



Studentenwerk Ndb./Opf. • Albertus-Magnus-Str. 4 • 93053 Regensburg

**Student Housing**

Name:

Room number:

Phone:

Telefax:

e-mail:

## RENTAL AGREEMENT

concluded between the

Studentenwerk Niederbayern/Oberpfalz  
Anstalt des öffentlichen Rechts / public law entity  
Albertus-Magnus-Straße 4  
93053 Regensburg

**- Landlord -**

and

**- Tenant -**

with the personal number

about:

### Clause 1 Rental object

1. In the residential complex  
is rented from  
the furnished apartment with the number  
for a **limited period** by

The last seven digits of the apartment number represent the apartment number.

2. The current monthly rent is:

basic rent	€
operating cost allowance	€
-----	-----
Total	€
=====	=====

3. The rent deposit is:  
€  
=====

The reservation fee already paid will be deducted from the rent deposit at the start of the rental period. No further payment is required if the reservation fee is equal to the rent deposit. In addition, the rent deposit or the partial amount (only in the case of moving in) must be transferred to the following account of Sparkasse Regensburg: IBAN: DE35 7505 0000 0710 0109 50 (SWIFT-BIC: BYLADEM1RBG), **Purpose: "Deposit, personal number"**.

## **Clause 2 Use of the rental object**

- (1) The rental object is rented for residential purposes for temporary use and for the special purpose of studying at the university location exclusively for personal use by the Tenant, to which there is no longer any entitlement in the event of an interruption or completion of the university education.
- (2) If the rental object is not equipped with a separate kitchen and/or bathroom, the Tenant is entitled to use the common kitchen and/or bathroom.
- (3) The Tenant may use the common rooms as specified by their intended purpose.

## **Clause 3 Limitation of duration of residence**

- (1) The Tenant agrees that there is a legitimate interest in the agreed limitation of the rental agreement, as the rental of rooms in student residential complexes are an indirect government funding and, in view of the limited number of places in the student residential complexes, a state-funded housing unit should be made available to as many students as possible on the basis of the rotation principle.
- (2) The tenancy shall terminate on the expiry of the date set in Clause 1 without the notice of termination.
- (3) A tacit extension of the rental relationship after termination by further use is excluded. Section 545 of the German Civil Code (BGB) does therefore not apply.

## **Clause 4 Rent/rent payment**

- (1) The rent pursuant to Clause 1 is due monthly in advance by the fifth working day of the month.
- (2) The total amount to be paid will be debited monthly from an account specified by the Tenant. The Tenant agrees to issue a SEPA direct debit mandate for the length of the rental period. In the event that the amount cannot be debited, the Tenant shall bear the resulting costs.
- (3) The Landlord is entitled to charge an administration fee of € 5.50 per reminder.
- (4) If there is a justified reason, one month's rent can be deferred upon written request. The request must be delivered to the Landlord before the due date.

## **Clause 5 Rental security deposit**

- (1) The security deposit is not subject to interest in accordance with Section 551 para. 5 sentence 5 of the German Civil Code. The Tenant cannot set off the deposit against claims of the Landlord during the term of the rental relationship. The Landlord intends to repay the deposit within 6 weeks of issuing the final rental invoice; the Tenant has no right to claim adhering to this deadline. The deposit shall be forfeited 6 months after the final rental invoice has been submitted if it cannot be repaid for reasons not attributable to the Landlord.
- (2) The deposit will be used to settle claims of the Landlord against the Tenant which are still unpaid after termination of the rental relationship.
- (3) The deposit must be paid with the indication of the reason for payment "Deposit, personal number".

## **Clause 6 Operating costs**

- (1) In addition to the basic rent, the Tenant shall pay the pro rata operating costs within the meaning of Section 27 Housing Calculation Regulation (BV) (Ordinance on Housing Management Calculations) or Sections 1, 2 Operating Cost Regulation (BetrKV). These expenses are covered by the monthly operating cost allowance.
- (2) The operating cost allowance is calculated by totalling the known operating costs of the respective residential complex and then dividing the result by the number of residential units in the respective complex.
- (3) The Landlord is entitled to adjust the lump sum by a written unilateral communication if the costs actually incurred exceed the costs charged up to that date. In case of cost reduction, the Landlord is entitled to reduce the sum. The adjusted lump sum shall be due at the beginning of the second month following the communication.
- (4) Internet access is provided via the connection to the residential complex's own network, which is operated by a private provider. The Landlord shall not be liable for system failures or data losses – regardless of the duration and cause. The expenses for the operation of the network shall be charged with the operating costs. Internet use in the respective rental object is subject to the respective terms of use (Annex 4).

