

Peaceful co-existence

Tenants are not the sole residents in a building. For that reason, every tenant must respect the rights of their fellow tenants and show consideration.

A couple of things deserve particular observance. These are mostly stipulated in the House Rules, which are commonly an integral part of every tenancy agreement.

Absolute quiet must be maintained in the building between 10:00 p.m. and 7:00 a.m. On Sundays and public holidays, please maintain as much quiet as possible in the building throughout the entire day.

The tenant must announce any celebrations or parties beforehand. Otherwise, the other tenants cannot prepare themselves in anticipation of unexpected noisiness. There are some places, such as the stairwell, the entrance foyer to the building and the laundry rooms that are used by all tenants. Therefore, tenants are admonished to not leave their own things lying around and keep things particularly orderly.

The House Rules are designed to regulate peaceful co-existence among the inhabitants of the building. Therefore, every tenant must read the House Rules carefully.

Good to know

A few important tips:

The tenant should keep all written correspondence with the landlord / administrator in a safe place.

Under their tenancy agreements, some tenants are required to take out homeowner's insurance or personal liability insurance.

Even if the tenancy agreement does not stipulate any obligation to take out insurance, it is urgently recommended that tenants do so.

The reason for this advice is that it could become very costly for the tenant in the event of extensive damage without a good insurance policy.

www.niedersachsen-packt-an.de

Information and Advisory Centers

The German Tenants' Association (Deutscher Mieterbund, DMB) is represented by its local chapters throughout Germany. Become a member in one of these associations and benefit from the competent advice offered there in all matters concerning rental, tenancy and housing!

Ask at your job center whether they have an agreement with one of the associated DMB chapters! If yes, have them issue you a so-called "Verpflichtungsschein" or commitment voucher. Bring this voucher with you to your local DMB association and join as a member.

This flyer is also available in the following languages:

- German
- French
- Arabic

To order, please contact:

The Ministry for Social Affairs of Lower Saxony (Niedersächsisches Ministerium für Soziales, Gesundheit und Gleichstellung)
Post Center
Hannah-Arendt-Platz 2
30159 Hannover, Germany

E-mail: poststelle@ms.niedersachsen.de
Phone: (0511) 120 - 0

The emergency telephone number for the **Police** is 110.

The Fire Department or an ambulance can be called at emergency telephone number 112.

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www.dmb-niedersachsen-bremen.de

Welcome to your new life!!



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We supply the answers!

Looking for an Apartment

If you want to move out of a reception camp into a rental apartment, you need to contact the responsible communal administration first. They will explain to you how to find an apartment or contact a potential landlord.

The landlord is usually the owner of the apartment. He rents the apartment out for the tenant to live in. The tenant must pay rent to be allowed to live in the apartment.

Once the tenant has found a suitable apartment, he or she must convince the landlord that he or she is just the right tenant. As a general rule, the tenant fills out a form with his or her main personal data: age, marital status, profession, children, residency status, employer, pets etc.

Very frequently, the tenant must provide particulars about his or her income. In fact, the landlord has the right to know whether the tenant is able to pay the rent. Information about a person's creditworthiness is provided by certain bodies. These bodies can provide the tenant with a document that he or she in turn presents to the landlord.

In certain cases, the government will pay the rent for tenants who cannot pay for themselves.

The Tenancy Agreement

As a general rule, landlord and tenant enter into a written tenancy agreement. Upon affixing their signatures to the agreement, both parties have committed to upholding the rules and regulations stipulated in the agreement. Neither the landlord nor the tenant may deviate from rules and regulations stipulated in the agreement in a one-sided manner.

Therefore, it is very important that the tenant understand all rules and regulations stipulated in the agreement and make exactly sure which rules and regulations he or she is agreeing to by signing the agreement.

In addition to rent, tenants are required to pay the landlord a one-off sum of money. This is called a deposit that the landlord keeps as security against the tenancy agreement. Upon termination of the tenancy agreement, the landlord returns the deposit to the tenant unless the landlord asserts claims against the tenant.

Paying Rent

As a general rule, the tenant pays the rent monthly in advance.

If the rent is not paid on a repeated basis, the landlord is allowed in principle to issue termination. This generally means that the tenant has to move out of the apartment. Any tenant who realizes that they have too little money should contact their landlord and the social services authorities in a timely manner. That way delays in paying the rent on time can be avoided.

In addition to the rent, the tenant must also pay for some of the utility costs associated with the apartment.

This is because the landlord provides the tenant with certain services that the tenant uses regularly, like water, heating, television. Mostly, the tenancy agreement stipulates an amount for utilities; this amount should be transferred together with the rent. The landlord must settle the utilities on a regular basis.

The tenant should carefully review all written documents he or she receives from the landlord and keep them in a safe place. If there is anything the tenant doesn't understand, he or she can contact an advisory center, like the Tenants' Association, for example.

Terminating the Tenancy Agreement

Landlord and tenant may terminate the tenancy agreement. The landlord must have grounds for termination. The tenant can also terminate the tenancy agreement without cause within a regular notice period of three months. The reasons and notice periods are stipulated in the tenancy agreement. Whatever is not stipulated there will be subject to the provisions of German law.

Irrespective of whether the landlord or the tenant issues termination:

In the event of an apartment termination, the tenant should seek out a tenants advisory center. There, they will determine how the best to proceed on a case by case basis.

If the tenant moves out of the apartment, he or she should likewise seek professional advice. Indeed, there are many important things to be observed when moving out.

The Apartment

In general, when the tenant assumes occupancy, the apartment must be clean and without any deficiencies. The landlord and tenant make a record of any deficiencies or weak points.

But beware! If the new tenant takes on individual items or objects in the apartment from the previous tenant (like carpeting), the new tenant must have them removed at his or her own costs when he or she moves out, unless agreed with the landlord otherwise.

The tenant may use the apartment as he or she pleases. Living in an apartment invariably means that it will undergo wear over the years. The landlord has to accept wear and tear. Obviously, the landlord is not required to accept damage and destruction caused by the tenant. If the tenant causes any damage or destruction to individual objects or parts of the apartment, he or she is required to pay compensation to the landlord.

Tenants are well advised to never undertake any changes to the apartment on their own. Such actions could trigger claims for damage compensation.

In general, the landlord must be informed in advance about any other persons moving into the apartment. Besides this, the rules and regulations in the tenancy agreement must be observed.

The tenant is required to immediately inform the landlord or administrator as well as the facilities manager about any damage to the building and apartment— at best in writing. Often, the tenants themselves must pay the repair costs for minor damage to their apartments.

