UNIVERSITY HALLS OF RESIDENCE INTERNAL RULES AND REGULATIONS

(this document is an integral part of the tenancy agreement)

Academic year 2021-2022

GHENT UNIVERSITY

1. APPLICATION – SELECTION – ASSIGNMENT

1.1 The **rooms and studios** are only let to Ghent University students who are enrolled for one or more diploma contracts with a total of at least 27 ECTS-credits, with the exception of 1 graduation year (the amount of credits in the year in which you graduate may be lower), for a study programme with a view to obtaining a first Master's degree and who are still entitled to child benefit ("Groeipakket" of "kinderbijslag") based on their age (age limit not applicable to re-applicants). Students who already have a Master's degree cannot apply for a living unit. The living units are allocated according to the priority list set out below, in which applications from students (within the current generation) who are enrolled for the first time for a first Bachelor's degree receive a higher priority than those of senior students applying for a housing unit for the first time. Exceptions can only be made by the Social Services.

Prio.	Main applicant
1	Re-applicants with reduced rent
2	Re-applicants with no reduced rent
3	New applicants – students in the current generation, enrolled for the 1st time for a 1st Bachelor, with reduced rent
4	New applicants, with reduced rent – other than those mentioned in 3
5	New applicants – students in the current generation, enrolled for the 1st time for a 1st Bachelor, with no reduced rent
6	New applicants, with no reduced rent – other than those mentioned in 5

Adjusted living units can be let to students (from Ghent University or associated university colleges) with a functional disability, provided that the application process is supported by 'Aanspreekpunt student en functiebeperking'.

The **flats** are only let to couples (or a single parent with at most 1 financially dependent child still living at home), of which the main applicant is a student at Ghent University, registered for one or more diploma contracts with a total of at least 27 ECTS-credits, with the exception of 1 graduation year (the amount of credits in the year in which you graduate may be lower), for a study programme with a view to obtaining a first Master's degree, the specific teacher training programme ('specifieke lerarenopleiding', SLO) or one advanced Master's programme ('Master na Master', ManaMa) followed immediately after having obtained a first Master's degree. The living units are allocated according to the priority list set out below. Exceptions can only be made by the Social Services.

Prio.		Main applicant	Partner
1	Re-applicants	Ghent University student	Ghent University student (=**A**)
2	Re-applicants	Ghent University student	University college student (=**B**)
3	Re-applicants	Ghent University student	Not a student (transitional measure max. 1 year)
4	New applicants	Ghent University student	Ghent University student (=**A**)
5	New applicants	Ghent University student	University college student (=**B**)

Prio.		Main applicant	Partner
6	Re-applicants	Ghent University student	Ghent University student, other study programme than those mentioned in A (=**C**)
7	New applicants	Ghent University student	Ghent University student, other study programme than those mentioned in A (=**C**)
8	Re-applicants	Ghent University student	Not a student (=**D**)
9	New applicants	Ghent University student	Not a student (=**D**)

The partner may be one of the following (in decreasing priority):

A/ a Ghent University student, enrolled for one or more diploma contracts with a total of at least 27 ECTS-credits, with the exception of the graduation year, for a study programme with a view to obtaining a first Master's degree, the specific teacher training programme ('specifieke lerarenopleiding', SLO) or one advanced Master's programme ('Master na Master', ManaMa) followed immediately after having obtained a first Master's degree.

Exception (see priority 3): An extension of at most 1 year is granted to re-applicants as a transitional measure for applications of which the 'main applicant' is a Ghent University student and the partner is, for the first time, no longer a student when re-applying.

B/ a university college student: must provide evidence of enrolment at a university college belonging to the Ghent University Association for a diploma contract of at least 27 ECTS-credits, with the exception of the graduation year, for a study programme with a view to obtaining a first Master's degree, the specific teacher training programme ('specifieke lerarenopleiding', SLO), one advanced Bachelor's programme ('Bachelor na Bachelor', BanaBa) followed immediately after having obtained a first Bachelor's degree or one advanced Master's programme ('Master na Master', ManaMa) followed immediately after having obtained a first Master's degree.

C/ a student: a Ghent University student registered for a study programme other than those mentioned in A

D/ not a student or a PhD student

The Housing Office must immediately be notified in writing of any changes in the status of the tenant(s) (e.g., a university student becomes a university college student) during the tenancy.

Re-applications are only taken into consideration if there are no rent arrears. (Re-)applying for a housing unit is free of charge.

1.2 Re-applications for a living unit must be submitted online at www.ugent.be/huisvesting, from 1 March till 1 May.

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 to the Housing Office (upon which the applicant receives an email with the tenancy agreement and the Internal Rules and Regulations), 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.

If the applicant does not return the signed tenancy agreement within 14 days after receipt of the email with the tenancy agreement and the Internal Rules and Regulations, this is also regarded as a written cancellation, which means that an administrative fee will be charged. In this case, no exemptions are possible.

The administrative fee is to be paid via an invoice in the academic year for which an application was filed, once a final decision has been made about the enrolment.

3. DURATION OF THE TENANCY AGREEMENT

3.1 The standard duration of the tenancy agreement is 12 months.

3.2 Students who are taking part in an exchange programme can rent a living unit for the duration of one semester: 1st semester 25/09/2021 - 06/02/2022 or 2nd semester 11/02/2022 - 18/09/2022. Only re-applicants can apply for a semester agreement.

Tenants with a semester agreement retain their priority as a re-applicant when applying for a standard agreement for the next academic year. Tenants who take part in an exchange programme for the duration of an academic year also retain their priority as a re-applicant when applying for a standard agreement for the next academic year.