## **Clause 7 Right of withdrawal**

- (1) The Tenant may revoke his/her contractual statements within the statutory periods (Annex 5).
- (2) After the beginning of the rental period the regulations referred to in Clause 8 apply.

## **Clause 8 Termination (Tenant)**

- (1) only applies to students at universities with the semester beginning on April 1<sup>st</sup> or October 1<sup>st</sup>:  
The tenant can only cancel the tenancy as of March 31. or September 30. The notice period is two months. The termination must be in writing.
- (2) only applies to students at universities with the semester beginning on March 1<sup>st</sup> or September 1<sup>st</sup>:  
The tenant can only cancel the tenancy on February 28/29. or August 3. The notice period is two months. The termination must be in writing.

## **Clause 9 Termination (Landlord) with notice period**

- (1) The Landlord is entitled to terminate the tenancy in writing at the end of the month with a notice period of two months if the Tenant does not submit a certificate of enrollment by November 15 for the winter semester or by May 15 for the summer semester.
- (2) The right to extraordinary termination without notice for an important reason remains unaffected. In particular, the Landlord can terminate the tenancy without notice if the Tenant
  - a) does not use the rental object himself, unless the Landlord has previously agreed to a temporary subletting during the Tenant's absence,
  - b) seriously violates the rental agreement or house rules or disturbs the peace of the house,
  - c) is in arrears with the payment of the rent, which amounts to two months.

## **Clause 10 Obligations of the Tenant**

- (1) The Tenant may only use the rental object for the purposes specified in the contract.
- (2) The Tenant undertakes to treat the rental object and the jointly used rooms, facilities and equipment with care. He/she has to ensure that the rental object is properly cleaned and that it is sufficiently ventilated and heated.
- (3) In the event that a not merely insignificant defect in the rental object is found, or if precautions are required to protect the rental object against an unforeseen danger, the Tenant must notify the Landlord without delay.
- (4) The Tenant shall be liable for damage caused by culpable violation of his/her duty of care and notification, especially if technical equipment and other facilities are treated inappropriately, the rented rooms are insufficiently ventilated, heated or protected against frost. This does not apply to damage to rooms, equipment and facilities shared by several Tenants.
- (5) The Tenant is liable for damages caused by his/her guests; he/she is responsible for the behaviour of his/her guests.
- (6) In case of repair of damages the Tenant is bound to the requirements of the Landlord.
- (7) If there are serious reasons, such as pipe breaks or other damage, which make the living room no longer suitable for habitation, the Tenant is obliged to accept substitute living room of comparable type and size at the same university location.
- (8) The Tenant will receive keys for the rental period when moving in. In the event that a key is lost or not all keys have been returned to the Landlord after moving out, the Landlord shall be entitled to have the respective keys or all existing locks changed or replaced by new ones at the Tenant's expense.
- (9) At the end of the rental agreement, the Tenant has to return the rental object with its complete inventory clean and in a well-swept condition and free of defects by 10.00 a.m. of the last working day (Monday to Friday) of the rental relationship at the latest. Until the keys are returned to the caretaker, which must be done by 10.00 a.m. on the last working day (Monday to Friday), the Tenant is liable for all damages incurred by the Landlord or a Tenant successor as a result of failure to comply. If the Tenant does not return the rental object in the agreed condition at the agreed time, he/she agrees, waiving his/her right to rectify, that the Landlord shall have the defects rectified by third parties, in which case the costs shall be borne by the Tenant.
- (10) The Tenant may not sublet or allow other persons to cohabit in his/her rental object without the prior written consent of the Landlord. An administration fee of € 60.00 will be charged for the approved subletting.
- (11) If the Tenant moves within the Landlord's residential complexes at his/her own initiative, a new rental agreement must be concluded. This is subject to an administration fee of € 60.

