CHAPTER 1: PURPOSE AND SCOPE OF APPLICATION

Art. 1 These rental regulations are intended to fix the principles for the rental of rooms in the apartments of Apartis Foundation for Student Accommodation.

Art. 2 Unless exception, these regulations apply to the tenants with a rental contract for an unlimited term and who rent an unfurnished room.

Exchange students benefiting from a rental contract for a fixed term for a furnished room in Apartis student accommodation are subject to different regulations.

CHAPTER 2: ACCEPTANCE

I. GENERAL PRINCIPLES

Art. 3 Right to rent
Subject to the restrictions listed below, the Apartis accommodation is reserved for those studying in a state teaching establishment recognised by the Foundation Board or for families of whom one parent is studying in such a teaching establishment.

Within the limits fixed by these regulations, the Apartis accommodation may be occupied by any person, with no distinction based on nationality, beliefs or sex.

Art. 4 Authority to allocate
Apartis alone has the authority to accept or refuse candidates.

II. ACCEPTANCE CONDITIONS

Art. 5 Registration
The candidate must be registered as a student and present a valid attestation from the university, institute or school where he is studying. The candidate whose registration is pending must provide a letter of confirmation from the teaching establishment to which he has applied for registration.

Art. 6 Acceptance priorities
When new rooms are put for rental, priority is given to new tenants.

III. ALLOCATION PROCEDURE

Art. 7 Registration
Requests for registration must be made using the Apartis form which must be truthfully and fully completed. Apartis may request personal information to be used when drawing up a rental contract.

Art. 8 Allocation of rooms
After the registration applications have been checked, Apartis proposes available rooms to those who are registered taking into account the above acceptance criteria.

If appropriate, acceptance will be on a first come first served basis.

Insofar as it is possible, Apartis gives preference to the person proposed by the tenants remaining in the apartment, on condition that the proposed tenant meets the acceptance criteria listed above.

Art. 9 Social welfare reasons
For social welfare reasons and after consulting with the Social Services of the University of Fribourg, Apartis may make an exception to the criteria for allocating accommodation set out above, within the limit of article 3.

CHAPTER 3: RENTAL CONDITIONS

I. GENERAL INFORMATION

Art. 10 Occupancy of the accommodation
The number of occupants of rented accommodation must correspond to the number of persons indicated in the rental contract. As a general rule, there is just one occupant for each accommodation unit, apart from families with a child/children.

II. RENTAL CONDITIONS

Art. 11 Contract fees
When a contract is drawn up or modified, costs of CHF 20 are charged.

When there is a change in room within Apartis accommodation, a new rental contract is drawn up and contract fees of CHF 50 are charged.

Art. 12 Payment of the rent and incidental costs
The rent and prepayments of incidental costs must be paid monthly in advance. In the case of late payment, CHF 10 is charged for each reminder.

Art. 13 Detailed statement of incidental costs:
A detailed statement for incidental costs is drawn up once a year based on effective costs.

The balance in favour of the tenant is refunded within 30 days. The balance in favour of the lessor is payable within 30 days. Amounts of less than CHF 5 are not payable or refunded.

Art. 14 Rent reduction
Apartis may grant, within the limit of available solidarity funds, a reduction in rent to tenants whose financial means are particularly limited.

The regulations of Apartis’ Solidarity Fund of 14 October 2005 fix the procedure and conditions for allocating this financial aid.

Art. 15 Insurance
A copy of the legal liability insurance policy must be passed on to Apartis.

Art. 16 Duties of the tenant
The tenant must contribute to the good functioning of the flat-sharing community, notably:

- the tenant deals with part of the housework, such as cleaning and waste management;
- the tenant takes care of the shared facilities (kitchen fittings and furniture, bathrooms, WC, hall, balcony and cellar);
- the tenant keeps the shared premises tidy;
- the tenant contributes to the common costs (electricity, sundry service contracts, shared products, etc.).

The tenant is bound to be considerate in respect to his co-tenants and the people living in the building, respecting the periods when there must no noise and the house rules.

The tenant must, in a timely manner, inform Apartis in advance of the end of his training or each modification in his status or place of training.

