

1. Premise

The Foundation's student apartments are meant for full-time students during the period in which they are studying in institutions of higher learning. HYY-Student-Housing is meant for full-time students who are members of the HYY (i.e. the Students' Union of the Helsinki University). These agreement terms also concern the real estate companies owned together by the foundation and the municipality, and apartments whose Lessor is the Helsinki University.

In addition to the terms of this agreement, residents will follow the law concerning rental apartments (AHVL 481/95), rules and regulations of the housing company, occupation guide, Hoas info, the instructions and regulations in the Residence Guide and resident notifications, and the law (1190/93) concerning the use, relinquishing and buying of State subsidised low-income rental apartments and housing projects.

2. Tenancy period

The tenancy agreement is for a fixed period or subject to notification. Only full-time students are allowed to sign tenancy agreements that are subject to notification or, in cases where the co-operation company is concerned, the Tenant of the housing department of the municipality according to the principles decided upon by the Board of Directors of the company. A fixed period tenancy agreement ends when the period is completed, unless there is an occurrence contingent on points 16 or 17 below. An agreement made for less than 6 months cannot be terminated by giving notice. Agreements that are subject to notification end upon giving notice, upon cancellation or termination, or by mutual agreement. The Tenant is committed to handing over the apartment to the Lessor for the duration of summer months 1.6.-31.8. to be used as a summer hostel or other such activity.

3. Deposit

When leasing an apartment the Tenant will pay a deposit to the Lessor. The deposit will be returned to the Tenant within one month after the termination of the tenancy only if the Tenant has returned the keys to the apartment, the apartment is in a clean and normal condition and there are no outstanding payments nor any other outstanding obligations. The Lessor may use the deposit for settlement of any outstanding payments mentioned above without consulting the Tenant. 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 cost of 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 possession right begins the next weekday. 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 Tenant gets the keys 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. Making copies of the keys is prohibited. If the key is lost, the Tenant will be responsible for the costs. The Tenant is responsible for collecting and returning the keys to the Lessor in a manner stated by the Lessor. Any neglect concerning the keys will be charged from the tenant according to the valid resident price sheet. A security lock may only be installed with the Lessor's permission, at the Tenant's own expense. The Tenant commits to providing the Lessor with a key to the security lock. When moving out, the said lock must be left as installed and all keys handed over to the Lessor without charges.

6. Handing over the apartment to another person

The Tenant living in student housing may not, without the permission of the Lessor, hand over the apartment or part of it, or have persons living there who are not covered by the tenancy agreement, or transfer the tenancy agreement. The Lessor requires that the apartment be used for student housing (AHVL 17, 18, 44 and 45§).

7. The Tenant's responsibilities during occupancy

The Tenant is responsible for giving written notification to the Lessor or the representative of the Lessor concerning details of moving in or out or when vacating the apartment for a longer period of time, for more than one month. The Tenant is also responsible for notifying about 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 equipment therein, the courtyard or terrace area immediately attached to it and to follow the instructions given by the Lessor. The Tenant is responsible for buying, installing, and maintaining a fire alarm. 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 advised to take a comprehensive home insurance. The Tenant must notify the Lessor or a representative of the Lessor of any defects in the condition of the apartment within two weeks of moving in, and defects in the final cleaning immediately when moving in. During the period of occupancy the Tenant is also required to immediately inform the Lessor of any damage or defects occurring in the apartment. The Tenant must notify the Lessor of any damage or defects that the Lessor is responsible for repairing. The notification must be done immediately when the damage/defect is running the risk of getting worse if not fixed right away. A Tenant who does not notify the Lessor, will be held responsible for the resulting damage. A room in a shared apartment is meant for one person (the Tenant). It is forbidden to house any person not included in the tenancy agreement. Smoking is not allowed in shared apartments, or hallways and staircases and other common areas. No pets are allowed in shared apartments and HYY-apartments. The Tenant is responsible for cleaning the apartment during tenancy, and for the final cleaning of the apartment at the termination of tenancy. When tenant changes the apartment is checked, which may cause charges if the responsibilities/cleaning request have not been carried out. The lessor has the right to have the apartment cleaned or repaired at the Tenants expense if necessary. All tenants are jointly responsible for the condition of the common areas of shared apartments.

8. Common areas of 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. The Tenant is responsible for informing the Lessor or representative of the Lessor of any changes in the condition of these areas and the equipment.