## **Clause 11 Structural changes and maintenance**

- (1) The Landlord may carry out repairs and structural changes that are necessary to maintain the house or to prevent imminent danger or to repair damage, even without the Tenant's consent. This also applies to other repair work following prior notification of the Tenant. In particular, the Tenant must tolerate the pest control measures required to protect the inhabitants.
- (2) The Tenant, who is required to tolerate such work within a reasonable time, can neither reduce the rent nor exercise a right of retention, nor demand compensation for the detriment.

## **Clause 12 Central heating**

The Landlord is obliged to keep the existing central heating in operation during the period from 01.10. to 30.04. if the outside temperatures necessitate it. The Landlord does not warrant uninterrupted heating or hot water supply according to the agreement. The partial or complete interruption of heating or hot water supply caused by shortage of fuel does not entitle the Tenant to claim reduction or compensation for damages. This also applies to necessary or unavoidable operational interruptions of any kind.

## **Clause 13 Liability of the Landlord**

- (1) The Landlord shall be liable for injury to persons and damage to property of the Tenant and his/her visitors as well as for items brought in by the Tenant only in the event of fault on the part of the Landlord and its vicarious agents.
- (2) The Tenant's claim for damages in the event that the residential unit indicated in the rental agreement cannot be occupied in time is limited to the effect that the Landlord has to provide another residential unit. All further claims are excluded.

## **Clause 14 Handover form/building moisture**

- (1) Damages or defects which the Tenant notices after moving in must be reported to the Landlord in writing on the handover form within fourteen days. If no notification is made, the Tenant acknowledges the proper condition of the rented object when moving in.

- (2) If the student residential complex is a recently erected new building, the Tenant waives any claims for a rent reduction as a result of typical defects or damage caused by natural building moisture.

#### **Clause 15 Entering and inspection of the rented rooms by the Landlord**

- (1) In the following cases, the Tenant is obliged to give the Landlord or its representatives access to the rental object:
  - a) At any time to prevent danger to life or health of persons.
  - b) At any time to prevent significant damage to property.
- (2) If the Tenant refuses access to the rental object or if he/she is not present at an indicated date, the Tenant shall be advised that, unless he/she provides serious reasons for being absent, he/she is obliged to compensate the Landlord for the resulting damage.
- (3) In the event that the Tenant cannot be present at a date indicated by the Landlord or cannot engage a representative, the Tenant shall be given the opportunity to give the Landlord timely the written consent to enter the rental object in his/her absence.

#### **Clause 16 Termination of the tenancy**

- (1) In case of termination of the rented object, the Tenant shall vacate the rented object by 10.00 a.m. on the last working day (Monday to Friday) before the expiry of the contract.
- (2) The Tenant hereby expressly states that he/she transfers his/her possession and ownership of the objects left behind and not labelled in generally accessible rooms and storage facilities on the premises of the residential complex to the Landlord.
- (3) The Landlord is entitled to have vehicles and bicycles that are not registered or left behind and that are parked on the premises of the residential complex scrapped at the Tenant's expense.

#### **Clause 17 Obligation to register**

Anyone who moves into an apartment must register with the registration authority within two weeks of moving in in accordance with the Federal Registration Act (BMG); moving out must also be registered if necessary. The Landlord is obliged to assist with the registration or deregistration; the Landlord shall provide the so-called Landlord's certificate for this purpose.

