

# UNIVERSITY HALLS OF RESIDENCE INTERNAL RULES AND REGULATIONS

Homes Groningen, Uppsala, Göttingen & Canterbury  
(this document is an integral part of the tenancy agreement)

Academic year 2019-2020



GHENT  
UNIVERSITY



## **1. APPLICATION – SELECTION – ASSIGNMENT**

- 1.1 The living units are only let to Ghent University students enrolled in specific study programmes, to PhD students and to incoming exchange students, visitors and staff members registered at Ghent University.
- 1.2 If the applicant wishes to change the period for which a reservation was made, he or she must inform the Housing Office at least 1 month before the start of the reserved period. It is not possible to request such a change after this time.
- 1.3 Re-applications for a living unit must be submitted online at [www.ugent.be/housing](http://www.ugent.be/housing) and are only taken into consideration if there are no rent arrears. (Re-)applying for a living unit is free of charge.

## **2. CANCELLATION OF THE APPLICATION**

- 2.1 All cancellations must be done in writing.
- 2.2 If an applicant cancels his or her application after it has been assigned by the Housing Office (upon which the applicant receives a confirmation email), an administrative fee of € 75.00 will be charged. An exemption is granted to applicants who do not meet the eligibility requirements to be able to rent a living unit in the academic year for which they have submitted an application.

A 'no-show' equals a written cancellation for which an administrative fee will be charged. In this case, no exemptions are possible.

The administrative fee is to be paid via an invoice, once a final decision has been made about the enrolment/registration.

## **3. SUBLETTING AND ASSIGNMENT**

Assignment of the tenancy agreement and subletting are prohibited, except in the event that the tenant takes part in an exchange programme or an internship. In case of assignment or subletting, the new tenant must fulfil the eligibility requirements to be able to rent a living unit.

Subletting means that a sublease agreement is concluded between the main tenant and the subtenant in which Ghent University is not a party. Use of the Ghent University template available for this purpose is recommended. The main tenant must impose the same obligations onto the subtenant as are valid under the tenancy agreement, including these regulations, and is not allowed to charge a higher rent than the one he or she pays (no financial gain). The main tenant remains liable vis-à-vis Ghent University regarding the contractual rental obligations, including compliance with the present regulations. This does not detract from the fact that Ghent University can take (disciplinary) measures with regard to the subtenant based on his or her status as a student and/or resident of a university home if he or she is in violation of the present regulations, is disruptive and/or commits disciplinary infractions (see also Article 9 below on penalties and measures).

In case of assignment or subletting, the tenant must communicate 1) the reason for the assignment or sublease (exchange or internship) and 2) the address and contact details of the new tenant to the Housing Office before the planned start date of the assignment or sublease so that the Housing Office can check whether the assignment or sublease, respectively, can be permitted. In case of subletting, the tenant must also provide a copy of the sublease agreement to the Housing Office.

#### **4. TERMINATION OF THE TENANCY AGREEMENT**

- 4.1 The tenant may terminate the tenancy agreement free of charge up to 3 months before the start date of the agreement.
- 4.2 The tenant may terminate the tenancy agreement less than 3 months before the start date of the agreement, but must pay a termination fee of 2 months' rent. An exemption is granted to tenants who do not meet the eligibility requirements to be able to rent a living unit in the academic year for which they have submitted an application.

The termination fee is to be paid via an invoice once a final decision has been made regarding the enrolment/registration.

- 4.3 From the start date of the tenancy agreement, the tenant may terminate the lease in the following cases:
  1. if the tenant terminates his or her studies or registration at Ghent University;
  2. upon the death of one of the parents of the tenant or another person responsible for the living expenses of the tenant.

The notice period consists of 1 month.

Notice must be given by email or letter to the Housing Office stating the reason and including the necessary supporting documents. The notice period of 1 month starts on the first day of the month following receipt of the email or letter.

- 4.4 Ghent University will terminate the tenancy agreement by giving a 2-month notice if an audit in the current academic year reveals that the tenant does not meet the eligibility requirements to be able to rent a living unit.

Subject to approval by the Housing Office, the tenant may opt to keep the housing unit for the duration stated on the tenancy agreement.

#### **5. RENTAL PRICE**

- 5.1 Every year, a new rental price is set for each type of living unit.

The energy costs, the cleaning of the communal areas, the repair service and the use of internet are included in the monthly rent. The use of cookware such as pots and pans, cutlery/crockery (only available in studios) is also included.

## **6. MOVING INTO AND VACATING THE LIVING UNIT**

- 6.1 The tenant(s) is/are obliged to keep the living unit that was allocated to them for the duration of the tenancy agreement.
- 6.2 When moving into the living unit, the tenant is given an inventory form, on which comments can be formulated. It must be returned to the home manager or the reception desk of home Vermeylen within 7 days. If no inventory form is submitted within the specified period, the tenant is deemed to have received the unit in a good condition.
- 6.3 When vacating the living unit, the tenant must hand in the key and access badge to the reception desk of the Housing Office, in return for a receipt, with all rights reserved. If the key(s) and the access badge(s) are not handed in on time (before 10 a.m.), the right to reimbursement of the deposit becomes invalid.

