

# TERMS OF THE TENANCY AGREEMENT

## 1. RIGHT FOR OCCUPANCY

The right for tenancy at TOAS is primarily granted to students studying fulltime at higher educational units at Tampere and municipalities around Tampere. This right for tenancy continues for one year after graduation. If the studies are interrupted or if there is insufficient proof of studies, the landlord retains the right to give notice, as per the law relating to tenancy; six months on rentals that have lasted for over a year, and 3 months for rentals under one year (Act of Residential Leases, Section 52).

## 2. DURATION OF TENANCY

The Tenant is entitled to tenancy of the apartment from the beginning of the tenancy period for which s/he is obliged to pay rent. The tenancy is valid until further notice, with the conditions as stated hereinafter, or for a fixed term.

## 3. RENT

The Board of Directors of the Lessor sets and confirms the unit rent (euro / m<sup>2</sup> / month). The Tenant is obliged to pay rent as per invoice and as calculated according to the unit rent stated above. Should the grounds for allocation of rent in a housing location be changed, the rent obligation will differentiate from the total area of the apartment. By signing this agreement, the Tenant agrees to the implementation or revision of this allocation during the validity of this agreement. Any changes in rent allocation must be notified as changes in rent.

## 4. FACILITY USAGE FEE

In addition to the rent, and as set and confirmed by the Lessor's Board of Directors, the Tenant agrees to pay any usage and amenities fees not included in the rent. Electricity is included in the facility usage fee. Tenants can also rent separately; a car parking place, a car parking place within a parking hall or a garage.

## 5. INTERNET

Tenant has a right to use internet connection. All internet users must accept the terms of use and connection agreement when using the network and any possible amendments announced by the network administrators as well as general contract terms of information traffic for companies and communities. The latest version of the connection agreement, with its amendments, and other possible regulations can be found at TOAS website: <https://toas.fi/en/>. TOAS will not take responsibility for the information security of the network traffic or the user's own systems. Additional fees are not collected for using the network.

## 6. NOTIFICATION OF CHANGES IN RENT AND USAGE AND AMENITY FEES

The Lessor shall, if he desires to increase the rent, notify the Tenant in writing of the increase, its grounds, and the new rent. The new rent shall take effect no sooner than two months after the beginning of the rent payment period immediately following the notification date.

The determination of rent shall be done according to the absorption principle of rental determination in the Act on the Use, Assignment and Redemption of State-subsidized (ARAVA) Rental Dwellings and Buildings and interest subsidies legislation with the Lessor's unilateral rights on rental increase as well as rental equalization. Unless the apartment is bind by the ARAVA or interest subsidies legislation on determining rent, the rental increase of an apartment can be at most the amount of the cost-of-living index or + 5 %.

Notwithstanding, the Lessor referred to in this section need not separately notify the Tenant of an increase in the charge payable for water, electricity or any other amenity included in the use of the apartment if it is based on an increase in consumption or in the number of persons living in the apartment, provided that it was agreed in the lease agreement that such amenity would be paid for separately on the basis of consumption or the number of persons living in the apartment. In this event, the Tenant shall be notified of the volume of consumption for each payment period. (Act on Residential Leases, Chapter 3, Section 32)

## 7. PAYMENT TRANSACTIONS

Rent and other payments are to be paid in the manner designated by the Lessor on a monthly basis in advance by the 6th date of each month to a bank account or other recipient as indicated by the Lessor. Should the Tenant not pay the aforementioned rent and other fees by the due date, overdue interest on the unpaid charges will be the maximum overdue interest rate as stipulated by the Interest Act. However, at least an equivalent of one month's interest on unpaid rent and other fees will be collected as overdue interest in all cases. In addition, the Tenant is liable for the payment of any costs and expenses caused by the collection of overdue rent and other fees as set and confirmed by the Board of Directors of the Lessor.

## 8. DEPOSIT

At the commencement of the tenancy, the Tenant will pay a deposit, as set and confirmed by the Board of Directors of the Lessor, to the Lessor's bank account as a security and damage margin. The Lessor will pay the deposit to the bank account designated by the Tenant at the end of the tenancy, provided the Tenant has returned the keys of the apartment and left the apartment and other public areas adjoining the apartment in a clean and normal condition, and not have any unpaid rents, fees or other liabilities to the Lessor outstanding. The Lessor can, without hearing the Tenant, use the deposit to recover his receivables. TOAS will return the deposit in the month following the termination of the agreement. TOAS will not pay interest on the deposit fee.

## 9. DUTIES OF THE TENANT WHEN RESIDING IN THE APARTMENT

The Tenant must take good care of the apartment. The Tenant is obliged to financially cover any damage caused intentionally or by negligence. The Tenant is obliged to report any damage or deficiencies in the apartment to the Lessor without delay. The Tenant must notify the Lessor immediately if any repairs are required in order to prevent further damage.

## 10. SUBLETTING AND SECONDARY LEASING OF THE APARTMENT PROHIBITED

As enabled by Section 72 of the Act on Residential Leases, TOAS prohibits the subletting of the apartment to another party.