9. HOASnet

If the apartment is connected to HOASnet, the Tenant, by signing the tenancy agreement, acknowledges and agrees to the terms of delivery. Hoas is not responsible for the possible short disconnections in the Internet service. Rörstrandinkatu 3 has been connected to Arabianranta local network, the Tenant acknowledges and agrees to the terms of delivery. The same principles are in effect also in the Trinet network of Otaverkko Oy. Using the previously mentioned services is voluntary, but not using them does not entitle to reconsideration of the rent.

10. Compensation

For such time as the apartment cannot be occupied, or is not in the required or agreed upon condition, and the Tenant has fulfilled his responsibility to notify the Lessor as stated on point 7, the Tenant has the right to apply for compensation. A written notification of the matter must be made immediately, 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.). Compensation is paid under the condition that the damage or defect can be determined to be the fault of the Lessor through neglect or other carelessness (AHVL 23 § 3 mom.). Any outstanding payments to the Lessor may be subtracted from the compensation to the Tenant. The Lessor and the property owners have the right to carry out general repairs in the building and in the tenant's apartment during the tenancy, without the tenant being compensated for the time of repairs.

The companies that supply heat, water, electricity, telephone and Internet services are solely responsible for the operation of these services in accordance with their general delivery terms, regardless of whether the costs of these services are included in the rent or paid for separately. HOAS is liable only for damages caused by its own negligence.

11. The Lessor's right to enter the apartment

To supervise 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. Should need be, a representative of the Lessor has the right to inspect an apartment without the Tenant's consent. The Lessor inspects all apartments at the termination of the tenancy and, if necessary, documents all negligence in writing without any notification. The Tenant will not be notified of this inspection.

12. 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.

13. Rent and other charges

Rent is determined according to the amount that is needed, in conjunction with other earnings, to cover expenses and financing the upkeep of the apartment and related areas in accordance with good property maintenance. Rent will be adjusted in accordance with changes in the amounts listed above. The rent in different buildings and apartments may be averaged. Rent is set at monthly rates, of which the average rent per square metre for each estate is calculated. Rent will be checked annually or when necessary according to these principles even if the restrictions on State subsidised low-income rentals have ended.

In addition to the rent the Tenant agrees to pay the current utility charges, for example, the charges for electricity, sauna and parking, and fees according to the Resident charge sheet. Spouses, and other parties of a joint agreement are jointly responsible for the rent and utility charges during the entire period of the tenancy agreement.

14. Notification of changes in rent and charges

The Lessor will inform the Tenant of changes in rent and charges in writing before they come into effect.

15. Payment /collection

Rent and other charges will be paid monthly in advance to the Lessor's bank account, at latest the sixth day of each month. A penalty interest rate and collection fee will be added to overdue charges in accordance with the law. Tenant's account will be referred to a collection agency at the latest when outstanding payments equal two month's rent.

16. Termination and dissolving of the tenancy agreement

When either party gives notice, the agreement will dissolve after the term of notice is over. The Tenant's term of notice is one (1) month, which is calculated from the last day of the month in which notice is given. Cancellation of termination of tenancy agreement will be charged according to the resident price sheet in force at the time of cancellation. When the Lessor gives notice of the tenancy agreement, the term of notice is three (3) months. If the tenancy has, prior to the giving of notice, continued uninterrupted for at least one year, the term of notice for the Lessor is six (6) months. A fixed period agreement will end without a separate notice, unless after having made an agreement such matters come to light that make the validity of the agreement unreasonable to either party. The notice of termination shall always be made with the form for notice of termination. The notice of termination for a family agreement and other joint agreements must be done by all tenancy agreement signatories.

The tenancy agreement can also be terminated because of, for example, unpaid rent or causing disturbance. If such is the case, the agreement may be terminated either immediately upon notice or at a later date, as stated by the person terminating the agreement.

17. Verifying the right of occupancy

It is the responsibility of the Tenant to 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 the discontinuation of studies, graduating or other pertinent information. Furthermore, the Tenant is bound to supply the information about his/her right of occupancy as requested and to allow the Lessor to obtain from the educational institution information about his/her studies. Full-time studying is verified in conjunction with the right of occupancy, the regulations on which are confirmed by the Board of Directors or a body authorised by it. Concerning university, art and polytechnic students the credit unit limit is specified to be 25 credits/academic year or 50 credits/two academic years. Giving false information or refusing to supply information can lead to the Lessor giving notice or cancelling the tenancy agreement.