No personal belongings may be left behind in the Home.

Contractually, the tenant must leave the living unit in the same state as it was in when it was taken into use. If an additional cleaning is required before the living unit can be re-let, this will be settled via the deposit.

## **7. USE OF THE LIVING UNIT**

- 7.1 Tenants are not allowed to make living housing unit available to third parties. It is strictly forbidden to duplicate the key of the unit. Upon loss or in case of a defect, only the tenant can obtain a duplicate key or access badge from the reception desk of the Housing Office against payment of the cost involved.
- 7.2 Ghent University will insure the tenant's living unit against fire, an explosion and water damage by means of a collective, supplementary fire insurance. Personal belongings are not covered by the insurance policy.
- 7.3 The use of sound equipment is allowed provided that it does not cause any noise nuisance.
- 7.4 The use of cooking, grilling, frying and heating appliances (with the exception of coffee makers, water boilers and microwave ovens) is strictly forbidden in the rooms, studios and corridors. The use of frying equipment is also forbidden in the communal kitchens. All electrical appliances owned by the residents must have the quality label 'CE' and meet the applicable safety standards. Interventions that are the result of defective or non-conforming appliances will be charged to the user. If not provided by the university, one small refrigerator (table-top model) with at the very least an A+ label (low energy) is allowed in the room. The use of extension cords with a connector plug or a table socket is permitted if they bear the 'CE' quality label and meet the applicable safety standards. They must also be equipped with an earthing pin. The use of electrical sockets with overvoltage protection is not allowed.
- 7.5 For security reasons, open flames, including lit candles and incense burners, are strictly forbidden. Decorations which may hamper the regular functioning of the fire detectors are forbidden. The fire detectors must remain uncovered at all times. Modifications or repairs to electrical installations may only be carried out by authorized personnel and by order of the university.

- 7.6 The tenant must maintain the living unit in a good, hygienic condition. Inspection of the living units, by the landlord, with respect to hygiene and safety must be permitted at all times with prior notice, except in case of damage and for circumstances beyond one's control. Residents of Home Heymans are also responsible for the maintenance of the short hallway which gives access to their flat.
- 7.7 The fixed furniture may not be detached or removed. Decoration of the living unit is permitted as long as no damage is caused to the permanent structures (such as walls and doors). This also applies to the balconies and outdoor area of Home Heymans.
- Repainting of the living unit is not permitted. Any paint work must be requested via the home manager and done by professional painters.
- 7.8 Animals are not permitted in the homes except for guiding dogs assisting tenants with a functional disability.
- 7.9 When leaving the living unit, the tenant must close the door of the unit as well as the access door of the residence. Upon entering the residence, each non-automatic access door must be closed. The university cannot be held responsible in the event of theft. The tenant is advised to safely store money and valuables.
- 7.10 The tenant must participate in evacuation exercises. The management will determine when these exercises take place and decide whether or not these will be announced.
- 7.11 Every new tenant must participate in an information session about the university homes.
- 7.12 In case of an emergency, the Emergency Centre in Home Vermeylen can be reached via the toll-free number 0800 67 888. Abuse will be sanctioned. Interventions by a safety officer which are not related to safety or urgent technical malfunctions but solely caused by the negligence of the tenant will be charged at least half of the officer's hourly rate.
- 7.13 Malfunctions in the living unit or the communal areas must be reported to the home manager as soon as possible via <https://herstelformulier.ugent.be>.

## **8. SOCIAL BEHAVIOUR AND VISITING RIGHTS**

- 8.1 From 11 p.m. onwards, complete silence must be observed in the entire building. Activities organized by the Home Council and approved by the Housing Office may be exempt from this rule. During official examination periods, silence must be observed during the daytime as well.
- 8.2 Smoking is forbidden in the communal areas.
- 8.3 Residents must never give instructions to staff members. Complaints, problems or suggestions can always be submitted by the persons concerned to the Home Council or the home manager.
- 8.4 Visitors are allowed but cannot stay the night. The tenant must meet his or her visitor(s) at the front door and bears the full responsibility for the visitor(s) with the exception of the civil consequences of a

criminal offence committed by the visitor(s). Visitors are subject to the provisions of the Internal Rules and Regulations for the duration of their visit. They cannot make use of the utilities, such as showers or kitchens.

- 8.5 At all times, the residents, as well as their visitors, must show their student/visitor/staff card when asked to do so by a staff member of the Housing Office or the Emergency Centre.

## **9. PENALTIES AND MEASURES**

- 9.1 If the provisions of the Internal Rules and Regulations and / or the tenancy agreement are breached, in case of theft, disturbance of the peace or abuse of the fire and safety installations in a university home or, in general, if a resident behaves in a way that is not compatible with (shared) living at a university home, the head of the Housing Office may attempt to reach an amicable settlement which is acceptable for all the parties involved. This requires the approval of the director of the Department of Student Facilities (possibly by email).

