

## GENERAL TERMS OF RENT AGREEMENTS

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The real estate and housing companies Fastighets Ab Majstranden, Bostads Ab Majstrandsgården in Helsinki, Fastighets Ab Majparken and Bostads Ab Majlunden i Helsingfors

### 1. Preconditions

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Students' apartments are intended to be lodgings for persons who pursue full time studies at a university, university of applied sciences or another institute of higher education in the metropolitan area, as well as for foreign guest students for the duration of the studies of such persons. In respect of the tenancy the following provisions shall apply: The rent agreement and its annexes, the Act on Renting Apartments and Houses (Statute Book of Finland 481/1995), the rules set out in information bulletins to the inhabitants, the Act on Interest Subsidies for Loans for the Construction Rental and Co-operative Housing (Statute Book of Finland nr 604/2001), as well as decrees and regulations issued by virtue of that Act shall apply to the tenancy.

### 2. Rental period

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All rent agreements are concluded for a fixed term. Unless a fixed term agreement is extended, it shall lapse at the end of its validity period without separate termination, unless otherwise provided in the Act on Renting Apartments and Houses, or in the present general terms, or unless the contracting parties separately agree on a premature termination of the rent agreement. Upon request by the tenant fixed term rent agreements may be extended for the same period as the original agreement, however on condition that the tenant is qualified for an apartment and that he or she has complied with the present general terms and with other applicable acts, decrees and regulations.



### **3. Collateral**

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Upon renting an apartment the tenant shall deposit collateral with the landlord in accordance with the latter's instructions. The landlord shall repay the collateral to the tenant within one month from the termination of the rent agreement, however on condition that the tenant has returned the keys to his or her apartment and that it is cleaned and otherwise in normal condition. Further preconditions for repaying the collateral are that the tenant has paid the rent and any other fees and charges and that the tenant has complied with his or her other obligations under the rent agreement and concerning occupation of the apartment. The landlord shall be entitled to set the collateral off against these payables and liabilities, without hearing the tenant. The tenant must not use the collateral for paying his or her rent during the rental period. The tenant shall not be paid any interest on the collateral.

### **4. Day of removal**

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The tenant shall be entitled to take possession of the apartment when the tenancy commences, however on condition that he or she presents evidence of a valid household insurance policy for the apartment. Such a policy constitutes a precondition for the right to occupy apartments in the company's houses. If the tenancy commences on a weekend or on a week holiday, the tenant shall be entitled to take possession of the apartment on the following working day. The obligation to pay rent shall commence on the day when the rent agreement enters into force. The day when the rent agreement lapses shall be the day of removal.

### **5. Keys**

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The tenant shall receive the keys in accordance with the landlord's instructions when the tenancy commences. The keys are personal and they must be used carefully. Making copies of them is expressly prohibited. The tenant shall be liable for any damage resulting from loss of a key and pay for changing the lock. The tenant shall also collect and return the keys in the manner stipulated by the landlord. Only with the landlord's prior approval is the tenant entitled to install a security lock at his or her own expense. The tenant shall give the landlord one copy of the key of the security lock. Upon moving out of the apartment the security lock shall be left in place in the door and the keys shall be handed over to the landlord without consideration.

## **6. Assigning the apartment to other people**

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Tenants of students' apartments must not take sub-tenants without the landlord's prior permission. Neither must the tenants assign the apartment, or any part of it, for use by other people in any manner other than sub-tenancy. Tenants must not lodge people to whom the rent agreement does not apply and they must not transfer their title under the agreement.

## **7. Tenants' liabilities in respect of apartments**

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The tenant shall inform the landlord or its representative of moving in and out of the apartment. The tenant shall carefully clean and take care of the apartment, its equipment and the courtyard and terrace that are directly connected with the apartment in question. The tenant shall also comply with the regulations established by the landlord. The tenant shall not be responsible for ordinary wear and tear, but shall be liable for damage that the tenant has caused by negligence. The landlord, or its representative, shall without delay, but at the latest within three weeks after moving in, be informed of any remarks and observations in respect of the apartment's condition. If the complaint concerns cleaning, the landlord shall be informed immediately.

The tenant shall also without delay report any defects and other matters that may affect the apartment's condition.

Rooms in so called buddy apartments are intended for one person, i.e. the tenant only. Persons not included in the rent agreement must not be lodged in such apartments. The same applies in respect of one room apartments and apartments for couples.

Smoking is only permitted outdoors in places intended for that purpose. Pets are expressly not permitted in the apartments. The tenant shall be liable for cleaning the apartment during the rental period and he or she shall also be liable for final cleaning upon moving out. Upon change of tenant the apartment shall be inspected and the inspection may result in expenses for the tenant, if he or she has neglected the liability of cleaning, or if the tenant has caused damage to the apartment. If needed, the landlord shall have the right to have the cleaning or other repairs made at the tenant's expense. All inhabitants in a buddy apartment shall be jointly and severally liable for compliance with the provisions of the rent agreement and with other regulations.

## **8. Common premises of an apartment**

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The tenants in an apartment shall be jointly and severally responsible for taking care of common premises, furniture and equipment and for keeping them in good condition. The tenants shall also be liable for compensation in case damage occurs, as well as for informing the landlord or its representative of changes of the condition of these premises and of their equipment.