#### **Clause 18 Settlement of disputes**

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

However, the Consumer Dispute Resolution Act states that the Landlord has to advise the Tenant of a competent consumer arbitration board:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V.  
Straßburger Straße 8  
77694 Kehl  
Internet: [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de)

#### **Clause 19 General provisions**

- (1) The List of operating costs (Annex 1), the applicable House and fire safety regulations (Annexes 2 and 3), the User rules for the data network (Annex 4), the Cancellation policy (Annex 5) as well as the Handover form (Annex 6) are an integral part of this agreement. The Tenant confirms that he/she has received them as attachments to the rental agreement.
- (2) Written declarations of intent by the Landlord to the Tenant shall be deemed to have been delivered once they have been dropped in the Tenant's letterbox in the residential complex.
- (3) Should individual provisions of the rental agreement be invalid, all other provisions shall remain in full force and effect. A substitute provision to achieve the same economic or legal effect in the legally permitted limits is deemed to be agreed.
- (4) The administrative processing of the application for admission to a residential unit in a student residential complex and the rental agreement requires the electronic processing of personal data.
- (5) Further agreements are only valid in writing and must be signed by the Landlord and Tenant.
- (6) The place of jurisdiction is Regensburg.
- (7) The Tenant confirms that he/she is familiar with the energy certificate of the residential complex before signing the contract.
- (8) After moving in, the Tenant undertakes to familiarise him/herself with the identified escape routes for the event of fire.
- (9) If these terms and conditions of rental need to be modified, the Landlord shall inform the Tenant of this in electronic form and by posting a notice. Unless the Tenant objects to them in writing within six weeks, they shall be deemed as consent.

\_\_\_\_\_, \_\_\_\_\_  
Regensburg, \_\_\_\_\_

Tenant:

Landlord:  
**Studentenwerk Niederbayern/Oberpfalz**

## **Annex 1: List of operating costs according to Section 27 Building Calculation Regulation (BV) or Sections 1, 2 Operating Cost Regulation (BetrKV).**

1. The current public charges on the land
2. the cost of water supply
3. the costs of drainage
4. costs
  - a. the operation of the central heating system including the exhaust system
  - b. the operation of the central fuel supply system
  - c. the independent commercial supply of heat
  - d. the cleaning and maintenance of floor heating systems and individual gas furnaces
5. costs
  - a. the operation of the central water supply system
  - b. the independent commercial supply of hot water
  - c. the cleaning and maintenance of hot water appliances
6. the cost of associated heating and hot water supply center
7. the cost of operating the mechanical passenger and goods lift
8. the cost of road cleaning and garbage collection
9. the costs of house cleaning and pest control
10. the costs of gardening
11. the cost of lighting
12. the cost of chimney cleaning
13. the costs of property and liability insurance
14. the costs for the caretaker
15. the costs
  - a. for the operation of the common aerial system
  - b. for the operation of the distribution system connected to a broadband cable network
16. the cost of operating the washing machine
17. other operating costs
  - a. electricity costs
  - b. costs for waste chutes, waste quantity collection systems
  - c. costs for mechanical waste disposal systems, waste compressors, waste collection systems
  - d. costs for the cleaning of gutters
  - e. costs for the maintenance and filling of fire-fighting equipment
  - f. costs for monitoring and testing lightning conductor systems
  - g. costs for the operation of the common telephone systems
  - h. radio, television and GEMA fees  
(NOTE: This does not apply to individual charges)
  - i. costs for operating oil furnaces
  - j. costs for cleaning and maintenance of oil tanks
  - k. costs for operating the fire alarm systems
  - l. costs for Internet access

## **Annex 2: House rules**

### **1. Silence**

Living with other students requires mutual respect. Therefore, all Tenants are obliged to avoid all disturbances when living together. The rest periods from 10 p.m. to 6 a.m. must be observed in the apartments and in the rooms intended for common use (e.g. common kitchen, etc.). The room loudness must also be observed after the night's rest. The Tenant is responsible for the behaviour of his/her guests.

### **2. Cleanliness, waste, vermin**

Tenants are obliged to ensure order and cleanliness in their apartments and in all rooms intended for common use. Each kitchen community is responsible for ensuring that the refrigerators are cleaned regularly and that leftover food is removed. Existing freezers must be defrosted regularly (at least once before the semester break). Waste and separately recyclable materials as well as organic waste must be disposed of regularly at short intervals. Dustbins are available for waste disposal and are specially marked. Opened food should only be stored in lockable containers if possible, because open leftover food can invite vermin. If the premises are found to be infected by vermin, the caretaker must be informed immediately. The kitchen community has to pay the costs of a basic cleaning of neglected kitchens, which are not cleaned up even when requested by the caretaker. The Tenants are not allowed to keep animals.