## 11. TEMPORARY ASSIGNMENT OF THE APARTMENT TO ANOTHER STUDENT

Section 18 of the Act on Residential Leases enables the Tenant to temporarily assign the apartment to another student, if the Tenant is temporarily residing in another location for reasons of study. However, permission for this temporary assignment must be obtained from the Lessor. Such permission can be granted for a maximum of two years. The recipient of the temporary assignment must also be a student.

## 12. REVISION OF RIGHT FOR OCCUPANCY

The tenant is required to provide the documents necessary to prove their right for tenancy, by a date separately agreed by the Lessor. The Lessor also retains the right to acquire the details of study for the tenant from their place of study. The Lessor retains the right to give notice if the tenant has already graduated, if their studies have been interrupted, or if there is a lack of proof for fulltime study (notice period three or six months).

## 13. TERMINATION OF THE TENANCY AGREEMENT

If the Tenancy Agreement is terminated by the Lessor, the period of notice is three (3) months. If the tenancy of a residential apartment has endured continuously for a minimum of one (1) year, the period of notice is six (6) months. The Lessor gives notice using a form for this purpose. When the Tenancy Agreement is terminated by the Tenant, the period of notice is one (1) calendar month. The period of notice is calculated from the last day of the month of the termination onwards. The termination must be made in writing and it must be dated and verified with the Tenant's own signature and new address. The Lessor must approve the termination for it to be effective. When a married or co-habiting couple use a residential apartment as their mutual home, one spouse cannot terminate the tenancy without the consent of the other. (Act of Residential Leases, 481/1995)

## 14. FINAL INSPECTION OF THE APARTMENT

The Lessor will inspect all apartments at the termination of the tenancy. The inspectors conduct shared apartment inspections on weekdays (Mon-Fri) from 8am-4pm from the 15th day of the month of giving notice (the month preceding moving out) and again on the moving day. The Tenant will not be notified of this inspection. Should the Tenant not wish the apartment to be inspected while s/he is not present, the Tenant must notify the TOAS maintenance department. Studio and family apartments will be inspected during the first working day after the month of giving notice.

## 15. CHANGING STUDY BEDROOMS IN SHARED APARTMENTS

A Tenant is not permitted to change study bedrooms in shared apartments without the consent of the Lessor. The Lessor will collect a separately designated fee for this from the Tenant.

## 16. GENERAL PROVISIONS

In addition to this agreement, the tenancy will comply with the Act on Residential Leases (481/1995). The Tenant must take good care of the residential apartment and follow the orders and rules of conduct as stated by the Lessor. If deemed necessary, the Lessor is entitled to have the apartment cleaned or otherwise repaired at the expense of the Tenant. The Tenant is not permitted to use any device or equipment, other than regular household appliances, without the express consent of the Lessor. The Tenants share joint responsibility for the condition of the furniture and equipment in the public areas of residential buildings. Smoking is forbidden at all TOAS locations, inside the flats as well as in all common areas (staircases, lifts, basements, common rooms, saunas and washrooms and shared balconies). Pets are not allowed in shared apartments or in the apartments with a common kitchen. Any persons whose names are not stated in the Tenancy Agreement are not permitted to reside in the apartment. Information for tenants is primarily sent via email.

## 17. ANNULMENT OF THE TENANCY AGREEMENT

Should the Lessor or the Tenant wish to use his/her legal right to annul the Tenancy Agreement, written notification of the annulment must be given to the other party to the agreement. This written notification must include the grounds for the annulment and the date of the termination of the tenancy, if the tenancy should terminate later than immediately after the notification of the annulment. The annulment notification must be served according to the stipulations concerning the service of a summons, or otherwise verifiably. The Act on Residential Leases, Sections 8, 38, 40, 49 and 61, indicates the Lessor's grounds for annulment. The Act on Residential Leases, Sections 8, 16, 20 and 62, indicates the Tenant's grounds for annulment. In cases mentioned in the Act on Residential Leases, Section 62, the Lessor must give the Tenant a written caution before executing the Lessor's right to annul the agreement. Should the person residing in the apartment / Tenant give the Lessor false information concerning his/her studies, the Tenancy Agreement will be annulled immediately. This property does not include a washing machine or a dishwasher. If a previous tenant has left either of these machines behind, or if the tenant themselves brings one in, the tenant is themselves responsible for any damage from water leaks or other types of damage caused by the machines.

When a tenant removes a dishwasher, it is their responsibility to ensure that the piping is correctly closed off. TOAS recommends that all tenants acquire a comprehensive home insurance policy to insure themselves against any eventualities that they may cause in the property themselves.

## 18. KEY

The Tenant will receive the key to the apartment on the first day of his/her tenancy. If the first day of the tenancy is a bank holiday or on the weekend, the Tenant will receive the key on the next business day. Making copies of the key is prohibited. The Tenant is responsible for the key given to him/her and should the Tenant lose the key, the Lessor is entitled to recover a set fee for having a new key cut or for the re-serialization of the locks.

## 19. TERMINATION AND MOVING IN DATE OF THE TENANCY AGREEMENT

The termination date of the Tenancy Agreement is the date on which the tenancy is terminated due to giving notice or termination of the agreement. The moving in date is the next weekday (Mon-Fri) after the termination date of the Tenancy Agreement when the keys must be returned at the latest. If the keys are returned late, the Tenant moving out will be charged for it.

Two (2) copies of this agreement have been made, one (1) for the Tenant and one (1) for the Lessor.