

## General terms of the tenancy agreement

### 1. Premise

The Foundation's student apartments are intended for use by full-time degree students during the period in which they are studying in institutions of higher education in the Helsinki, Vantaa, Espoo and Kauniainen regions. These agreement terms also apply to the housing companies owned together by the Foundation and the municipality. In addition to the terms of this agreement, tenants are subject to the law concerning rental apartments (AHVL 481/95), the rules and regulations of the housing company, the instructions and regulations given in resident notifications, Resident's Guide, Tenant Charge Sheet, Tenant Responsibility Chart, and other instructions and regulations that are currently in effect and available on the HOAS website, as well as the law (1190/93) governing the use, relinquishing and buying of state subsidised low- income rental apartments and housing projects.

### 2. Tenancy period

The tenancy agreement is signed for a fixed period or as an ongoing contract. Ongoing tenancy agreements will only be awarded to full-time students or, in cases where the housing company is run in cooperation with the municipality housing department, to their tenants, based on principles that the Board of Directors will decide on. A fixed-term tenancy agreement ends on the agreed end date, unless the conditions listed in point 16 of this contract are met. A fixed-term agreement for international exchange students cannot be terminated. Ongoing tenancy agreements end when notice of termination is given, when the agreement is dissolved or terminated, or by mutual agreement.

### 3. Deposit

When renting an apartment, the tenant will pay a deposit to the lessor, if a deposit is required for the tenancy agreement to enter into force. The only valid way to pay a deposit is to pay the required amount to an account specified by Hoas. Promissory notes will not be accepted as a deposit. The deposit will be returned to the tenant's account within one month of termination of the tenancy, provided that the tenant has returned the keys of the apartment, the apartment is in a clean and normal condition and there are no outstanding payments nor any other outstanding obligations. If the bank account number for refunds changes, the tenant must notify the lessor of the change. A deposit paid by Kela, the social security office, the city, the school or other similar party will be returned to such party. The lessor may use the deposit for settlement of any outstanding payments mentioned above without consulting the tenant. A returned deposit does not absolve the tenant from the general terms of the tenancy agreement. During the tenancy period the tenant does not have the right to request that the deposit be used to cover the rent. The tenant will not receive interest on the deposit.

### 4. Move-in day

The tenant is entitled to take possession of the apartment at the beginning of the tenancy period. However, if the tenancy period starts on a weekend or on a national holiday, the tenant receives control on the following business day. The tenant's liability to pay rent comes into effect the day the

tenancy period starts, as stated in the tenancy agreement. At the termination of the tenancy, the apartment must be vacated by the last day of the tenancy agreement.

### 5. Keys

The keys are given to the tenant at the beginning of the tenancy period. The keys are for the use of the tenant only, and they are to be handled with care and responsibility. The lessor must be notified immediately, if a key is lost or damaged. If a key is lost, the tenant will be responsible for any cost incurred (including lock recoding costs). Making copies of the keys is prohibited. The tenant is responsible for collecting and returning the keys to the lessor in a manner stated by the lessor. Any costs incurred by neglect in handling the keys will be charged from the tenant according to the Tenant Charge Sheet currently in effect. A security lock may only be installed with the lessor's permission, at the tenant's own expense. The tenant must take into account that the Hoas door opening service cannot be performed if the safety lock is on.

Hoas will not take the safety lock's key for itself. In the case of repair visits and other maintenance visits, the tenant commits to leaving the safety lock open or being present during the scheduled visiting time during service hours.

After the tenancy has ended, the tenant must, at their own cost, remove the safety lock installed by them and repair and cover the holes and other marks caused by the safety lock in a safe and durable manner as determined by lock companies.

If the tenant has not removed the safety lock installed by them as described after their tenancy has ended, the lessor will invoice the removal costs from the tenant in accordance with the Tenant charge sheet.

### 6. Handing the apartment over to another person

The tenant living in student housing may not, without the permission of the lessor, hand over the apartment or any part of it, or have persons who are not included in the tenancy agreement stay in the apartment long-term or transfer the tenancy agreement to another person, as the lessor requires that the apartment be used for student housing only (AHVL 17, 18, 44 and 45§).

### 7. The tenant's responsibilities during occupancy

The tenant is responsible for giving written notification to the lessor when moving in or out, or when vacating the apartment for a longer period of time (more than one month). The tenant is also responsible for notifying the lessor of any changes concerning the identity or number of people living in the apartment during occupancy.

The tenant is responsible for cleaning, taking care of and carefully maintaining the apartment and any yard or terrace area immediately attached to it, and for following instructions given by the lessor.

The tenant is required to regularly test the fire alarm's functionality (except in properties where an automatic fire

alarm or a mains powered fire alarm system has been installed) and notify the lessor of any defects without delay.

Charging the batteries of electric bicycles, electric scooters and equivalent electrically-powered vehicles is forbidden indoors in Hoas properties, unless the batteries are constantly supervised. Unsupervised charging of the removable batteries of other vehicles, such as boats or cars, is also forbidden indoors.

Real estate electricity or apartment electricity included in the rent shall not be used to obtain economic advantage or benefit to the detriment of the lessor. In particular, the mining of cryptocurrencies, such as Bitcoin, based on work or memory storage space is prohibited.

