Guide to the rental contract

This guide helps you to understand the rental contract for our dormitories. It features a loose translation and is not legally binding.

The introduction states:

» that the contract is formed between us (Studentenwerk OstNiedersachsen, the landlord) and you (the tenant).

Personennummer (personal number) is a number individual to you. You will need this number for several purposes during your tenancy.

§ 1 states:

» the type and number of the room you are renting and the dormitory this room is in. You are renting the room solely in order to live there.

» the beginning and end date of the rental contract. The contract ends automatically at the stated date. Neither we nor you need to give notice to terminate it.

If your room does not have its own kitchen or bathroom, you are allowed to use the designated shared kitchen and bathroom. You may also use rooms and facilities intended for all residents of the dormitory. These include, for example, the bicycle cellar and the laundry room. When using these rooms and facilities, you need to follow the house rules. We can restrict or terminate this use at any time.

§ 2 states

» in the 1st line: the monthly amount of rent you need to pay
» in the 2nd line the monthly operating costs you need to pay additionally
» in the 3rd line: the added sum of these two items (rent + operating costs) = *the full amount you need to pay monthly*

The rent is due on the 3rd working day of each month at the latest. See Annex 1 for a SEPA-mandate you can fill out which then allows us to collect the rent autmoatically from your account each month.

§ 3 states:

» that you need to pay a one-time deposit of the stated amount (1st sum in the paragraph). This deposit will not bear interest.
» In addition, you need to pay the stated amount (2nd sum) for the final cleaning.

Both sums need to be paid to the stated account at Bank für Sozialwirtschaft. You need to name your personal number (see top of contract) in the transfer

You need to show proof of both payments when handing in this contract

§ 4 states:

» that the rental contract automatically ends on the date specified above (see §2). No termination notice is required.

Rental contracts with a duration of less than 12 months are fixed-term and cannot be terminated early. Only tenants with rental contracts lasting 12 months or longer are allowed to terminate the contract during the rental period.

Termination must be submitted in time according to the following deadlines:

» For the summer semester: by June 30 or July 31.
» For the winter semester: by December 31 or January 31.

The termination deadlines are based on the semester dates of the German university you are enrolled in. The maximum rental period is five years.

§ 5 states:

» that there are additional rights and obligations for both us and you, defined in the General Rental Terms, the House Rules, and the Fire Safety Regulations. Find them attached to the contract.

§ 6 states:

» that you have the right to withdraw from the rental contract within 14 days. You do not need to give a reason. The 14-day period begins on the date the contract is signed (see signature section below). See also Annex 2

§ 7 deals with data processing

By signing the contract, you agree to the data protection information and confirm that the info you have given is correct and complete. Find the data protection information attached to the contract.

§ 8 deals with the severability clause

If one or more of the above-mentioned provisions are completely or partially invalid or void, it does not affect the validity of the remaining provisions. Instead, the invalid or void provisions will be replaced by ones that are legally permissible and come as close as possible to the intended economic interests of both parties.

Signatures

With your signature, you confirm that you have received and taken note of the Rental Terms, the House Rules and Fire Protection Regulations. One of our employees will also sign as proxy of the landlord.

Annexes

1. SEPA mandate
A SEPA mandate is a permission you give to a company or organization to take money directly from your bank account. It's often used to pay bills, like rent or utilities, automatically.

Here's how it works:
By adding your account info and signing this document (the SEPA mandate) you give us permission to withdraw payments you owe us (e. g. rent). We can then collect the money from your account when it's due.

You can request a refund of the amount debited within eight weeks of the debit date. The terms and conditions agreed with your bank apply.

2. Cancellation policy (refers to §6 of the rental contract)
1. Right of cancellation
States that:
» You have the right to withdraw from this rental agreement within 14 days. You do not need to give a reason. The 14-day period begins on the date this contract is signed (see page with signatures).
» To cancel the contract, you need to inform us of your intent to cancel via e-mail or letter to the adress named in the contract.
» You can use the attached cancellation form if you like. You can also use your own form.
» To meet the cancellation deadline of 14 days, you need to send in your cancellation at any point before the deadline expires.

2. Consequences of cancellation
States that:
» After the cancellation, we must refund all payments that we have received from you, at the latest 14 days after we have received your notification.
» We will repay you using the same method you have used for the original transaction – unless we make another agreement.
» If you want your rental contract to begin before the end of the cancellation period, you need to pay a fee covering the services provided until then (in accordance with the stated article).
» Your signature confirms that you have read and undestood the cancellation policy in full.

3. Sample cancellation form
To cancel you contract within the 14-day cancellation period, fill in your info and send the form back to the postal or e-mail address stated on the form.

We're attaching this form as an aid to you. Using this form is not mandatory. You can also use your own form.