

**General**

1. Domus Arctica -säätiö (here onwards abbreviated as DAS) gives the right to use the apartment or part of the apartment and its shared premises, mentioned in the tenancy agreement, as a rental apartment. This right is given to a tenant who fulfills the criteria of tenant selection process defined by DAS.
2. During the tenancy the stipulations of this agreement, the stipulations of the Act on residential leases, the directions given by the National Housing Board and the Finnish government and the local authorities and the DAS order regulations and other DAS rules attached to this agreement are followed.

**Duration of the Tenancy Agreement**

3. Tenancy agreement becomes valid when a tenant has accepted the offer for an apartment. After acceptance the agreement becomes binding for both parties and to give notice of termination to this agreement regular termination practices and processes are followed, or the agreement can be terminated with a mutual contract between both parties, the lessor and the tenant. The tenant's right to take possession over the rental apartment and the duty to pay rent begin on the same date as the rental time begins, mentioned in the tenancy agreement. However, if this date happens to be placed on Saturday/Sunday or on a midweek holiday, the tenant has the right to take possession over the rental apartment on the next working day. The beginning of the rental time mentioned on the tenancy agreement and on the attachments is the day on which the tenant has the right to take possession over the apartment.
4. Notice of termination by the tenant must be given in a substantiated way i.e. in written. Also an electronic form called the "notice of termination" sent through DAS tenant pages is approved as a substantiated method of giving notice of termination on the agreement. A notice of termination sent via email is not accepted. For a tenant the term of notice is one (1) month. Notice of termination is calculated from the last day of the month during which the notice is given to DAS. The notice of termination has to be delivered to DAS no later than on the last working day during the working hours of DAS office employees of the same calendar month which the term of notice is calculated from. Term of notice for DAS (the lessor) is three (3) months if the tenant's agreement has been valid under one (1) year and after this the lessor's term of notice is six (6) months.

It is not possible to give notice of termination for a fixed term agreement. The agreement ends on the previously agreed date without a separate notice of termination.

**Keys**

5. The keys are handed over to the tenant on the same day as the right to take possession over the apartment begins with the condition that the tenancy agreement has been signed and the deposit has been paid. The tenant is responsible for taking proper care of the keys. However if keys are lost, tenant is responsible for paying for the costs caused by losing the keys. i.e. costs of changing the keys and locks.

**Using the Apartment, Condition and Taking Care of the Apartment**

6. The apartment or the part of the apartment and their shared premises mentioned in the tenancy agreement are handed over to the tenant in the condition that they are in at the moment of handing over i. e. the rental time begins. All notices about the condition and flaws of the apartment and other remarks and demands must be given to DAS by filling primarily the electronic apartment card within a week from moving into the apartment.

The tenant must make sure that the apartment, part of the apartment and the shared premises remain in the present condition. The tenant is not responsible for the normal wear and tear caused by using the apartment for living. The tenant is obliged for paying to the lessor for the damage he or she causes intentionally, by negligence or by other carelessness.

The tenant is also obliged for paying for all the damage caused intentionally, by negligence or by other carelessness by guests who stay in the apartment with the consent of the tenant.

If the tenant notices a fault or a shortage that has the potential of causing a major damage in the apartment, he or she is obliged to take actions to prevent any further damage. The tenant must also inform the lessor or the representatives of the lessor about all the faults immediately after noticing the faults by using an electronic note of fault or by phone, following the order regulations by the lessor. Neglecting the responsibility to report of the faults can lead to liability for the damage.

The tenant must also inform the lessor or the representatives of the lessor about all other faults and damage he or she notices in other areas in the facilities or buildings immediately after noticing the faults by using an electronic note of fault or by phone, following the DAS order regulations.