- 9.2 §1. If the head of the Housing Office deems that an amicable settlement is neither opportune nor possible, he or she will report this to the director of the Department of Student Facilities. If necessary, the latter will transfer the case to the president of the Homes Commission.

§2. The Homes Commission (i.e. the Appeals Commission in case of an appeal) may take all appropriate measures it deems necessary with regard to the resident in question (such as, but not limited to, the (temporary or permanent) restriction of access to the home involved (or all homes), possibly with the option to move into a room in another home, which is the only scenario in which the rent remains due). The measure is to be communicated in a written, motivated decision and after hearing the resident in question, as described in §3 below.

§3. The president of the Homes Commission must summon the resident for a hearing, as well as inform him or her of the offences charged, in compliance with Article 9.2 §2 of these regulations. This notice is given by registered letter (which is deemed to have been received the second working day after the posting date) or by delivery against receipt. The resident should have received the notice at least 5 working days prior to the hearing. The resident may be assisted by a counsellor (for example, a lawyer) of his or her choosing and can file a written appeal by the date of the hearing. The Homes Commission must reach a decision after hearing the resident. The president of the Homes Commission may decide to impose a measure, but only if the majority of the members of the Homes Commission – including the president – support that measure. The president cannot take a more severe measure than the one deemed appropriate by the majority of the members of the Homes Commission. The Homes Commission can be advised by whoever it wishes to consult. The decision is signed by the president of the Homes Commission and communicated to the resident within 5 working days after the date of the decision, by registered letter (to be received on the second working day after the posting date) or by delivery against receipt. The notice will also mention the option to lodge an appeal as described in Article 9.2 §5.

§4. The Homes Commission consists of three members: the Chief Logistics Administrator, who also acts as president, a student representative and a delegate of the university (not part of the Department of Student Facilities), appointed by the Social Council at the start of each academic year. If one of the members of the Homes Commission is impeded or absent, a proxy takes their place. As for the Chief Logistics Administrator,

the director of the Department of Administrative Affairs acts as deputy chair. The Social Council will always appoint a proxy when choosing a student representative and a delegate of the university. The terms of office in the Homes Commission are renewable. The members of the Accommodation Committee remain responsible until the Social Council has appointed new members (and proxies) (except for the Chief Logistics Administrator).

§5. The resident may lodge an appeal with the Homes Appeals Commission against the decision to impose a measure as described in Article 9.2 §2, within 5 working days after notice of the decision has been received (under penalty of inadmissibility). The appeal is lodged by means of a registered letter addressed to the president of the Homes Appeals Commission, accompanied by the decision and a possible written defence. After hearing the resident, the Homes Appeals Commission makes a final decision to maintain, adjust or cancel the imposed measure. The procedure, including serving the notice, follows the same rules as those which apply to the Homes Commission, as described in Article 9.2 §2.

§6. The Homes Appeals Commission consists of three members (who cannot be a (deputy) member of the Homes Commission): the Chief Academic Administrator, who also acts as president, a student representative and a delegate of the university (not part of the Department of Student Facilities), appointed by the Social Council at the start of each academic year. If one of the members of the Homes Appeals Commission is impeded or absent, a proxy takes their place. As for the Chief Academic Administrator, the director of the Department of Educational Policy acts as deputy president. The Social Council will always appoint a proxy when choosing a student representative and a delegate of the university. The terms of office in the Homes Appeals Commission are renewable. The members of the Homes Appeals Commission remain responsible until the Social Council has appointed new members (and proxies) (except for the Chief Academic Administrator).

§7. An imposed measure shall take effect as soon as the appeal period mentioned in Article 9.2 §5 has expired or, in the event that the resident in question has lodged an appeal in time, once the notice of the final decision in the appeal has been served. The head of the Housing Office is responsible for implementing the measure.

- 9.3 If the head of the Department of Student Facilities believes that the nature of the facts warrants a disciplinary measure, he or she may file a complaint with the Rector in accordance with the Disciplinary Regulations for Students. Without prejudice to the option to impose additional disciplinary measures, the Rector may dismiss the complaint after an investigation or refer it to the Student Disciplinary Committee. For further information on this procedure, please consult the above-mentioned Disciplinary Regulations for Students.

## **10. COMPLAINTS AND DISPUTES**

- 10.1 Taking personal measures towards fellow residents is not permitted. An aggrieved party may lodge a complaint with the Home Council. If the solution is not satisfactory, a complaint can be filed with the Housing Office, which may act in accordance with the stipulations in Article 9.
- 10.2 In case of a dispute between the tenant and the landlord, both parties may turn to the mediation facilities of the Social Services.
- 10.3 If the Internal Rules and Regulations or the tenancy agreement have been breached by the management, aggrieved residents may file a complaint in accordance with Article 10.1.