The tenant is not responsible for the normal wear and tear of the apartment, but the tenant is required to compensate for any damage caused by him/herself. The tenant is required to compensate the lessor for any costs incurred by an unnecessary inspection/maintenance visit. The tenant is advised to get a comprehensive home insurance policy.

Any complaints concerning the initial condition of the apartment at the beginning of the tenancy agreement must be made directly to the lessor, in the way the lessor has specified, within ten (10) days of receiving the keys. You must notify the lessor directly immediately after moving in if there are any complaints concerning the way the apartment was cleaned. The tenant must also notify the lessor of any defects in the condition of the apartment or faults discovered within two weeks of moving in. The tenant is also required to immediately inform the lessor of any damage in the apartment or any defects that the lessor is responsible for repairing. The notification must be submitted immediately, if the damage/defect is at risk of getting worse if not fixed immediately. A tenant who does not notify the lessor will be held responsible for the resulting damage. The tenant is required to inform the lessor immediately if he/she finds insects or pests etc. so that the lessor can take action and start possible prevention measures in co-operation with the tenant. The lessor reserves the right to carry out preventative measures without a separate advance notification, if necessary.

A room in a shared apartment is intended to be occupied by one person. Accommodating persons who are not specified in the tenancy agreement for a long period of time in the apartment is prohibited.

Smoking is forbidden in shared apartments and in all apartments with tenancy agreements commencing after May 31st 2010, as well as in hallways, staircases and other common areas. In buildings completed on 1 January 2018 or later, smoking is prohibited in the apartments, on balconies, and in the outdoor area of the property, except for the designated areas. Smoking is forbidden in balconies with tenancy agreements commencing after January 1st 2019. If the tenant smokes regardless of the rules, any costs resulting from the cleaning, ozone treatment, painting etc. of the apartment will be charged from the tenant.

No pets are allowed in shared apartments, furnished apartments and in apartments that have a shared kitchen.

The tenant is responsible for cleaning the apartment during tenancy, and for the final cleaning of the apartment at the

end of the tenancy agreement. When the tenant changes, the apartment is inspected, which may incur charges if the responsibilities/cleaning have not been taken care of. The lessor has the right to have the apartment cleaned or repaired at the tenant's expense, if necessary. All tenants are jointly responsible for the condition of the common areas in shared apartments. Tenants of a shared apartment must agree on common living rules.

If the tenant has a storage space in the common area of the building, the tenant is responsible for emptying it. Non-emptying may incur expenses in accordance with the current, valid price list.

The amount of compensation that the tenant has to pay for damage is determined by the Tenant Charge Sheet and the Tenant Responsibility Chart that are in effect at the time. These documents are available on the Hoas website. However, the tenant is always responsible for the full cost of repairing the damage when it exceeds the charges in the aforementioned documents, and in the case that the particular cost/damage is not listed in the documents.

## **8. Equality and prevention of discrimination**

The lessor wishes to promote equality, prevent discrimination and adhere to the principles of the Non-Discrimination Act of Finland in all of its operations.

The tenants of rental housing locations must treat other residents of the buildings and the surrounding areas in an appropriate manner regardless of their age, origin, nationality, language, religion, convictions, opinions, political operations, trade union operations, family relations, health, disability, sexual orientation or other reason related to the person.

## **9. Common areas in the apartment**

All the tenants in the apartment are jointly responsible and liable for the condition and upkeep of the common areas, and of the furniture and equipment in them, as well as for informing the lessor of any changes in the condition of these areas and the equipment.

## **10. Network connection**

If the apartment is connected to the Hoasnet network, the tenant must accept the service provider's terms of service if they want to use the service. Hoas is not responsible for any interruptions in the internet service. The Otaniemi Teekkarikylä area is connected to AYY's Trinet network, and the tenant commits to comply with the service provider's terms and conditions of service. The use of said services is optional, but the non-use or purchase of an own, separate online service does not entitle to reduction on lease.

## **11. Compensation**

The tenant is entitled to a rent exemption or a fair reduction in rent for any period during which the apartment has not been available for use or in the required or agreed condition. The tenant does not, however, have this right if the defective condition is a result of neglect or carelessness on the part of the tenant, or if the repair or change carried out is caused by damage that is the tenant's responsibility. The aforementioned right does not extend into the past beyond the time at which the tenant informed the lessor of a defect in the condition of the apartment that has developed during the tenancy period. A written notification of the issue must be given without delay, after which compensation can be agreed upon.

The tenant may apply for compensation for the amount of rent or immediate expenses that is equivalent to the time period and amount of the inconvenience caused by the defect (AHVL 23 § 2 mom.). The tenant also has a right to a compensation for any inconvenience or damage caused by corrective measures or neglect by the lessor, unless the lessor can prove that the delay in making the apartment available or the defective condition of the apartment was not caused by the lessor's actions, neglect or other carelessness, or if the repair or change was carried out due to an issue that the tenant was responsible for. Any outstanding payments to the lessor may be subtracted from the compensation received by the tenant. The lessor or the housing company have the right to carry out general maintenance in the building and in the tenant's apartment during the tenancy, without the tenant being compensated for the time of repairs. Heat, water, electricity, telephone and internet service providers have sole responsibility for the functioning of these services in accordance with their general terms of service, regardless of whether the cost of these services is included in the rent or paid for separately.