### **3. Measures against special hazards**

During rain the windows must be closed, especially on the weather side. The Tenant must also ensure that no water damage is caused by the use of the sanitary facilities.

In case of frost danger, appropriate measures must be taken (closing windows, heating the rooms if necessary) to prevent the water pipes, radiators, heating pipes, etc from freezing. This also applies if the rental object is temporarily not used during the cold season. However, the necessary energy-saving measures must be observed in the general interest; details can be found in our "Energy-saving tips" information sheet.

If the Tenant is absent for a longer time (more than one week), he/she should check that the water in the pipes (shower, kitchen, etc.) of the apartment is not stagnant and allow it to flow for at least one minute before using it again, as stagnant water can cause bacteria growth (e.g. Legionella).

In the event of a fire, the fire brigade, the caretaker and Studentenwerk Niederbayern/Oberpfalz must be notified immediately; details can be found in Annex 3 - Fire safety regulations. Petrol and other highly flammable and explosive substances (e.g. methylated spirits, gas cylinders, etc.) must not be stored in the entire residential complex.

### **4. Electrical equipment, antennas, installations**

Generally, only electrical equipment that is safe and certified in Germany (CE mark, GS mark, etc.) may be installed. The equipment must be provided with the name and apartment number of the owner. The Landlord is entitled to remove devices not provided with the name.

The use of electronic devices such as hot plates, kettles, toasters etc. is only permitted in the common kitchens or apartment kitchens if placed on a fireproof base. The use of deep fryers is prohibited for safety reasons (increased fire risk!).

Additional refrigerators and freezers as well as washing machines and dryers may only be installed and used after prior consultation with the caretaker.

Radio and television sets must be registered by the owner (Tenant) with the Beitragsservice.

The installation of antennas, especially satellite receivers, radio antenna is not permitted.

Structural changes by the Tenant, in particular modifications and integrations, installations and the drilling of holes are prohibited.

### **5. Corridors, hallways, staircases**

The depositing or parking and storage of objects of any kind in the corridors, staircases and hallways is not permitted. They must always be kept clear as escape and rescue routes!

Posters, pictures, stickers etc. may not be attached to the walls of corridors, hallways and staircases. The display of flyers and advertising is also not permitted.

### **6. Balcony, loggia, terrace**

The floor drainage on the balconies must always be kept free of blockages.

Barbecues on the balconies and roof terraces as well as open fires are forbidden without exception!

The storage of bicycles on the balconies is prohibited. Bicycles are to be stored in the designated rooms and areas of the outdoor facilities.

### **7. Vehicles**

Washing and repairing vehicles is not permitted on land owned by the Studentenwerks Niederbayern/Oberpfalz.

Vehicles may only be parked in the designated places. For this the Tenant in some residential complexes needs a parking permit, which can be requested from the residential complex administration.

### **8. Washing and drying rooms**

Washing times are from 7 a.m. to 10 p.m. The Landlord accepts no liability for theft or damage to laundry in the washing and drying rooms. The Landlord also accepts no liability for defective washing machines and dryers. The designated rooms must be used for washing, drying and ironing the laundry. The use of washing machines and dryers by third parties is prohibited.

**9. Bicycles**

In order to allow the disposal of unused or scrap bicycles at a charge, bicycles must be identified as still in use. The Landlord will notify of the method of identification once per semester. Bicycles may be cleaned and repaired in designated rooms and areas.

**10. Smoking**

Smoking is prohibited in all common rooms and individual spaces of the residential complexes.

**11. Miscellaneous**

Equipment may not be exchanged between the individual rooms. Furniture and objects may only be moved into the common rooms with the prior permission of the caretaker.

The loss of keys must be immediately reported to the Landlord.

Upon request of the Tenant, the caretaker will provide bed linen, duvet and pillow for a fee. The costs are to be transferred before moving in / receiving the bedding and bed linen.

**12. Property rights**

The property rights are exercised by the representatives of the management, e.g. caretaker.

The instructions and orders of these persons must be followed.

## **Annex 3: Fire safety regulations**

### **Keep calm, don't panic!**

Avoid fear or panic.

