

Residential lease agreement

§ 1 Rental property

1. The Tenant rents the room X in the housing complex for students. The room was handed over to the Tenant in a renovated condition.
2. Furthermore, the Tenant is entitled to use the common areas (bathroom, kitchen, hallway etc.) of the apartment together with the other tenants of the apartment.

§ 2 Rental period

1. The lease begins on dd.mm.yyyy and runs indefinitely.
2. The minimum term of the lease is 6 months. The Tenant is entitled to terminate the lease after the expiry of the minimum term in accordance with the statutory provisions. The period of notice is based on the German Civil Code (Bürgerliches Gesetzbuch): Notice of termination may be given no later than the third working day of a calendar month with effect from the end of the month after next.

§ 3 Rent

1. The rent per month is: €€,€€
2. The rent is a lump sum rent and includes all operating costs. A pitch must be rented separately and is **not** covered by the rent.
3. The total amount of the rent shall be paid no later than the 3rd calendar day of each month to the following account of the Landlord with mandatory indication of the reference number in the purpose of payment:
4. The timeliness of payment does not depend on the dispatch, but on the receipt of the money. In case of default of payment, the Landlord is entitled to demand dunning costs in the amount of 10.00 €.

§ 4 Extraordinary right of termination of the Landlord

1. The Landlord's statutory extraordinary rights of termination shall apply and, in addition, the following provisions.
2. The Landlord may terminate the lease without notice if the Tenant is in default of payment for two consecutive dates and more than one month's rent. The same applies if the Tenant is in arrears with an amount that reaches the rent for two months in a period that extends over more than two months.
3. The Landlord may terminate the lease if the tenant, despite warnings, violates the house rules or otherwise in any way disturbs the peaceful coexistence in the property.

4. Further damage caused by the fact that the room or apartment is empty during the contractual term of the lease shall also be borne by the Tenant.
5. If the Tenant continues the use of the room or apartment after the expiry of the tenancy, the tenancy shall not be tacitly extended or re-established.

§ 5 Rental security

1. 28 days prior to the commencement of the lease at the latest, the Tenant shall pay to the Landlord, as security for all claims of the Landlord arising from the lease, a rental deposit in the amount of two lump sum rents in accordance to the account specified under § 3 para. 3.
2. The release of the agreed rental security shall take place after termination of the tenancy and fulfilment of all obligations of the Tenant under this tenancy agreement. If the Tenant does not return the room or apartment in a condition in accordance with the contract or if there are still rent arrears or other claims arising from the tenancy, the landlord may satisfy these claims, including any legal costs, from the rental security. Worn and tear that go beyond normal signs of wear are fixed by the landlord and are to be satisfied from the security of the rent. Settlement of the rental security provided with full or partial repayment upon termination of the tenancy does not constitute a waiver of claims by the Landlord, in particular a waiver of claims for damages.

§ 6 Use of the rented premises

1. The leased property may in principle only be used for residential purposes. The use for a business or commercial activity is not permitted.
2. The Tenant shall provide regular and sufficient heating and ventilation of the leased property. Electricity and fuel must be handled with care. The installations and equipment in the room and apartment, such as faucets, must be kept in good working order.
3. The Tenant must treat the rented property and the rooms, areas, and their facilities available for general use with care and observe the house rules. Cleaning and maintenance regarding the rental property is the responsibility of the Tenant; included are the exterior windows and exterior windowsills (included are the windows that can be opened). If the Tenant fails to comply with these obligations or does so only inadequately, the Landlord shall be entitled, after expiry of an unsuccessful deadline, to commission a company to carry out this work at the Tenant's expense.
4. The Tenant is obliged to immediately register broadcasting equipment used in the rented property with the ARD, ZDF Deutschlandradio-Beitragsservice. The Tenant pays the broadcasting fees himself; they are not included in the flat rate for operating costs.
5. The Tenant is obliged to register and deregister at the relevant residents' registration office when moving in and out.
6. No drilling is allowed on walls, ceilings, in floors, window frames, tiles or anywhere else.