### **12. The lessor's right to enter the apartment**

For purposes of renting the apartment again and supervising the condition and upkeep of the apartment, the tenant must allow a representative of the lessor to enter the apartment without delay as soon as convenient. If necessary, and in cases where immediate action is required, a representative of the lessor has the right to inspect the apartment without the tenant's consent. Hoas inspects all apartments at the termination of the tenancy and, if necessary, documents all negligence in writing without any notification. An apartment inspection may include two inspection visits, the first of which is a preliminary check that is carried out while the current tenant is still living in the apartment. There may be a second check after the tenant has moved out and the new tenant has just signed a tenancy agreement. No apartment-specific preliminary notification will be given of either apartment inspection. The inspections will be carried out by using the master key, unless this has been prohibited by the tenant in advance. Repair work may be carried out during the inspections, or such work or a cleaning may be scheduled as a result of the second inspection. Repairs and cleaning shall be carried out using the master key, unless prohibited by the tenant.

### **13. Transferring the tenancy agreement**

On grounds of expediency the lessor may, in accordance with the terms of notice, transfer the tenancy to an equivalent apartment or an equivalent part of an apartment that is under the lessor's authority.

### **14. Rent and other charges**

Rent is determined according to the amount that is needed, in addition to other earnings, to cover the financing and the upkeep of the apartment and related areas, following the principles of good property maintenance. Rent will be adjusted in accordance with changes in the costs listed above. The rent in different buildings and apartments may be averaged between them. Rent is set as monthly rates, which are used to calculate the average rent per square metre for each property. Rents will be reviewed annually or when necessary according to these principles, even after the restrictions on state subsidised low-income rentals have ended. In addition to the lease, the tenant undertakes to pay

the contract-specific usage fees, such as water, electricity and parking space fees, as well as compensation according to the tenant charge sheet. Spouses or those entered into a joint agreement are jointly liable for the lease and usage fees for the entire duration of the agreement or as agreed with the lessor.

### **15. Notification of changes in rent and utility bills**

The lessor will inform the tenant of changes in rent and utilities in writing before they come into effect.

The increased rent shall take effect no sooner than two months after the beginning of the rent payment period immediately following the notification date. (Act on Residential Leases 29.6.2001/606)

### **16. Payment/collection**

Rent and other bills will be paid monthly in advance to the lessor's bank account, at the latest on the sixth day of each month. The tenant will be responsible for any fees charged by the bank for international transfers. A late payment fee as authorised by the law on payment collection and a penalty interest rate as defined in the Interest Act will be added to overdue charges. If the payment is not made after a reminder has been sent, the payment will be referred to a collection agency.

### **17. Termination and dissolution of the tenancy agreement**

When either party gives notice of termination, the agreement will end after the notice period is over. The tenant's notice period is one month, which is calculated from the last day of the month during which notice is given. Cancellation of termination of the tenancy agreement will be charged according to the Tenant Charge Sheet in effect at the time of cancellation. When the lessor gives notice of termination of the tenancy agreement, the notice period is three months. However, if the tenancy has continued uninterrupted for at least one year prior to the notice, the lessor's notice period is six months.

A fixed-term agreement will end without a separate notice, unless later developments after the agreement is signed render the agreement unreasonable for either party.

The notice of termination must always be given using the notice of termination form. The notice of termination of a family agreement and other joint agreements must be submitted by each party who signed the tenancy agreement.

If one of the tenants of the shared apartment terminates their tenancy agreement, Hoas will inform the other tenants of the shared apartment. If the lessor terminates the rental agreement due to a basic renovation to be made in the property, the lessor is not required to arrange temporary accommodation for the tenants for the duration of the basic renovation.

The tenancy agreement may also be terminated due to unpaid rent or for causing a disturbance. In such cases, the agreement may be terminated either immediately upon notice of dissolution or at a later date, as stated by the party terminating the agreement.

### **18. Verifying the right of occupancy**

The tenant must inform the lessor of changes in the circumstances which were reported at the start of the

tenancy agreement relating to the tenant's studies, such as discontinuation of studies, graduating or other pertinent information (including change of name or birth of children). Furthermore, the tenant agrees to supply the information about his/her right of occupancy as requested. Proof of full-time student status and study credits must be presented according to the current study credit requirements during a verification of right of occupancy. The regulations governing this are determined by the Board of Directors or a body authorised by it.

The study credit limit for students of institutes of higher education is 20 credits per calendar year or 40 credits per two calendar years. Giving false information or refusing to supply information can lead to termination of the tenancy agreement.

#### **19. Processing of personal data**

Processing the tenants' personal data and other customer data is based on a contract relationship, legal requirement or a legitimate interest of the lessor or the client as well as good housing practice. A register statement has been compiled of the data collected by the lessor, and it can be read on the lessor's website, [www.hoas.fi](http://www.hoas.fi).