

# What do I need to pay attention to when renting an apartment – Contents of the rental agreement



## **Introduction:**

Dear Readers,

Are you looking for an apartment or about to sign a contract or move into your own apartment?

In this brochure, which has been drawn up by the integration office of the Landkreis Fulda district, you can find useful information and tips regarding the contents of the rental agreement, so that you know what to look out for when renting an apartment and how you need to behave in the rental relationship. In this brochure we will also examine your rights and what you can expect from your landlord.

We wish you every success for your forthcoming move!

**Landkreis Fulda Integration Office**

# 1 What is a rental agreement

A rental agreement regulates the **rights** and **duties** of **tenant** and **landlord**, it is provided by the landlord.

When concluding a rental agreement it is important to examine the contents carefully and understand these.

## 2 Contents of the rental agreement

### 2.1 Details of tenants

As a rule, all persons who will be occupying the apartment must also be listed in the rental agreement. Tenants are only those persons who have also signed the rental agreement. This means that they are subject to all rights and duties of the rental agreement.

Note: Further individuals may only move into the apartment with the prior, written authorisation of the landlord.

### 2.2 Description of the apartment

This details the size of the apartment in particular, as well as the number of rooms. Please check these details for their correctness.

It is also important to check if the fixtures and furnishings named in the agreement, such as fitted kitchen, furniture etc., are actually

present and free of defects. Missing items should be crossed out of the agreement and defects named in the rental agreement.

## **2.3 Rent, costs of heating and utility costs/electricity**

### **Rent:**

The rent is the amount to be paid to the landlord each month in order to live in the apartment. The rent must be transferred to the landlord by the 3rd of the respective month at the latest.

If you are dependent on payments under SGB II - Social Security Code - (Kreisjobcenter Fulda - Fulda district job centre) or SGB XII (the social security offices of Sozialamt Stadt or Landkreis Fulda), you should find out from the respective authorities what is considered a reasonable rent (without utilities) for you and use the completed rental certificate (listing of heating and utility costs) to obtain written authorisation prior to signing the rental agreement.

### **Heating and utility costs:**

In addition to the rent, the costs for heating and utilities are also listed in the rental agreement. In some cases the heating costs may also be payable to the provider separately. In this case you should contact the

energy provider of your choice and conclude a contract.

In the case of the heating and utility costs, a distinction is made between **prepayment** and **flat-rate payments**.

**Prepayment** is an amount paid by the tenant to the landlord each month that is subsequently compared to the annual heating and utilities accounts.

The heating and utilities accounts are drawn up annually by the landlord by 31/12 of the following year at the latest. This involves the actual costs incurred being compared to the prepayments made.

In the event of a supplementary payment this is to be made by the tenant, in the event of a credit this will be repaid to the tenant by the landlord.

In other words, only the costs actually incurred are paid.

A **flat-rate payment** is a fixed amount determined by the landlord. No annual invoicing occurs. The flat-rate payments should be within a reasonable limit. For a comparison, please see the index of heating and utility costs for the state of Hesse.

In the case of flat-rate payments it is possible for actual consumption to fall, but not the flat rate, with the result that tenants pay more than has actually been consumed.

The reverse case may also occur, namely that you consume more than you pay for.

In the area of heating costs and water consumption special reasonableness criteria apply for basic social benefits (these include unemployment benefits and social security payments such as Arbeitslosengeld II, Sozialgeld, Sozialhilfe etc.). Please contact the district job centre (Kommunales Kreisjobcenter Fulda) or the respective social security office (Sozialamt).

### **Electricity**

A distinction is made between **household electricity**, **shared electricity** and **heating electricity**.

**Household electricity** is electricity for use in your own household, such as for the television, fridge etc.. Household electricity is generally paid directly by the tenant to an electricity provider of their choice, the registration for this is **not** undertaken by the landlord. If you receive benefits under SGB II, the costs for household electricity are contained in these benefits.

Electricity costs are also subject to annual accounting by the electricity provider.

**Shared electricity** is the electricity consumed in the commonly used areas, such as on the stairs. This is generally included in the utility costs.

**Heating electricity:**

In some households the apartment is not heated by oil or gas, but instead via night storage heaters or infra-red heating. These source their heat from the household electricity.

In order to identify how high your heating or household electricity consumption is, the landlord should install separate meters where possible.

As a rule, it can be said that attention should be paid to the consumption of heating, electricity and water, as otherwise there is a risk of high supplementary payments. You should therefore pay attention to your heating and ventilation behaviour, as well as electricity consumption.