Art. 17 Uses requiring the written approval of Apartis
The following behaviour is only accepted with the written agreement of Apartis:

- Pets in the rented room
- Extended visits to the tenant (more than one week or repeated);

CHAPTER 4: MAINTENANCE OF THE RENTED OBJECT

I. MAINTENANCE BY THE TENANT

Art. 18 During the rental period, the tenant contributes to the maintenance of his room and the shared areas of the apartment, bearing the costs. Maintenance should be understood to cover the following in particular:

- filling in holes made in the walls/ceilings/diors;
- the eliminating insects and rodents;
- the descaling taps (washbasin, sink, showers) WC tank and bowl.
Art. 19 Other work for which the tenant is responsible.
Small repairs by wardens at the tenant’s request, which normally are the tenant’s responsibility, are invoiced to the latter according to the rates displayed in the building.

Art. 20 Security of balconies, terraces and window sills.
Any storage on balconies, terraces or window sills of material that could blow off and be dangerous is prohibited.

II. MAINTENANCE BY APARTIS

Art. 21 Periodical verifications
With the aim of ensuring the maintenance of its accommodation, Apartis regularly inspects the apartments after notifying the tenants.

Art. 22 Non-respect of the duty of maintenance
If, during the rental period, Apartis or its representatives note serious failures in respect to the duty of maintenance of the premises by the tenant, Apartis allows the latter a reasonable period within which the situation must be remedied by the tenant.

CHAPTER 5: TERMINATION

I. BY THE TENANT

Art. 23 Ordinary termination
The termination must be notified in writing and signed by the tenant. The letter of termination must reach Apartis at the latest on the last day of the time limit for termination indicated in the rental contract.

II. BY APARTIS

Art. 24 Reasons for termination:
In the case of non-fulfilment of his duties by the tenant, Apartis may terminate the rental contract giving 30 days’ notice for the end of a month, notably in the following cases:

a) non-payment of the rent according to art. 257d, Swiss Code of Obligations;
b) the tenant continues to lack consideration for other people living in the apartment, the building or the neighbourhood;
c) the tenant acts in an unacceptable manner that makes it impossible for him to share a flat with others or the room to be relocated;
d) non-fulfilment of the duty to inform regarding training status, the consequence of which shall be the cancellation of the right to student rental accommodation.

CHAPTER 6: RETURNING THE ACCOMMODATION

I. INVENTORY OF STATE OF THE PREMISES

Art. 25 Date of the inventory
For organisational reasons, the date and time of the inventory is fixed by Apartis and notified to the parties in writing at least ten days in advance. The inventory of the state of the premises is drawn up on the last day of the validity of the rental contract of the outgoing tenant. If this day falls on a public holiday or weekend, the inventory is postponed to the next working day.

Art. 26 Participation and representation
The new tenant and the outgoing tenant are bound to attend the inventory of state of the premises when so requested. However, they may be represented by a third party with a written authority (co-tenant, parent, friend, etc.). Independently of the presence of tenants or their representatives, Apartis draws up an inventory of the state of the premises and sends a copy of this to those who are absent.

Art. 27 Time limit for notifying defects
The new tenant has ten days as of the effective date of the rental contract to notify in writing defects discovered after the incoming inventory of state of the premises.

II. RETURNING THE ACCOMMODATION

Art. 28 Cleaning and repairing the room
At the end of the rental contract, the tenant must return the room clean and empty. The tenant consults notably the list of cleaning and small standard repairs to be carried out by the tenant, sent by Apartis with the invitation to attend the inventory of the state of the premises.

If any objects remain in the room, they are removed, the outgoing tenant bearing the costs, unless written confirmation of the new tenant that they will be taken over by him.

Art. 29 Cleaning of shared infrastructures
The shared facilities of the apartment such as the kitchen, the hall, the WCs, the bathroom and other appurtenances must also be returned in a tidy and clean condition when the apartment is returned.

Any object belonging to the outgoing tenant, placed in the cellar or the shed, must be removed by the latter.

III. RESPONSIBILITY/LIABILITY

Art. 30 Damage caused
The tenant is answerable for the damage that he caused in the room if this exceeds normal wear and tear.

Art. 31 Insufficient cleaning
The tenants occupying an apartment are liable jointly and severally for insufficient cleaning, small defects and damage caused in the shared rooms. However, the damage and cleaning shall be invoiced to the outgoing tenant.

Art. 32 Claims against the co-tenants
Apartis is not answerable for the tenant’s claims against his co-tenants.

CHAPTER 7: SUNDRY

Art. 33 Competent Court
The parties elect the city of Fribourg as the place of the competent court.

Art. 34 Subsidised accommodation
The provisions for challenging excessive rents do not apply to accommodation for which measures of encouragement have been implemented by the public authorities and for which the rent is subject to the scrutiny of a competence authority (art. 253b CO).

Thus adopted by the foundation board at its meeting on 4 March 2009.

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