

## Tenancy agreement

Between the Studierendenwerk Paderborn AÖR – as landlord  
and  
xxxx – as tenant, born on xxxx ,  
the following rental agreement is concluded:

### 1. Subject matter of the agreement:

The landlord rents to the tenant the furnished single apartment no. 9/001 with a size of approx. 23.02 m<sup>2</sup> in the student residence at Alois-Fuchs-Weg 1-11 in Paderborn.

Tenancy commencement date xxxxx

End of tenancy (without the need for notice of termination) xxxxx

The monthly flat-rate rent is currently: Basic rent xxxxx

Flat-rate operating costs xxxxx

Rent including operating costs xxxxx

### 1a. Graduated rent:

The contracting parties agree on a graduated rent within the meaning of Section 557a of the German Civil Code (BGB).

Rent for the first months: \_\_\_\_\_ xxxxx

Rent in 2020 (increase of 2,10 €) from 1 May 2024 \_\_\_\_\_ xxxxx

Rent in 2021 (increase of 2,10 €) from 01.05.2025 \_\_\_\_\_ xxxxx

Rent in 2022 (increase of 2,10 €) from 1 May 2026 \_\_\_\_\_ xxxxx

Every 12 months thereafter, the rent will increase again by \_\_\_\_\_ 2,10 €

### 2. Deposit:

The rental deposit is xxxxx.

For further information, please refer to *point 7 of the General Terms and Conditions of Rental*.

### 3. Notice periods:

The tenancy agreement ends on the date specified in point 1 of the tenancy agreement.

**The tenancy agreement can be terminated with three months' notice to the end of the respective semester (31 March or 30 September of each year). To meet the deadline, notice of termination must be received by the Paderborn Student Services Association by 31 December or 30 June at the latest. If the legal requirements are met, it is possible to terminate the agreement without notice (without observing a notice period).**

For all further information/conditions, please refer to the *General Terms and Conditions of Tenancy*, point 15.

### 4. Contract basis and length of stay:

The rented rooms are let for **temporary residential use** for the specific purpose of studying (see *General Terms and Conditions of Tenancy, point 3*).

The tenant acknowledges that the landlord has a legitimate interest in the agreed fixed term of the tenancy, as the limited number of state-subsidised halls of residence places should be made available to as many students as possible on a **rotation basis**. Any extension of the tenancy beyond the above-mentioned date is subject to the relevant provisions of the STW Paderborn allocation guidelines.

### 5. Payment:

The monthly rent is due in advance by the 5th working day (Monday – Friday, receipt of payment by STW) of each month.

The deposit and the first rent payment must be transferred by the tenant; subsequent rent payments will be collected by direct debit. **The tenant is required to grant a direct debit authorisation for the duration of the tenancy.** For further information, please refer to the *General Terms and Conditions of Tenancy*, point 6.

### 6. General Rental Terms and Conditions, House Rules, Inventory List:

The General Rental Terms and Conditions, House Rules and Inventory List form an integral part of the rental agreement. The tenant agrees that the data required for the processing of the tenancy (including rent billing) may be processed by the landlord in accordance with the data protection notices and information pursuant to Articles 13 and 14 of the EU General Data Protection Regulation (GDPR) and the other General Rental Conditions. Any information requested about the type of data stored can be provided by the landlord (Data Protection Act).

### 7. Amendments, subsidiary agreements and additions must be made in writing.

No ancillary agreements to this contract have been made. Any waiver of the written form requirement must also be made in writing to be effective and may therefore not be made verbally or implied, even by mutual agreement.

be waived.

**8. Express acceptance of the General Terms and Conditions of Rental**

I hereby expressly declare that I have received and taken note of all the contractual components set out in points 4, 5 and 6 of this contract, including the General Rental Terms and Conditions and the data protection information contained therein, and expressly accept them.

**9. Severability clause:**

Should any part of this contract be void or voidable, this shall not affect the validity of the contract as a whole. The invalid provision shall be replaced by a provision that corresponds to the economic and legal purpose of the invalid provision.

**10. Place of performance and jurisdiction:**

The place of performance is Paderborn.

This is a translation of the rental agreement in German. Only the original in German is legally binding.

---

....., on .....  
Place, date

Paderborn, on .....

Tenant:

Studierendenwerk Paderborn

-----  
Signature

.....  
Stamp/signature

-----  
2. Tenant's signature