

RESIDENCE STATUTE

for the private student residence „Kremstalstraße 31“ in 3500 Krems an der Donau
according to § 15 Student Home Act, BGBl. 291/1986 idgF

1. Residence, Residence Management

The operator of the “residence” – which is located on the first and second floor of the house Kremstalstraße 31 in 3500 Krems an der Donau, which is accessible via a separate staircase and which consists of 8 furnished single rooms (“student apartment”) as well as a common kitchen on each floor and several parking spaces in front of the house – is Ruzicka GmbH, represented by the Lower Austrian House and Apartment Owners' Association (“Niederösterreichischer Haus- und Wohnungseigentümergeverband”), ZVR 474385061, Roseggerstraße 10, 3500 Krems an der Donau as the administrator of the house and the residence management. Each student apartment consists of an anteroom (shoe cupboard, wardrobe, wall mirror), a furnished living/bedroom (desk, desk lamp, office chair, couch or rocker chair, bed, wardrobe, bookshelf, room lamp) and a bathroom (shower, washbasin, mirrored cupboard, toilet). Each common kitchen is equipped with a kitchenette, washing machine, oven, microwave, refrigerator, table with four chairs and a waste disposal system.

2. Dedication

The residence is operated as a profit organization, it primarily serves students within the meaning of § 4 Student Home Act, although vacant student apartments can also be rented to other young people, especially those in vocational training and over the age of 16 (“guests”). It is intended to offer its residents contemporary accommodation during their studies in Krems and the surrounding area, whereby importance is attached to informal social contact between the residents as well as to opportunities for retreat for undisturbed learning and working.

3. Residence Administration; no Residence Representative Body

The guidelines for the administration of the residence are on the one hand a guidance for the residents to organize themselves, whereby the residence management is available as a contact and helper, and on the other hand the economic efficiency of the operation of the residence. It is pointed out that the residence, as a profit organization, is intended to yield a profit for the residence operator, which, however, will flow to a large extent back into the maintenance and increase of the attractiveness of the residence. In view of the private nature of the residence, its size and purpose, neither a residence representative body within the meaning of § 7 of the Student Home Act nor an arbitration board within the meaning of § 18 of the Student Home Act has been set up.

4. Student apartment allocation

Applications for the allocation of student apartments can be submitted by whatever means and at any time to the Lower Austrian House and Apartment Owners Association as the residence management (www.noehaus.at, office@noehaus.at, +43 / 2732 / 82331 or to the postal address mentioned in point 1). Free student apartments are allocated in the order in which applications are received and after a positive result of a creditworthiness check. The provision of student apartments is regulated by separate written agreements for the use of a respective apartment, which are based on the present residence statute. A prerequisite for the conclusion of a user agreement is the submission of a copy of the applicant's photo ID and a copy of a current certificate of study (or, in the case of guests, suitable proof of a training relationship or similar).

5. Duration of contract (residence year)

(1) Generally, use agreements are concluded for the duration of one year, namely for the period from September 1 of a calendar year to August 31 of the following calendar year. However, it is permissible for user agreements to commence during the year (so in deviation from September 1); in this case, the user agreement will last until the next August 31.

(2) If expressly requested by the applicant, a user agreement may also be concluded for a period of two years (= 24 months from September 1) or, in the case of a start during the year, for a correspondingly shorter period (= until August 31 after next), provided this does not conflict with reservations for other applicants.

(3) If the resident so requests in writing and no later than one calendar month before the end of his user agreement, the user agreement shall be extended once for a period of 12 months, provided that the resident at the time of the request is not in arrears with any payment to the residence operator and provided that there is no other reason for termination. A further extension is also permissible, but additionally requires that the resident can prove that he still is a student and that he is not in an employment relationship that imposes a work time obligation of more than 20 hours on him. Guests in the meaning of point 2 of the residence statute are not entitled to an extension of their user agreement under any circumstances.

6. Rights and duties of the residents

(1) Each resident receives two house keys and two room keys and can use them to enter or leave the dormitory or their apartment at any time. A third room key is deposited with the dormitory management exclusively for emergencies. The keys remain the property of the dormitory operator; duplication is not permitted. If a key is lost, the home operator is entitled to replace the lock affected by the loss and to have the required number of keys made at the expense of the resident to whom the loss is attributable. Each resident is responsible for keeping their apartment locked; the dormitory operator and the dormitory management decline all responsibility for damage or loss to a resident caused by the resident's neglect to keep their apartment locked.

(2) The communal kitchens shall not be locked, the front gate shall be kept locked between 10 p.m. and 6 a.m. No private items may be stored in the corridors and staircases; in the communal kitchens only crockery, food etc. may be stored and only to the extent that the owner agrees that these items may also be used or consumed by others.