## **9. Compensation procedure**

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If the apartment cannot be used, or if its condition is not what was agreed, or what can reasonably be required, and if the tenant has fulfilled his or her reporting obligation under paragraph 7, the tenant is entitled to request an exemption from his or her liability to pay rent, or to request a rent reduction for the period during which the apartment cannot be used, or during which it is not in the condition agreed, or in a condition that can reasonably be requested. However, a precondition for the tenant's rights in such situations is that the apartment's deficient or inadequate condition does not result from negligence or other carelessness on the part of the tenant, or that the reason for repairs or changes is not damage for which the tenant is liable. A written report shall be made immediately, after which the contracting parties shall agree on a possible reduction of or exemption from the rent. Any due and unpaid rent instalments shall be taken into account in case of reduction of or exemption from rent. The landlord or the housing company shall be entitled, in the course of the rental period, to undertake customary maintenance works in the premises or in rented apartments without any right of reduction of or exemption from the rent for the duration of such works. Suppliers of heat, water, electricity, tele- and internet services shall be liable for the functioning of these services in accordance with the delivery terms of the supplier concerned. That rule shall apply irrespective whether the fees for such services are included in the rent, or whether separate fees are levied for the services. The landlord shall not be liable in relation to the tenant, if such services are deficient or inadequate.

## **10. The landlord's right of access to the apartment**

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The tenant shall without delay grant the landlord access to the apartment at a suitable and convenient moment for the purpose of controlling its condition and maintenance, or when needed in order to make a written inventory of the landlord's equipment and fixed installations in the apartment. If needed the landlord's representative shall be authorized to inspect the apartment without the tenant's consent. The landlord shall not be liable for informing the tenant in advance of such inspections.



## **11. Transfer of the tenant's rights**

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When appropriate and necessary, and after a notice period of three months, the landlord shall be entitled to transfer the tenancy to another apartment, or to a part of an apartment under the landlord's control.

## **12. Rent and facility charges**

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The amount of the rent and of other charges shall cover the financing of the apartment houses and ancillary premises, as well as cover good real estate maintenance. The rent includes charges for water and an internet connection according to the solution chosen by the landlord. The rent shall be adapted to changes of these expenses. The rent for rooms and apartments shall be determined as a monthly sum.

In addition to the rent, the tenant shall pay current facility charges, e.g. for electricity according to consumption, for sauna and a parking place, as well as other such charges according to the current price list for such services (the current price list applicable when the rent agreement is concluded is attached as annex 1.1.). The tenant shall be informed in writing of any changes of the price list determined by the landlord. Married couples and other persons having concluded joint agreements shall be jointly and severally liable for complying with the contract terms and with the obligation to pay rent and facility charges during the entire rental period.

## **13. Notice of changes or the rent and of facility charges**

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The landlord shall notify the tenant in writing of changes of the monthly rent and facility charges for the room or the apartment before those changes enter into force. An increase of the monthly rent shall enter into force two months from the beginning of the month following the one when the notice was given.

## **14. Payment and collection of rent and other charges**

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Rent and other charges shall be paid monthly in advance to the landlord's bank account, not later than the 5th day of each month. In addition to rent and other charges due for payment, recovery costs and penal interest on arrears will be levied. The amount of the recovery costs will be announced in the inhabitants' bulletin, or notified to the tenants in some other manner, as being the current costs for reminders. Penal interest shall be calculated according to the Interest Act. Recovery measures will be taken at the latest when neglected payments equal two month's rent.

## **15. Notice of termination and cancellation of rent agreements**

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Notice cannot be given with regards to a fixed term rent agreement. The rent agreement may be cancelled, inter alia if the tenant does not pay the rent on time, if he or she infringes the current regulations or other rules, or if the tenant's conduct in the apartment causes disturbances or disorder. (The regulations applicable when the rent agreement is concluded are attached at annex 1.2.) The rent agreement may also be cancelled for the reasons listed in paragraph 16 below. In such cases the rent agreement may be cancelled by notice with immediate effect, or the cancellation may become valid at a later date indicated by the party giving notice of cancellation.

## **16. Control of the basis of the rent agreement**

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The tenant shall inform the landlord of any essential changes concerning previously given information about the tenant's studies, or concerning other relevant circumstances when the rent agreement was concluded. Such circumstances are inter alia interrupted studies or passing final examinations. Upon request the tenant shall provide evidence to the landlord that the basis of the rent agreement is still in force. By signing the rent agreement the tenant agrees that the landlord may request evidence that the tenant is still registered as a student at the educational institute concerned.

A further precondition for the validity of the rent agreement is that the tenant fulfills the criteria concerning revenue and wealth that the authorities have established by virtue of the Act on Interest Subsidies for Loans for the Construction Rental and Co-operative Housing. The tenant shall inform the landlord of essential changes of his or her revenue and wealth occurring after the conclusion of the rent agreement. Upon the landlord's request the tenant shall provide evidence concerning his or her revenue and wealth.

The landlord may cancel the rent agreement in the course of the rental period, if the tenant no longer fulfills the criteria concerning his or her studies or concerning revenue and wealth. The same shall apply, if the tenant provides inaccurate information concerning his or her studies or financial situation, or if the tenant refuses to provide such evidence.