If an audit during the current academic year reveals that the exchange has not taken place or will not take place, the semester agreement (applied for) will be converted into a standard tenancy agreement.

Due to the high occupancy rate, a tenant with a semester contract cannot be guaranteed to be able to rent the same living unit that he or she rented in the previous academic year. This also applies if the semester agreement is extended to a standard tenancy agreement.

(Not applicable to living units in Home Heymans.)

4. 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 ask for 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 student home if he or she is in violation of the present regulations, is disruptive and / or commits disciplinary infractions (see also Article 10 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.

5. TERMINATION OF THE TENANCY AGREEMENT

5.1 The tenant may terminate the tenancy agreement free of charge up to 3 months before the start date of the agreement.

5.2 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 (no reduced 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 in the academic year for which an application was filed once a final decision has been made regarding the enrolment.

5.3 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;
2. if the tenant graduates after the first examination period and declares not having the intention to rent a living unit again in a student home (not applicable to Home Heymans);
3. upon the death of one of the parents of the tenant or another person responsible for the living expenses of the tenant;
4. for social/financial reasons on the part of the student (not applicable to Home Heymans).

In the cases mentioned in the first and third point, the notice period is 1 month.

As for the second point, the tenancy agreement will be terminated on 15 February or 15 July of the current academic year for a graduation after the first or second examination period, respectively. With regard to the fourth point, the tenant must submit a motivated letter, accompanied by a student finance application form (www.ugent.be/SocialeDienst), to the Social Services before 1 May. Based on an assessment of the individual file, the tenant may be given permission to vacate the living unit during the summer holidays and make it available to the Housing Office.

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.

5.4 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, at the standard rental price.

Tenants who will no longer be in a living unit at Ghent University during the next academic year may be asked to hand in their keys earlier so that the room can be refreshed.

6. RENTAL PRICE

6.1 Every year, a standard rental price is set for each type of housing unit.

Tenants of a room or studio can obtain a reduction in rent if they are scholarship or concessionary students.

The energy costs, the cleaning of the communal areas, the repair service and the use of internet and cable distribution (if present) are included in the monthly rent.

7. MOVING INTO AND VACATING THE LIVING UNIT

7.1 The tenants are obliged to keep the living unit that was allocated to them for the duration of the tenancy agreement.

7.2 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.

7.3 Only in exceptional cases and with the prior written consent of the Social Services can a rented property be designated as the primary residence. In this case, the tenant in question may occupy the same living unit for a maximum of two consecutive rental periods. In other words, tenants who receive consent to make the living unit their primary residence during the course of the tenancy agreement are offered a first tenancy agreement until the end of the current academic year with only one extension of at most 12

months after that. Ghent University may terminate the initial tenancy agreement as well as the tenancy extension contract with due observance of a notice period of 3 months. (Not applicable to living units in Home Heymans.)

7.4 Tenants who have not been assigned a housing unit for the next academic year must vacate the housing unit before 10 a.m. on 18 September 2022 at the latest.

Tenants who, in consultation with the Housing Office or via the Social Services, have received approval to vacate the living unit for the summer months must do so before 10 a.m. on 15 July at the latest. (Not applicable to living units in Home Heymans.)

7.5 The tenant may be required to move into another living unit during the summer months in order to allow renovations to be completed.

7.6 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. Contractually, the tenant must vacate the housing unit in the same state as it was in when it was taken into use. If an additional cleaning is required before the housing unit can be re-let, this will be settled via the deposit according to the currently applicable cost: € 36.00 (room), € 61.00 (studio) or € 97.00 (flat).

8. USE OF THE LIVING UNIT

8.1 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.

8.2 Ghent University insures the living unit against fire and related hazards. The insurance policy includes a waiver of recourse of Ghent University's fire insurer against the tenant of the living unit. If there is an insurance covering the tenant's liability (e.g. a fire insurance at his or her domicile address), Ghent University's fire insurer retains its right of recourse against the insurer of the tenant.

Should the tenant be personally liable for the damage, he or she will be required to compensate Ghent University for the costs of the exemption from the insurance and for other damage not covered by an insurance policy. The tenant is personally responsible for insuring his furniture and personal effects.

8.3 The use of sound equipment is allowed provided that it does not cause any noise nuisance.

8.4 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.

8.5 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.

8.6 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.

8.7 The fixed furniture may not be detached nor 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.

8.8 Animals are not permitted in the homes except for guiding dogs assisting tenants with a functional disability.

8.9 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.

8.10 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.

8.11 Every new tenant must participate in an information session about the university homes.

8.12 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.

8.13 Malfunctions in the living unit or the communal areas must be reported as soon as possible to the home manager via https://herstelformulier.ugent.be.

8.14 Every resident has a personal locker in the communal kitchen. The use of the locker is for private use only. The locker number corresponds with your room number. The content can be removed in case of unauthorized use. (Not applicable to home Heymans and Bertha de Vriese.)

9. SOCIAL BEHAVIOUR AND VISITING RIGHTS

9.1 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.

9.2 Smoking is forbidden in the communal areas.

9.3 Recording equipment (such as a smartphone, a tablet or a camera) is not allowed in the communal showers.

9.4 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.

9.5 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.

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

10. PENALTIES AND MEASURES

10.1 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).

10.2 §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 10.2 §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 10.2 §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 10.2 §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 10.2 §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 10.2 §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.

10.3 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.

11. COMPLAINTS AND DISPUTES

11.1 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 10.

11.2 In case of a dispute between the tenant and the landlord, both parties may turn to the mediation facilities of the Social Services.

11.3 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 11.1.