(3) The furnishing of the communal kitchens, the corridors and the staircase may not be changed at all (no other furniture, no decoration of the walls, etc.), the furnishing of a student apartment by the respective resident only insofar as this does not cause any lasting impairment or even damage to the student apartment. Painting the student apartment or drilling into the tiles is not permitted, nor is decorating the walls with stickers or adhesive tape. Moving furniture away from the student apartment is not permitted as well, nor is bringing in cooking facilities. Otherwise, each resident is free to design his or her own student apartment (rearranging furniture, bringing in additional furniture and decoration, etc.). At the end of the user agreement, the student apartment is to be handed over thoroughly cleaned, free of objects brought in by the resident and in a condition corresponding to that at the beginning of the user agreement – taking into account normal wear and tear.

(4) If a resident discovers a significant defect or a significant (or even threatening) damage to the student apartment or to general parts of the student residence or the house, they are obliged to report this to the dormitory management. Each resident is liable for late reports, for excessive wear and tear as well as for damage caused according to their fault or the fault of their visitors.

(5) Any parts of the student apartment that are movable as intended (esp. window and door handles, mountings, switches) as well as parts of the student apartment that wear out due to intended use (esp. seals, silicone joints, light bulbs) have to be maintained by each resident themselves. The previous paragraph applies to defects in movable or wearing parts in other areas of the student residence as well.

(6) The student apartment and the home itself, including the inventory, are to be treated with care. Each resident is obliged to use resources (energy, water) sparingly, to use internet connections only in accordance with the fair-use principle, to air their student apartment or the communal kitchens regularly (but not during their absence) and to heat sufficiently, and to comply with the legally required waste separation, which is made possible within the framework of the communal kitchens. The disposal of waste (leftovers, oil, grease, plastic, cotton wool, textiles, etc.) via the toilet and wastewater drains is not permitted. Each resident is responsible for keeping their apartment clean, while all residents are responsible for keeping the common areas clean and making rubbish available for collection by the waste disposal company. The student residence is designed for self-catering; therefore, there is no provision of food, crockery, bed linen, towels, etc.

(7) Smoking is not permitted in the entire dormitory, not even out of the open window. Animals may not be kept in dormitory. It is also forbidden to bring weapons, military equipment or other dangerous substances (e.g. fireworks, fuel) into the dormitory. Bicycles and motor vehicles may only be parked in specially marked or dedicated areas and may not obstruct escape routes under any circumstances.

(8) In consideration of fellow learning residents, every resident is obliged to pay attention to noise reduction and to keep room volume as low as possible during any activity. Between 10 p.m. and 6 a.m., no activity that tends to exceed room volume is permitted at all.

(9) Each resident has the right to receive visitors in their student apartment in a number appropriate to the size of the student apartment and to use the communal kitchens with these visitors for a short period of time. In doing so, each resident is obliged to ensure that the provisions of point 6, as far as applicable, are also complied with their visitors (in particular smoking ban, noise prevention, waste separation). An overnight stay, even only once, by visitors of a resident in the student residence or by persons other than the resident in their student apartment is not permitted and constitutes grounds for termination, as does the transfer of the student apartment to third parties in any form whatsoever (against payment or free of charge, temporarily or permanently).

(10) In consideration of the size of the dormitory, events exceeding the scope of the extent mentioned in the previous paragraph; this applies in particular to such events aimed at a group of people whose names are not restricted (e.g. bring-your-friend).

(11) Should a resident fall ill with a notifiable disease or quarantine measures are imposed on them, the resident is obliged to inform the home management immediately so that further measures can be taken if necessary.

(12) Each resident is responsible for complying with the police registration obligations (registration of a residence). As far as necessary, the home management will contribute to this by means of their signature.

(13) The dormitory operator is obliged to maintain or preserve the general parts of the dormitory and the house as well as to remedy any significant health hazards emanating from it or from student apartments. He is also obliged to maintain the supply of water and energy to the dormitory or the student apartments. However, the dormitory operator is in no way responsible for short-term interruptions in the supply of water and energy, unless he is responsible for a case of personal injury.

(14) For purposes of determining or performing maintenance obligations, for the purpose of ascertaining compliance with the resident's obligations and as soon as it is established that the user agreement will not be renewed, for the purpose of inspection with subsequent residents, the home operator or the home management is entitled to enter a resident's apartment at the usual times of the day and with due notice. The resident has the right to be present during this access. When carrying out their right to enter, the home operator or the home management shall safeguard the interests of the resident as far as possible and shall use of their right to enter carefully.

(15) Each resident is obliged to ensure that they can be reached by the dormitory operator and the dormitory management at their in the user agreement stated e-mail address. It is noted that there are currently no personal mailboxes for residents in the dormitory, therefore it is not guaranteed that residents can receive mail addressed to them safely and discreetly.