In the event of difficulties you can also arrange an energy saving consultation with Caritas Fulda, which can run an energy saving check for you.

## **2.4 Deposit**

The rental deposit is a security for the landlord and is paid by the tenant at the beginning of the rental relationship. This serves to protect the landlord against damage and loss caused by the tenant, such as damage to the rental apartment, unpaid rent or unpaid utilities. If, after the ending of the rental relationship, the apartment is handed over in a faultless condition and there are no claims from the rental relationship, such as for unpaid utility costs, the deposit will be paid back to the tenant in full, plus interest that has been incurred.

If, on vacating and handing over the apartment, damage and loss is identified, for example in the form of unpaid rent, the landlord can retain the outstanding share from the rental deposit to compensate the rent arrears.

The rental deposit may only amount to a maximum of three rental payments without utilities, the type and means of payment as well as the amount must be stated in the rental agreement.

A number of housing associations require the purchase of housing association shares. This means that a rental security is not paid, but instead a share of the housing association is purchased.

Please contact your landlord with questions regarding this.

## **2.5 Duration of the rental relationship**

In rental agreements a limitation to a specific time may be agreed, or an agreement that the tenant or the landlord may not terminate the agreement. However, in the case of rental agreements without a time limit the landlord may only terminate in an orderly manner where statutory grounds for termination exist, such as personal requirements. In turn, tenants with a contract without termination exclusion clause can generally terminate with a three-month period of notice.

## **2.6 Renovation/repairs (mould)**

The landlord is required to maintain the rented property in a condition suitable for the contractually-agreed use during the rental period. However, the landlord may pass on part of the cost for minor repairs to the tenant via an agreement in the rental agreement. This is limited to damage to shower heads, dripping taps, damage to blinds or power sockets, light switches, window and door latches. The amount of the costs to be

borne by the tenant in one year may not exceed a maximum total of 150 to 200 euros for all minor repairs.

If the damage or loss caused occurs within the rental relationship, this may be met partially or in full by third-party insurance cover, where a policy has been taken out, following prior assessment by the insurer.

Third-party insurance cover is therefore advisable. You can receive advice regarding this at the Verbraucherzentrale Fulda.

### **Cosmetic repairs/renovation on occupying and vacating the apartment**

Not all clauses regarding cosmetic repairs are effective. Tenants moving into an unrenovated apartment are not required to renovate it. Instead, the tenant may be required to rectify any wear and tear on vacating it. However, if a rental agreement for an unrenovated apartment requires complete renovation at the expense of the tenant, the entire clause is invalid.

However, if the tenant has received a financial consideration for the renovation work, then it is assessed as if the tenant has taken over a renovated apartment. If the apartment is handed over in a renovated state, on leaving the apartment the tenant is required to carry out the necessary renovations at his own expense.

The tenant should go through the apartment looking for damage and defects and add these to the rental agreement.

### **Mould**

If mould occurs, the landlord is responsible for removing this. However, the tenant is obliged to ventilate properly, the windows should be opened fully for 5 to 10 minutes, the heating should be turned down during this time. The frequency of ventilation depends on the level of insulation of the windows, with well-insulated windows requiring more frequent opening than older wooden windows. The landlord is required to provide correct information about heating and ventilation behaviour.

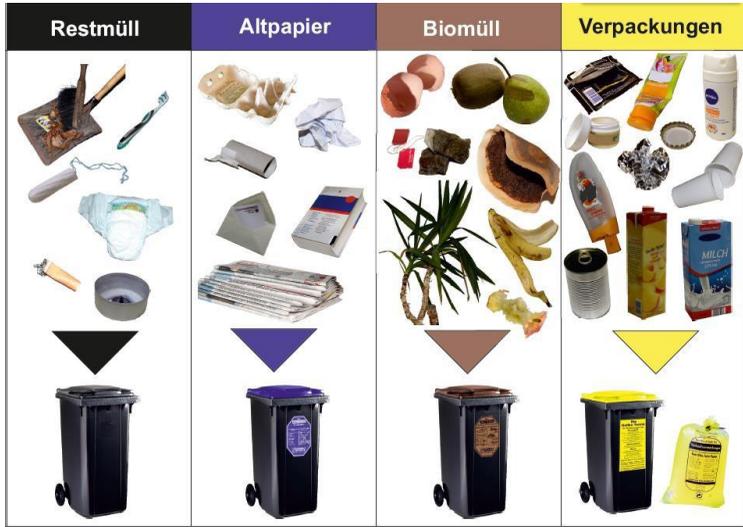
## **2.7 House rules**

The house rules apply to all residents of the building and regulate the cohabitation of all residents. With their rights and duties, they ensure that a level of order exists in the building and that all residents are considerate of one another. Amongst other issues, they include

**Quiet periods:** these are stated individually in each rental agreement. During these periods electrical devices such as stereos and televisions are to be set at room volume. If there is a party for a special occasion, all tenants are to be informed of this in good time.