7. The tenant agrees to follow the DAS order regulations and other rules and regulations about the public order. The tenant also agrees to make sure that his or her guests follow these rules and regulations. If the tenant offends these rules essentially, the lessor has the right to rescind the tenancy agreement one-sidedly according to the 61§ of the Act on residential leases. Even a minor offence of the order regulations gives the lessor the right to give notice on the tenancy agreement which is made until further notice.
8. In shared apartments other tenants must be taken into consideration and this must be done also when inviting guests to the apartment. In shared apartments the guest must stay mainly in the room of the hosting tenant and the guests must not cause

disturbance to other tenants in the shared apartments. The durations of these visitations should also be kept reasonable. For longer visitations all tenants should seek for a mutual agreement.

9. The tenant is not allowed to do any changes in the apartment without the written consent from the lessor. It is forbidden to bring any extra heaters or air conditioners apart from the ones the lessor has installed or agreed to install or other than regular household electronics into the apartment.
10. Attaching items on the walls is allowed only onto the already existing strips made of wood or other material.
11. Tenants living in the shared apartments with separate tenancy agreements have to take care of the shared premises of the apartment (i.e. the kitchen, bathroom, toilet, hall, balcony and storage space) together. This responsibility includes also the equipment, furniture and the cabinets in the shared premises.

The tenant agrees to leave the apartment in a good and tidy condition when moving out. The moving out cleaning must be done according to the cleaning instructions of this agreement. If the moving out cleaning has been neglected the lessor has the right to order cleaning from a cleaning company without consulting the tenant and to charge the costs from the tenant's deposit.

Alternatively the lessor can charge a penalty fine according to what has been agreed on in the agreement to cover the costs of cleaning the apartment.

The lessor has the right to make an inspection in the apartment after the tenant has moved out. Also in shared apartments the inspection can be done both in the room and in the shared premises even though there are still tenants living in the apartment or in the room.

12. Smoking is prohibited in DAS apartments, staircases and shared and common premises of the apartment buildings. If the prohibition of smoking is broken, the lessor has the right to fix and or clean the apartment and remove the smell at tenant's expense without consulting the tenant.
13. The tenant is obliged to inform without any delay if he or she notices pests in the apartment. The lessor has always the right to charge the tenant at least half of the costs of extermination and cleansing if the tenant has failed to follow the duty of informing the lessor about the pests.
14. It is forbidden to keep rubbish or trash in the apartment and they must be taken to the waste and recycling points according to the waste and recycling management instructions and guides and according to the order regulations of the lessor. In shared apartments all the tenants are responsible for taking care that no waste or rubbish is kept in the shared spaces of the apartment.
15. Both the building exits and the rescue roads (by which lanes reserved for emergency vehicles are meant) must always be kept clear and empty. Flammable or other material that increases the risk of fire or complicates putting the fire down must not be kept inside the building or in the close proximity to the building. It is prohibited to store or keep any items around the exits or in the corridors. Staircases are not allowed to be used as a storage space.

If the tenant leaves items in the shared premises and does not remove them after a written notification the lessor has the right to remove and store the items at the cost of the tenant or dispose the items with little to no value.

### **Repair and fixing work**

16. The lessor must inform the tenant beforehand in the way agreed on in the tenancy agreement about the repairs and changes which will be done in the apartment.

The lessor has the right to do work which are urgent and cause minor inconvenience right after informing about the work that is to be done. Other work than the ones mentioned before can be done when the work have been informed two (2) months prior to starting the work.

17. The tenant must allow the lessor to enter the apartment for supervising and maintaining the condition of the apartment without delay and on a convenient time. If the apartment will be rented forward, the lessor has the right to show the apartment to the next tenant on a time suitable for both the lessor and the tenant. The lessor has the right to receive assistance from police authorities if the tenant denies the access from the lessor.

The lessor has the right to enter the shared spaces of a shared apartment for repair work or to make an inspection to supervise the condition of the apartment or for showing the apartment to a new tenant if one of the tenants has allowed this.

### **Deposit**

18. The tenant must pay a deposit fee as a security for fulfilling the responsibilities as a tenant. The sum of the deposit is confirmed by the board of DAS. The deposit must be paid to a bank account informed by DAS. The deposit must be valid and saved throughout the tenancy agreement and the tenant cannot use the deposit for paying the rents.