7. Payment modalities, deposit

(1) The fee for the use of a student apartment stipulated in the user agreement is to be paid monthly by each resident by the 5th of each month into the account disclosed by the dormitory management. At the resident's request, the home management will collect the fee from the resident's bank account on the due date. Cash payment is not envisaged.

(2) Unless otherwise stipulated in the user agreement, the monthly fee for use also includes the purchase of electricity, heat and data lines and all operating costs (analogous to the Tenancy Law Act); value added tax is shown separately in the user agreement. The fee is a flat-rate fee, therefore there is no separate settlement of the actual costs with components of the usage fee.

(3) In the event of an extension of the user relationship (item 5 paragraph 3 of the dormitory statutes), the dormitory operator is entitled to adjust the user fee for inflation to the extent corresponding to the change in the 2020 consumer price index of Statistics Austria from the July prior to the beginning of the respective dormitory year to the July in the course of the respective dormitory year, with effect from the beginning of the new (coming) dormitory year. If the aforementioned change leads to a reduction in the user fee, the dormitory operator is obliged to implement the change.

(4) In the event of an extension of the user relationship (item 5 paragraph 3 of the home statutes), the home operator is also entitled to adjust the user fee to the extent that results from the deviating consumption of energy and/or water compared to the first year, or that results from a price of operating cost services that deviates significantly from the general inflation adjustment. If the home operator notifies the resident about the necessity of such an adjustment, the resident has the right to withdraw from the extension of the user relationship within two weeks.

(5) If, for whatever reason (in particular due to a temporary cessation of studies, e.g. due to an epidemic, or due to a misfortune which may only affect the resident themselves) the presence of the resident at their place of study is not possible, this will not justify a reduction of the user fee. Only if in such a case the use of the student apartment has not yet been started, thus the resident has not yet moved in after the conclusion of the user agreement, this constitutes an important reason for termination according to point 8 paragraph 1.

(6) If the resident is in arrears with their payments, the home operator is entitled, notwithstanding the following point 8, to charge a flat-rate administrative fee of EUR 8.00 per payment reminder and/or warning and to apply the statutory interest on arrears.

(7) In order to secure payment obligations arising from the user agreement (user fee, damages, etc.), each resident is obliged to provide a deposit in the amount stipulated in the user agreement (usually double the monthly user fee) at the latest upon conclusion of the user agreement. The deposit will be kept in a separate savings account and will bear interest like a savings account payable daily. The deposit is to be returned to the resident within 4 weeks of the end of their user agreement, including accrued interest (less capital gains tax), insofar as it was not used to cover outstanding payment obligations.

8. Termination of the user relationship

(1) The user relationship may also be terminated in writing by the resident before the end of the student residence year. If the resident proves an important reason at the same time as the notice of termination (e.g. permanent cessation, completion or discontinuation of studies, necessary change of place of study, commencement of military or civilian service, pregnancy, necessary care of a close relative or sudden social emergency), the notice of termination will take effect on the last day of the month after the receipt of the termination notice by the dormitory management or the dormitory operator, but at the earliest after expiry of one month after receipt. In all other cases, the termination will take effect on the following February 28 or August 31, but also at the earliest after expiry of one month after the receipt of the termination by the home management or the home operator.

(2) The user relationship can be terminated by the home operator with one month's notice in writing if the resident (a) has terminated or discontinued their studies, (b) has given their student apartment to a third party contrary to the provisions of the residence regulations or has taken a third party into their student apartment for a longer period of time, (c) has again either allowed or given a visitor the permission to spend the night in dormitory, even after a warning has been given, (d) is in arrears with the payment of the user fee for at least two months despite a written warning with the threat of termination, or (e) otherwise grossly violated their obligations arising from the home statutes or the user agreement despite a written warning with the threat of termination. If the resident is guilty of a criminal offence to the detriment of other residents of the dormitory, the home operator or its people, or if they cause an imminent danger to the dormitory, its residents, the home operator or its people, the termination by the home operator becomes effective immediately (without observing a period of notice), provided that the home operator has previously given the resident the opportunity to justify their actions.

9. Other

(1) The data of an applicant or resident (name, address, date of birth, field of study, telephone number, e-mail address, bank details, the use of the student apartment) are stored by the home operator or the home management in a password-protected manner so that the user agreement can be processed properly and in accordance with the agreement. A resident's data will only be passed on to third parties (e.g. craftsmen) if the resident has given their consent; data will never be merged with the data of other applicants or residents, not even in anonymised form.

(2) The use of the words "applicant", "resident" and "home operator" in this home statute is not gender-based.