§ 7 Defects and damages/ duty of notification and liability of the Tenant

1. The Tenant undertakes to treat the room, the apartment and other areas and facilities of the object properly and with care. In particular, the Tenant must ensure proper cleaning and sufficient heating and ventilation of the room and the apartment.
2. If a not only insignificant defect of the rental object becomes apparent during the rental period or precautions against expected damage or danger to the rental object or the house become necessary, the Tenant shall inform the landlord thereof without delay.
3. The Tenant is liable for damages caused by culpable violation of the duty of care and notification incumbent upon him. This also applies to damage caused by improper operation and handling of equipment and technical installations as well as insufficient heating or ventilation or insufficient protection against frost.
4. In jointly used rooms of shared flats, such as kitchen, bathroom, hallway, etc., the Tenants are jointly and severally liable for damages, unless the fault can be assigned to one person.
5. The Tenant is also liable for the fault of family members, visitors, and all persons staying in the building or apartment with his consent.
6. The Landlord shall keep the rooms, areas, their facilities, installations, and accesses used in common in proper condition. If damage occurs for which the Tenant is liable, the Landlord may have this repaired at the Tenant's expense after a request for repair has expired without success and a deadline has been set for the Tenant to do so.
7. The Tenant undertakes towards the Landlord to take out liability insurance with sufficient coverage for the duration of the rental period of the furniture, which also includes liability for rented items. The proof must be uploaded no later than 14 days after the start of the rental.
8. Furthermore, the Landlord advises the Tenant to take out household insurance for the Tenant's own belongings, otherwise the Tenant may have to pay for any damage that is not the Landlord's fault.
9. If the access to the building or room is lost, the Tenant will bear the cost of replacement and opening by a third party. The costs may vary depending on the day and time (see house rules).

§ 8 Maintenance and repair of the rented premises

1. It is agreed that the condition of the rooms shall be assumed as recorded in the handover protocol or determined during the inspection of the apartment.
2. The Tenant is obliged to have necessary minor/cosmetic repairs professionally carried out. Minor repairs include repairing minor damage to plumbing fixtures exposed to his direct and frequent access, such as electricity, water, heating and cooking equipment, window and door closures, and shutter locking devices. The defects must be reported to the management and the repairs are ordered by the property management. The Tenant bears the cost of minor repairs up to the amount of 110 euros per individual repair (per individual case). The cost of minor repairs is limited to a total of 200 euros, but not more than 8% of the annual flat rent per rental year.

§ 9 Keeping of animals

1. Keeping animals in the rented apartment requires the prior written consent of the Landlord.
2. The Landlord may refuse or revoke consent if the animal causes damage, disturbance, nuisance, or danger.
3. The keeping of exotic or other small animals, which may cause danger to other residents of the house, is strictly prohibited.
4. Any permission granted expires with the death or abolition of the animal.
5. The Tenant is liable for all damages caused by keeping animals in corresponding application of § 833 BGB.

§ 10 Structural changes by the Landlord

1. The Landlord may make structural changes that are necessary to maintain the building or the rented premises or to avert imminent danger or to eliminate damage, even without the Tenant's consent.
2. The Tenant must tolerate measures to improve the rented premises or the building, to save energy or water or to create new living space. This does not apply if the measure would mean hardship for him which cannot be justified even when considering the legitimate interests of the Landlord and other tenants in the building. In particular, the work to be carried out, the structural consequences, previous expenses of the tenant and the expected rent increase are to be considered. The expected rent increase is not to be considered a hardship if the rental property is merely restored to a condition that is generally customary.
3. The Landlord shall notify the Tenant of the nature of the measure and its expected scope and commencement, expected duration and the expected rent increase in text form no later than 3 months prior to the commencement of the measure.

