

## Aalto University Student Union

# HOUSING REGULATIONS

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Entry into force on 1 June 2013

## Chapter I

### General provisions

#### Section 1 Scope of application

In addition to provisions in the Act on Residential Leases 481/1995 (hereafter referred to as AORL), these regulations apply to apartments in student housing properties owned by Aalto University Student Union (hereafter referred to as the Student Union) as well as apartments owned and administered by its subsidiaries and associated companies.

#### Section 2 Administrative bodies

Administrative bodies in residential properties are determined by the administrative regulations for the halls of residence.

#### Section 3 Housing office

The Housing Office is responsible for housing-related practicalities and directed by the head of the Financial Office.

## Chapter II

### Applying for apartments

#### Section 4 Housing types and housing queues

The housing type refers to shared apartments, studios, two-room apartments, three-room apartments or apartments with more rooms.

Housing queues are formed based on housing types and the location of apartments. Currently valid housing queues are determined by the Housing Committee.

#### Section 5 Tenants and the right to apply for housing

The student union members and employees have the right to apply for apartments which are directly or indirectly administered by the Student Union and receive an apartment in accordance with criteria confirmed by the Representative Council as provided in these regulations.

Family and friends agreements are made for apartments with more than one room.

Family agreements are made for apartments which are used as family apartments and where at least one member of the Student Union is living. Friend agreements are made for apartments where two or more student union members live together without forming a family.

In shared apartments and studios, the tenant has to be a member or employee of the Student Union. In apartments rented as family apartments, at least one tenant must be a member or employee of the Student Union. All tenants must be student union members in apartments covered by the friends agreement. The Housing Committee can make exceptions to the above-mentioned criteria for very significant reasons.

### **Section 6 Housing application**

Housing applications are submitted through an electronic application form in a suitable web application. The application form conforms to the prevailing decision of the Finnish Ministry of the Environment on the housing application format or other such official instructions where applicable. A housing application must be made in writing. In special cases, an applicant must submit certain documents to the Housing Office to support one's application.

Housing applications are accepted throughout the year. The application period for the first-year students usually begins as soon as their right to study at Aalto University is confirmed. The Housing Committee may determine an exceptional application period for some housing queues.

The Housing Committee determines the deadline for the application period of new students if the applicant wishes to receive the additional score for the first-year students.

New students must pay Aalto University Student Union's membership fee during the enrolment period set by Aalto University or they will be removed from the housing queue after the end of the registration period.

In order to maintain their position in the housing queue, applicants must renew their applications every six (6) months. Applicants are obliged to notify the Housing Office immediately if they wish to withdraw their application. If desired, the applicant can submit a new application for a new location, which is placed in the application queue of the location in question, based on the date and scoring of the application. The applicant has the right to leave the queue at any time by cancelling one's application.

The applicant may apply for an apartment in several housing queues at the same time. Housing applications of applicants with the right of residence are placed in housing queues in the application order, with the exceptions available in the scoring instructions for housing applications. If the applicant is offered an apartment, one is removed from the housing queue in question. If the applicant approves the housing offer, the applicant's applications are removed from all housing queues. However, the applicant may return two (2) optional housing applications to their former location in the housing queue, as long as the Housing Office is informed about this within one (1) month from the acceptance of the housing offer.

## **Chapter III**

### **Selection of tenants**

#### **Section 7 Selection criteria**

The selection of residents is based on the tenant selection criteria defined by the Council of State. The criteria are taken into account according to these regulations.

## **Section 8 Exceptions to the application process**

When confirming the apartment allocation criteria, the Student Union has the right to make exceptions in special cases to the housing application process and the allocation order determined by ARA's tenant selection guide.

When confirming the housing allocation criteria, the Student Union has the right to decide on renting apartments also to persons who are not members of the Student Union.

If there are no suitable tenants among the student union members with the right of residence, the Housing Office can rent the apartment for any graduate student or student, favouring the members of the Student Union. In these cases, the tenant is granted three (3) years of the right of residence for the apartment in question.

