tenant themselves. Items left illegally in the residential complex will be disposed of at the tenant's expense.

- (6) Nothing may be thrown or poured out of the windows or from the balconies. The rooms, corridors and stairwells must be kept clean.
- (7) It is forbidden to store objects of any kind (especially bicycles, etc.) in the room, stairwell or corridors. Shopping trolleys are not allowed on the premises of the residential complexes. Escape routes must be kept clear at all times. For safety reasons, the smoke protection doors in the corridors must be kept closed. Events of any kind are prohibited in the stairwell and corridors.
- (8) The tenant is responsible for any damage to the walls caused by attaching shelves, pictures, etc. The use of screws, nails, thumbtacks, etc. on furniture, doors and in wet rooms is not permitted.
- (9) The connection of heating devices is not permitted. Any modification of electrical wiring and connections is also prohibited.
- (10) The installation of outdoor antennas, awnings and external blinds, as well as the placement of flower pots outside the window, is not permitted.
- (11) Radio and television sets must be registered with the fee collection centre. The fees are to be paid by the tenant.
- (12) The furnishings provided may not be removed from the rented premises without the written consent of the landlord, and additional furnishings may not be brought in without the consent of the landlord.
- (13) The outer doors of the residential complex must be closed between 11 p.m. and 7 a.m., not only when in use, but also when found open.
- (14) The room must be locked when leaving.
- (15) In the interests of fire safety, highly flammable materials may only be stored in the rented room to the extent necessary.
- (16) The designated rooms and spaces must be used for parking bicycles or motor vehicles. Parking vehicles in other areas of the residential complex is not permitted. The landlord accepts no liability for damage in the event of theft, vandalism, etc.
- (17) When using the lifts, the special rules of use must be observed.
- (18) The mattresses, which rest on the bed frames over their entire surface, must be raised several times a week for ventilation. This is the only way to prevent the formation of mould  
/mould stains on the underside of the foam covers. In the event of damage to a mattress, the tenant shall bear the costs of replacement.

## **22. Duty to provide information under the Consumer Dispute Resolution Act**

The landlord is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board under the Consumer Dispute Resolution Act (VSBG).

However, the Consumer Dispute Resolution Act requires that the tenant be informed of the consumer arbitration board responsible for him/her:

General Consumer Arbitration Board of the Centre for Arbitration e. V. Straßburger  
Str. 8  
77694 Kehl  
Internet: [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de)

## **23. Severability clause:**

- (1) Should any part of these General Terms and Conditions of Rental be void or voidable, this shall not affect the validity of the contract. The invalid provision shall be replaced by a provision that corresponds to the economic and legal purpose of the invalid provision.
- (2) Ancillary agreements and/or amendments to the contract must be made in writing to be legally valid. No ancillary agreements to this contract have been made. Any waiver of the written form requirement must also be made in writing to be valid and cannot therefore be waived, even by mutual agreement, verbally or implicitly.
- (3) The place of performance is Paderborn.