§ 11 Entering the rented premises by the Landlord

1. The Landlord or his representative may enter the room and the apartment, as far as important reasons (notice, repairs, maintenance work, etc.) require it, together with interested parties or craftsmen after prior consultation with the Tenant. The windows must undergo annual maintenance. In doing so, he shall consider the working time of the Tenant or other personal impediments.
2. In order for the Landlord to have access in case of emergency, even if the Tenant is absent for a longer period of time, the Tenant must inform the Landlord to whom he has granted access to the apartment for this purpose.

§ 12 Termination of the lease

1. The statutory periods of notice shall apply, insofar as § 2 of the present lease agreement does not conflict therewith.

2. If the Tenant moves out, the rooms, fittings and furniture must be returned in a cleaned condition. Likewise, all traces of use by the Tenant must be removed, as well as the handing over of the access (coin or similar) to the administrator.
3. The room and the apartment must be in good condition, so that a direct new rental is possible without any complaints.
4. The Tenant must announce his new address when moving out.
5. Furnishings with which the Tenant has provided the room and the apartment must be removed and the original condition must be restored by the Tenant when moving out.
6. In the event of late return, the Tenant shall pay as compensation for the period of withholding the agreed rent or instead the rent that is customary in the locality for comparable rooms. The assertion of further damages is not excluded if the return fails to take place due to circumstances for which the Tenant is responsible.

§ 13 Subletting

1. Subletting of the leased property is prohibited due to the nature (overcrowding) and concept of the leased property. The consent is denied by the Landlord for cause. The Parties agree that there can be no legitimate interest of the Tenant to use the room or apartment for its own short-term rental activity; a transfer of use in the context of Airbnb and similar rental activities is therefore excluded.

§ 14 Other

1. Subsequent amendments and additions to this contract must be made in writing.
2. The self-disclosure of the Tenant becomes part of this lease, as well as the house rules and the handover protocol recorded at the handover of the apartment.
3. Special written agreements deviating from the house rules take precedence over the house rules. The Landlord may grant exemption from compliance with individual provisions by written notice. If the Tenant violates the house rules, the Landlord is entitled to terminate the lease without notice if he has given the Tenant two written warnings for such violations within the last 12 months. In addition, violations of the provisions of the house rules are considered use in breach of contract (§§ 541 and 543 BGB). In cases where a particular use of the leased property is permitted only with the written consent of the Landlord, violations of these provisions shall be deemed to be use in breach of the contract.
4. The invalidity of individual provisions of the contract does not affect its validity. In place of the invalid provisions or in order to fill a gap, an appropriate provision shall be agreed which comes as close as possible to what the contracting parties intended or would have intended according to the meaning and purpose of the contract if they had considered the point. If the invalidity is based on a performance or time provision, it shall be replaced by the legally permissible measure.

§ 15 Right of withdrawal

1. The Tenant may revoke his declaration of intent to conclude this lease within the statutory periods.

2. The cancellation policy and a sample cancellation form are attached to this lease as Annex 15.2.

Cancellation policy for off-premise contracts and distance contracts. Cancellation policy to the lease agreement.

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving reasons (§ 355 para. 2 BGB (German Civil Code)). The cancellation period is fourteen days from the date of the signing of the lease. In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from this Agreement by means of a clear statement (e. g. a letter sent by post or e-mail). In order to comply with the withdrawal period, it is sufficient that you send the notification about the exercise of the right of withdrawal before the withdrawal period has expired. If you have visited the apartment in advance, a right of withdrawal is excluded.

Consequences of revocation

After an effective revocation, the services received are refunded within 14 days (§ 355 para. 3 sentence 1, § 357 para. 1 BGB). The landlord must return to the tenant all payments received in connection with the revoked contract. The lessee shall pay compensation to the lessor after an effective revocation, if the lessee has expressly requested that the lessor provides the service before expiry of the revocation period of 14 days. We inform you in the context of the cancellation policy that you owe compensation for the service used if you exercise your right of cancellation (§ 357 para. 8 BGB).