### **Report a fire!**

Activate the house alarm and contact the fire brigade (sound the fire alarm or call 112). Describe the location, type and extent of the fire. Wait for the fire brigade and show the fire brigade the fire location.

### **Warn the cohabitants!**

Not all cohabitants are aware of the fire outbreak or the signal tones. The fire alarm is a long lasting acoustic signal!

### **Saving human lives comes before firefighting!**

Disabled people, visitors who are not familiar with the building, require more attention. Prevent people with burning clothes from running away. Wrap in blankets, coats or jackets and roll on the floor to smother the fire. If not possible, use fire extinguishers. Do not spray extinguishing agent into the face!

### **Close doors and windows!**

Avoid draughts and prevent smoking in areas that have not yet been affected! Actuate smoke vents!

### **Bend over and walk!**

Smoke and heat rise and cause breathing difficulties and loss of consciousness. Bending over while walking increases the chances to stay conscious and to leave the building. If there is heavy smoke in the floor area, crawl to escape.

### **Leave hazardous areas immediately!**

Leave hazardous areas immediately through stairwells and through designated **escape and rescue routes**. Orderly and disciplined behaviour is crucial. Help others, such as people with disabilities. Follow the signs, which indicate the next exit and escape route.

### **Go to the collection point!**

You have to register at the collection point.

### **Do not use lifts anymore!**

Fires can disrupt operation of the lift systems. If there are people inside the building, they are trapped in the burning building. Therefore only use the designated escape and rescue routes.

### **Carry out measures in accordance with the fire protection regulations!**

Try to extinguish the fire with fire extinguishers or wall hydrants, if the fire is still in the initial phase and firefighting is possible without major danger to yourself. Observe the operating instructions of the fire extinguishing equipment! If the fire extinguishing attempt is ineffective or in the event of a major fire, move to a safe place.

### **Fire drills**

The Landlord offers fire drills in the student residential complexes.

### **Important telephone numbers**

Police 110      Fire department    112

## **Annex 4: Internet use**

The residential complexes of the Studentenwerk Niederbayern/Oberpfalz are supplied with Internet and TV\* by external operators. With the conclusion of the rental agreement you accept the terms of use in the current version.

\* The Gabelsberger Straße residential complex in Straubing is only supplied with internet and not with TV.

### **Terms of use of Internet access**

The current terms of use of Internet access are available for viewing and downloading on the homepage of the Studentenwerk Niederbayern/Oberpfalz ([www.stwno.de](http://www.stwno.de)) in the Housing -> Downloads area.

If updates to the terms of use are necessary, you will be informed by e-mail and a notice in the residential complexes.

Direct links to the terms of use depending on the university location:

Regensburg

[https://stwno.de/images/5\\_Wohnen/Downloads/Nutzungsbedingungen\\_Regensburg\\_1-0.pdf](https://stwno.de/images/5_Wohnen/Downloads/Nutzungsbedingungen_Regensburg_1-0.pdf)

Passau

[https://stwno.de/images/5\\_Wohnen/Downloads/Nutzungsbedingungen\\_Passau\\_1-0.pdf](https://stwno.de/images/5_Wohnen/Downloads/Nutzungsbedingungen_Passau_1-0.pdf)

Landshut

[https://stwno.de/images/5\\_Wohnen/Downloads/Nutzungsbedingungen\\_Landshut\\_1-0.pdf](https://stwno.de/images/5_Wohnen/Downloads/Nutzungsbedingungen_Landshut_1-0.pdf)

Deggendorf

[https://stwno.de/images/5\\_Wohnen/Downloads/Nutzungsbedingungen\\_Deggendorf\\_1-0.pdf](https://stwno.de/images/5_Wohnen/Downloads/Nutzungsbedingungen_Deggendorf_1-0.pdf)

Straubing

[https://stwno.de/images/5\\_Wohnen/Downloads/Nutzungsbedingungen\\_Straubing\\_1-0.pdf](https://stwno.de/images/5_Wohnen/Downloads/Nutzungsbedingungen_Straubing_1-0.pdf)