DAS returns the deposit without delay after the ending date of the tenancy agreement when it is clear that there are not unfulfilled duties (i.e. the tenant has returned the keys to the apartment and the apartment is clean and in normal condition, the tenant has no debt from rents or other payments and other duties and responsibilities) to the bank account informed by the tenant.

DAS has the right to use the deposit fee to cover for any unfulfilled obligations without notifying the tenant. If the moving out cleaning is not done according to the cleaning instructions attached to the agreement, DAS has the right to use the deposit fee to cover for the expenses for cleaning or for the penalty fine mentioned on point 11.

The tenant is not paid interest on the deposit fee.

### **The Right to Occupy the Apartment**

19. The tenant's right to occupy a DAS apartment ends on the last day of the following August, after the tenant's studies have ended. The tenant agrees to inform DAS about the end of the studies and to give notice of termination so that the agreement will be ended not later than on the last day of the following August and according to the stipulations of the Act on residential leases.

If the tenant fails to inform DAS about the end of studies and does not give notice of termination as mentioned above, DAS has the right to give notice on the tenant's agreement. The obligation of giving information about ending one's studies does not apply to a fixed term tenancy agreement.

### **Rent**

20. The tenant pays the rent per unit (EUR/m<sup>2</sup>/month) multiplied with the square meters (m<sup>2</sup>) which the tenant has a lease liability over. In shared apartments these lease liability square meters are calculated based on the area which the tenant has in his or her private use and the area of the shared spaces divided by the number of tenants. In family apartments the lease liability square meters are equal to the surface area (m<sup>2</sup>) of the apartment. If the rent has been allocated per apartment, the allocated lease liability surface area is used as the basis of defining the amount of rent.
21. The rent includes the costs for heating the building for its maintenance and the total water consumption of the building and also the maintenance and investment costs of the network system for those living in buildings with a built-in internet connection.
22. On top of the rent will be charged a separate utility fee confirmed yearly by the board of DAS. The utility fee is payment on the water, sewage water and electricity used by the tenant. Additional fees can be charged for other services the tenant chooses. Those fees are described on a DAS service price list which is checked and updated yearly when drafting the budget.
23. The rent and other fees must be paid monthly in advance by the sixth (6<sup>th</sup>) day of each month as a bank transfer with a correct reference number to a bank account informed by DAS. If the tenant does not pay the rent and other fees by the given date, a penalty interested based on the Interest Act will be calculated from the due date to the day of payment, and added on. A collection cost based on the law of debt collecting will also be charged.

### **Informing About Rent and Other Charges**

24. The amount of rent is set when drafting the budget according to the Act on Residential Leases the Act on Joint Management of Rental Buildings and their regulations. The rent is raised by informing about the reasons that have led to raising the rent and delivering the news of the new amount of rent by email that the tenant has provided for this purpose based on the methods informed in the tenancy agreement. The raised amount of rent takes effect two (2) months after informing from the beginning of the next rent paying period.

### **Moving out**

25. The moving day is the next weekday after the ending date of the tenancy agreement. The apartment has to be emptied by 12 o'clock in the noon. If the moving out date is placed on the weekend or a midweek holiday, the apartment has to be emptied and the keys returned on the next weekday by 12 o'clock in the noon.

### **Other**

26. If the tenant has, while applying for a DAS apartment or later, given false information regarding things that may affect the tenant's right to occupy a student apartment or if the tenant refuses to provide the information required to check the right to occupy a student apartment, DAS has the right to give notice of termination to the tenant's agreement.

The tenant is responsible for informing DAS his or her active and valid email address.

27. To fulfill the rights of this tenancy agreement DAS has the right to give information to the student benefit center of Kela, schools and the Finnish post office.
28. These terms of tenancy agreement take effect and are valid starting from 1.8.2015 grounded on the decision by the board of DAS on 15.6.2015.