

RENTAL TERMS FOR THE VOAS APARTMENTS

The Vaasa Students Residence Foundation VOAS rents the later mentioned apartment to be used as a student residence, to a tenant who has established that he/she meets the preconditions ratified by the foundation for the basis of division of the apartments. In addition to this contract also the law of apartment renting (laki asuinhuoneiston vuokrauksesta) as well as the instructions of the residence fund (asuntorahasto) and the foundation's regulations for the basis of the division of the apartments will be adhered to the tenancy.

1. Rents

The tenant has to pay the unit rent (=eur/m²/month) that the administrative board of the foundation has confirmed to be collected from the tenement house in question for her/his apartment. In apartments where a classification per apartment has been performed, the rent per apartment is defined by multiplying the classified area of the apartment by the unit rent and, the other apartments by multiplying the area of the apartment by the unit rent.

2. Charges for use

The tenant will undertake to pay, in addition to the unit rent, the charges confirmed by the administrative board of the foundation for the service and expense charges like e.g. the charges of furniture, electricity, sauna, parking space and hot water, on the basis of the equipment standard on consumption, times of use or the number of persons living in the apartment. In case consumption, times of use or the number of persons living in the apartment increase for over a month's time, the tenant is obligated to pay the increasing use charges for each beginning month or other period of charge determination.

3. Payment of charges

The rent has to be paid the way the landlord has ordered, monthly in advance at latest the sixth (6th) of each month. The service and expense charges have to be paid separately in the ways the landlord has ordered.

In case a tenant does not pay the rent and other charges by the date due, the tenant is obliged to pay interest on overdue payments according to the law of interest from the late due until the date of payment. Furthermore, the tenant is obliged to pay a compensation confirmed by the administrative board of the foundation, for the collection costs of delayed payments. (Collection charge)

The landlord is also entitled to resort to the rent security in a way agreed later in this paper.

4. Changes in rent and charges

The landlord has to notify in writing the raising of rent, the basis for raising and the new rent. The raised rent will be valid after two (2) months, from the beginning of the next rent payment period following the notification, in case no later effective date has been given in the rent raising notification.

However, no notification has to be given for changes in the used charges based on increasing consumption or number of residents, mentioned in paragraph 2. Anyway, the tenant has to be notified of the amount of consumption during each period of payment.

5. Rent security

Before signing the tenancy agreement the tenant has to pay the landlord a rent security fee corresponding to three months rent at the highest, under the penalty that payment default justifies the landlord to terminate the tenancy to end without notice.

The landlord is justified to resort to rent the security fee in case the tenant neglects an obligation due to the tenancy.

In case the landlord has used the security fee paid by the tenant to meet the obligations of the tenant due to the tenancy, the landlord has to inform of this to the tenant immediately. The tenant has, in two (2) weeks from receiving the notification to supplement the security to meet the agreement or, to give a new rent security, under the penalty that payment default justifies the landlord to terminate the lease to end immediately. The tenant is considered to have received the notification about resorting to the security either on the seventh day of the date that the landlord posted the announcement to the address of the rented apartment or, in cases of delays in payments of rent or use charges, after a week of the delay, unless otherwise shown.

The security will be returned, to an account separately announced by the tenant, at the latest two (2) months from termination of the lease, unless the settlement of the tenant's responsibilities in an individual case requires a longer time. Interest accrued on the security fee during the tenancy belongs to the landlord.

The security will, however, be returned only in the case that no cause for using the security to cover a loss for which the security fee has been paid has appeared to the landlord (e.g. the tenant has given the keys of her/his apartment to the landlord's representative and the tenant has also otherwise taken good care of the apartment and of the common space to which he/she has a right to use, in a way presumed in apartment tenancies, and the tenant has neither rent or other charges nor other liabilities connected to the dwelling unpaid).

6. Conveying the apartment to another

The tenant is allowed to use the apartment only as own or common dwelling together with her/his spouse and children belonging to the family.

Of conveying the apartment to another's use or of temporary conveyance is valid what in the law of apartment renting has been prescribed.

When the tenant conveys the hired apartment temporarily, on basis approved in the law, to be used by another as a dwelling during e.g. summer season, the tenant has to notify this to the landlord at latest a month before conveyance to get his acceptance.

The tenant and the assignee have to make a written tenancy agreement of the sublet relationship in three copies, on a form confirmed by the landlord, one copy of which has to be delivered to the landlord before the start of the tenancy.

When the tenant has conveyed the apartment or a part of it to be used by another, the tenant and the assignee are jointly and severally liable for all obligations of the tenant and for damages.

7. The rented apartment

The dwelling contains the whole apartment or one or more rooms, and a share of the common space of the apartment (kitchen, corridor, toilet, bathroom etc) according to the number of rooms. In case a rent classification per apartment has been performed in the object, the classified area of the apartment has been announced in the tenancy agreement in addition to the area of the apartment, and in this case the classified area of the apartment is used as a ground for the payment of rent. The tenant will, when signing this agreement, agree to the possibility that classification can be performed in the object or, it can be checked during tenancy in a way agreed by the housing authorities.

8. Termination of tenancy

The tenancy can be terminated from the tenant's part on one (1) calendar month's period of notice (it means that if you cancel your tenancy on the apartment for example in February it goes to the end of March) and from the landlord's part on three (3) calendar month's period of notice, however, in tenancies lasting over a year on six (6) months' period of notice.

The landlord has the right to give notice on tenancy agreement after the tenant has lost his validity to obtain the type of student residence in question.

9. Checking the right of residence

The tenant will undertake to yearly deliver the information requested by the residence fund, affecting the right of residence and the receipt of a housing financed by a housing loan, at a separately announced time to the landlord. Furthermore, the tenant will undertake to immediately notify the landlord of changes in matters affecting the right of residence.

In case the tenant has given, when applying for the residence, or will later give, false information on the matters announced in the paragraphs above, or neglects the duty of giving above mentioned information, the landlord has the right to terminate the tenancy without notice.

10. Special details

The tenant has to take good care of her/his apartment and follow the instructions and regulations given by the landlord. When necessary, the landlord has the right to have the residence cleaned up or otherwise put in proper order at the tenant's expense. Furthermore, the tenant is responsible for damages he/she has caused to the movables and real estate in case it can't be regarded to be caused by natural wearing.

The tenant is not allowed, without the landlord's permit, to use other equipment or machines in the real estate than usual household appliances. The residents are jointly and severally liable for the condition of the furniture and equipment of the common space of the residence. Remarks and demands concerning the condition of the residence shall be notified to the foundation in three (3) days from moving in.

The landlord has the right, for a valid reason, to convey this tenancy agreement to concern another corresponding apartment or residence.

Disputes based on this agreement will be settled in the local court of Vaasa.

11. Additional notes

The tenancy agreement has been made in two (2) copies, one for each contracting party. When signing the agreement the tenant will announce her/his acquaintance with the agreement, with these conditions and with the documents mentioned in paragraph 10. and shown to her/him.