## **Annex 5: Withdrawal**

### **Cancellation policy**

#### **Right of withdrawal for consumers**

You have the right to withdraw from this contract within fourteen days of the conclusion of the agreement without giving reasons. To exercise your right of withdrawal, you must send a letter, fax or e-mail to the Studentenwerk Niederbayern/Oberpfalz:

<b>Regensburg</b> Studentenwerk Niederbayern/ Oberpfalz Fachbereich Studentisches Wohnen Albertus-Magnus-Straße 4 93053 Regensburg	<b>Passau</b> Studentenwerk Niederbayern/ Oberpfalz Fachbereich Studentisches Wohnen Innstraße 29 94032 Passau	<b>Deggendorf</b> Studentenwerk Niederbayern/ Oberpfalz Fachbereich Studentisches Wohnen Dieter-Görлиз-Platz 1 94469 Deggendorf	<b>Landshut</b> Studentenwerk Niederbayern/ Oberpfalz Fachbereich Studentisches Wohnen Am Lurzenhof 1 84036 Landshut
fax: 0941 943-2543 e-mail: <a href="mailto:wohnen-r@stwno.de">wohnen-r@stwno.de</a>	fax: 0851 509-1915 e-mail: <a href="mailto:wohnen-pa@stwno.de">wohnen-pa@stwno.de</a>	fax: 0991 3615-699 e-mail: <a href="mailto:info-punkt-deg@stwno.de">info-punkt-deg@stwno.de</a>	fax: 0871 55224 e-mail: <a href="mailto:info-punkt-la@stwno.de">info-punkt-la@stwno.de</a>

You can use the sample withdrawal form ([https://stwno.de/images/5\\_Wohnen/Downloads/Widerrufsformular.pdf](https://stwno.de/images/5_Wohnen/Downloads/Widerrufsformular.pdf)) which is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### **Consequences of withdrawal**

If you withdraw from this contract, we shall reimburse you for all payments we have received from you immediately and at the latest within fourteen days from the day on which we received notification of your withdrawal from this contract. We will use the same method of payment for this refund you used for the original transaction, unless expressly agreed with you otherwise; you will in no event be charged for this refund.

If you have requested that the services should begin during the withdrawal period, you will have to pay us a reasonable amount, which is equivalent to the ratio of the services already provided by the time you notify us of the exercise of the right of withdrawal from this contract to the total scope of services provided in the contract.

#### **Note on the premature termination of the right of withdrawal**

Your right of withdrawal shall expire prematurely in the case of a contract for the provision of services if we have provided the service in full and have only started to provide the service after you have given your express consent to do so and at the same time have confirmed your knowledge that you will lose your right of withdrawal in the event of full performance of the contract by us.

## Annex 6: Handover Form

<b>Residential complex:</b>	
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Apartment number:	Personal number:
Surname, forename:	,
Start of the rental:	
Key number:	

	not available	available	Condition OK	identified defects
<b>Apartment</b>				
<b>Furniture</b>				
Cloakroom				
Shelves				
Wardrobe				
Bed/bed drawer				
Bed linen				
Desk				
Desk chair				
Roll container				
<b>Equipment</b>				
Mattress with protector and cover				
Smoke detector				
Curtains				
Internet router				
<b>Kitchen</b>				
Table				
Chairs				

<b>Specific to residential complex</b>				
Refrigerator				
Bedside table				
Pigeon net				

<b>Identified deficiencies/complaints in general</b>

Damages or defects which the Tenant notices after moving in must be documented in writing on the handover form and the handover form must be submitted to the responsible caretaker within fourteen days. If no notification is made, the Tenant acknowledges the proper condition of the rented object when moving in.

Place, date, signature of Tenant (when moving in)

Signature of caretaker (when moving in)

Place, date, signature of the Tenant (when moving out)

Signature of the caretaker (when moving out)

Fill in only if the bank details available to the Studentenwerk Niederbayern/Oberpfalz have changed.

Bank details for the refund of the rental security deposit after termination of the rental agreement:	
BIC: _____	IBAN: _____
PayPal account (only for third countries): _____	
Signature of the Tenant: _____	

Internal note for accounting:
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