**Cleaning plan:** To maintain the building and property in a clean state, the landlord draws up a cleaning plan. If no cleaning service is assigned, all tenants are required to observe the cleaning plan. This may oblige the tenants to clean, for example, hallways, stairs, the courtyard, the pavement in front of the building and similar, or to free them of snow.

**Waste separation:** In Germany there are strict rules regarding the separation of waste. If waste is put into the wrong container, the containers will typically not be collected by the waste disposal company, or the containers will be treated as residual waste. If this occurs, the costs for waste disposal rise and are passed on to the tenants.



Restmüll	Altpapier	Biomüll	Verpackungen
<p>Windeln, Zahnbürsten, sonstige Hygieneartikel, Scherben, Kehricht, Porzellan, Zigaretten, verschmutztes Papier (kein Toilettenpapier), Papieraschentücher</p>	<p>Briefe, Werbeflyer, Packpapier, Kartonagen (zerkleinert), Eierkartons, Kataloge, Bücher, Zeitungen, Zeitschriften, Geschenkpapier, Schreibpapier, -hefte</p>	<p>Speisereste, Eierschalen, Kaffeefilter, Teebeutel, verdorbenes Obst, Küchentücher, Kleintierstreu, Schnittblumen, Pflanzen (ohne Topf)</p>	<p>Tetrapack, Kunststoffflaschen (Shampoo, Duschgel, Spüli, ...), Alufolie, Spraydosen (leer), Plastikbecher, -beutel, -folien, -verschlüsse, Styropor, Konservendosen</p>
<p>diapers/nappies, toothbrushes, other toiletries, shards, sweepings, porcelain, cigarettes, dirty paper (no toilet paper), tissues</p>	<p>letters, advertising flyers, packing Paper, cartons (crushes), egg carton, catalogues, books, newspapers, magazines, gift wrap, writing paper, exercise book</p>	<p>leftovers, eggshells, coffee filters, teabags, bad fruits, kitchen paper, small animal litter, cut flowers, plants (without pot!)</p>	<p>Tetra packs, plastic bottles (shampoo, shower gel, washing-up liquid, ...), aluminium foil, aerosol cans (empty), tins, plastic cups, plastic bags, plastic foils, plastic fastenings/tops, polystyrene</p>
<p>أوراق الأسمدة، فرشاة أسنان الصغرى، شظايا البلاستيك، حفاضات الأطفال</p>	<p>ورق التنظيف، الكتيبات المخطوطة، الكتب، كاتالوجات، كرتونة البيض، النفايات، ورق التغليف، السماعات المصغرة</p>	<p>بقايا مريحة، قشر البيض، بقايا الطعام، صناعات، مختلف الصلح، الفواكه القاسية</p>	<p>الأشرطة البلاستيكية، مخابر، في كرتون، البلاستيك، علب، الهباء الجوي، دود</p>
<p>ذائبود، بچون كې لېيى، ئوتە يوش، پالچېك اشيا، شېشى كې كازى، صھالې كارى والى اشيا، چىن كې بزان، قوغداق، سىگارىت، گىتە، كاتىد، (توالېت، بېيىز كې علاھە) ئاشۇز، ۋە يەنە</p>	<p>خطوط، اشعارات، بېيىز، گىتە كې دېۋىز، اچىش، طرۇق، سىل كې اشىق، كېتەك، بوز، طرۇق كې، كاتىس، خەلا، اشعارات، سىمكارىن، نىسالى، تىخاف كې، كاغۇز، ۋە يەنە، راتىنگ، بېيىز، ئىز، بوز، طرۇق كې، كاتىس</p>	<p>بچا كھچا، كھانا، ئاشۇق كې، چەتلىك، كافى، قاندى، چاينى كې، تېي، گىتە، سىزە، تېل، كېچىن كې، سىستىمال، شەدە، كاغۇز، جانۇزى، كا، پانچانە، بھول، بۇدۇن، كې، لېيىن، اور، بىزە، ۋە يەنە</p>	<p>دودھ، جوس، يا، پالاي، ۋە يەنە كې، خالى، پېكت، پادىسكى، كې، اشيا، خەلا، تۇل، كې، بۇتلىق، شىۋى، پادىسكى، كې، كې، خالى، پېكت، ئىز، بوز، طرۇق كې، پادىسكى، كې، اشيا</p>
<p>Xafayad, Rumi, alaaba nadaafadda, dhalooyin, sigaarka, warqadaha wasaqda ah(warqada musqusha ma ku jiro), warqada diifka</p>	<p>Warqadaha, warqadaha warbixinta, kartoonada, kartoonka ukunta, buugaaska, joomalka, majalado, warqadaha wax lagu qorto</p>	<p>Cuntada harto, qobka ukunta, fitarka kafeeyga, warqada jikada, qudaarta xun, fiyooraha, ubayyada</p>	<p>Kartoonka caanaha, dhalooyin caag ah ( shaambada shaambada weelka), warqada aluuminmka, gascayada , koobabka caaga ah, caagag</p>
<p>زېھە، ھاي، ھېي، قەدھە، پېكت، سىداك، مېخسوز، پىشاش، - خەردە، شېھە -، اوزۇق، چىيى، - سېگارىت، - نىسالى، كاغۇزى</p>	<p>كاغۇز، پەلە، پېكت، نەمە، - رۇز، نەمە، - لىقى، - كرتان، - كارتىن، نەم، - مرغ، - كاتىد، - كاغۇز، - كاتىد، - كاغۇز، خەيدە، - نەق، - دېگەر، كاغۇزى</p>	<p>زېھە، ھاي، لىقى، غداي، مالدە، - بوست، نەم، مرغ، - قانۇر، ھەم، - چاي، لېۋىز، كېسە، چاينى، - مودە، ھاي، قاسد، - نىسالى، كاغۇزى، (ئېش، خەلە)، - كا، زىر، جۇدات، كېچىك، - شەھە، ھاي، گى، رىگە</p>	<p>بېستە، ھاي، پېكت، ھاي، لېيىن، - پىشاش، پالچېك، (شېشى، - مابىر، قوغداق، - زىل، - دوش)، - اوزۇق، سېرىق، - قوغداق، سىر، - دېرھا، ۋە يەنە، ھاي، پالچېك، رىگە</p>

Batteries, bulky waste and glass are not included. Batteries can be disposed of at electrical retailers. Bulky waste is collected up to twice a year or with prior notification, but can also be brought to the recycling centre. Waste glass belongs in the waste glass container, where it is first sorted according to colour and the lids removed. The containers are located at a central site in nearly all districts.

**Communal areas:** These are parts of the property that all tenants may use. Amongst others, these include the laundry, the attic, the garden and the stairway, the hallway and the lift. The house rules regulate, for example, whether pushchairs or bicycles may be left in the hallway. Shoes, rubbish bags and beverage crates should not be left in the stairway or hallway, however. In addition, a usage rota may exist for use of the garden, the laundry and the attic, which all tenants are to abide by.

### **3 General information**

If let apartments or buildings are sold, the rental agreements concluded with the preceding landlord remain valid.

If a lift is present, the costs for the maintenance and servicing are apportioned to all tenants, this also includes parties that live on the ground floor and do not use the lift. If a cable connection is provided, the costs of this must also be borne by the tenants, regardless of use.

Therefore, you should clarify all open questions before concluding a rental agreement. In the event of problems you can turn to corresponding associations, organisations or lawyers specialising in rental law.

## **Offers of the co-operation partners:**

### **“Kaufhaus mit Herz” Sozialkaufhaus der AWO (non-profit department store)**

Am Aschenbergplatz 14-16  
36039 Fulda

Opening hours:

Monday – Friday 10:00 am – 1:00 pm  
3:00 pm – 6:00 pm

### **Caritasverband für die Regionen Fulda und Geisa e.V.**

Energy saving check

Wilhelmstraße 8 and 10  
36037 Fulda  
 0661 – 2428 366

### **Grümel Möbelmarkt und Elektrogeräte recycling (furniture and electrical devices)**

Steubenallee 6  
36041 Fulda

Opening hours:

Monday – Friday 9:00 am – 12:30 pm  
3:30 pm – 5:00 pm

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