## **Section 9 Notification of tenant selection**

The Housing Office must immediately inform the applicants about the housing allocation and tenant selection decisions in writing by email or, upon request, by mail. The applicant must accept the housing offer within four (4) days of the provided offer. The Housing Office has the opportunity to specify an exceptional time limit for accepting the housing offer.

## **Section 10 Waiting period due to receiving an apartment**

When the housing applicant receives AYY's apartment, one is not offered a new AYY's apartment from the same queue before tenancy has lasted for at least six (6) months. In addition, when the housing applicant receives AYY's apartment, one is not offered new AYY's apartments before tenancy has lasted for at least two (2) months. The Housing Committee can make exceptions to the waiting period for significant reasons.

# **Chapter IV**

## **General provisions concerning tenancy**

### **Section 11 Right of residence**

The right of residence to apartments directly or indirectly owned and/or administered by the Student Union (henceforth referred to as 'the Student Union's apartment' and 'apartment') applies to the student union members with the need for accommodation, taking into account the exceptions in Section 5. The right of residence requires studying and is therefore of a temporary nature. If wealth conditions or other conditions stipulated by current legislation and other comparable decrees concern housing, the right of residence requires that these conditions are met. Fulfilment of the right of residence is resolved based on the information provided in the application form and its attachments, any further clarifications, as well as the accumulation of the applicant's credits.

Duration of the right of residence in the student union housing is the maximum of five (5) years for students accepted to study in Aalto University's bachelor's and master's degree programmes and the maximum of two (2) years for students accepted to study in a master's degree programme only, including the notice period in accordance with AORL. The duration of the right of residence is extended by two (2) years for families with children.

When a member of the Student Union graduates from a master's degree programme or discontinues full-time studies, one's right of residence is revoked, regardless of how long one has altogether lived in the student union housing.

Doctoral students do not have the right of residence for AYY's housing. If a member of the Student Union is accepted to undertake the licentiate or doctoral degree at Aalto University and is a member of the Student Union when undertaking the doctoral degree, one's right of residence may be extended with the decision of the Housing Committee, until the original right of residence period has been used.

The right of residence period is calculated from the beginning of the academic term, during which the student union member begins one's studies at Aalto University for the first time. The right of residence period is used whether one lives in the student union housing or not. The right of residence period ends after the fifth study year.

The right of residence period is not used if the person does not live in the student union housing and has registered for non-attendance at Aalto University. The right of residence period is neither used during the period when the person is employed by the Student Union.

At request, the Housing Committee may decide to extend the right of residence of a person who has acted as a member of the Student Union Board by one (1) year. At request, the resident may be granted a maximum of one (1) year extension with the decision of the Housing Committee due to an illness that has clearly slowed down one's studies (medical certificate to be provided) or for other significant reasons.

### **Section 12 Suspension of tenancy for a fixed term**

Suspension of tenancy for a fixed term and living elsewhere temporarily is possible without spending the right of residence if the reason for this is:

- § military service;
- § studies abroad included in Aalto University degree;
- § internship abroad included in Aalto University degree;;
- § other ground approved by the Housing Committee.

The suspension of tenancy for a fixed term does not require living in the student union housing. However, if a student lives in the student union housing, the suspension of tenancy requires that the apartment is assigned for a fixed term. The tenant does not have to assign the apartment if the household living in the apartment includes children or if the apartment is subleased to a student union member during the suspension period.

The suspension of tenancy must be reported and, when requested, the student has to present a clarification on the reasons for the suspension of tenancy in writing to the Housing Office no later than one (1) full calendar month prior to the suspension and agree on practical arrangements with the Housing Office at the same time.

The Housing Office must be informed about the exact date of returning to the apartment no later than one (1) full calendar month prior to the return. The aim is to organise an apartment to the tenant from the same housing queue which one has left. Residents who have left apartments larger than two-room apartments should be placed in apartments with at least two rooms.

### **Section 13 Subletting an apartment**

Provided that the rent conditions and costs are in accordance with one's rental agreement, being responsible for those, tenants may sublet their apartments for a fixed period on the following conditions:

- § to a person of their choice for the maximum of four (4) months between 1 Apr–30 Sept
- § to a student union member of their choice for the maximum period of twelve (12) months if the tenant provides the Housing Office with the proof of studies abroad included in Aalto University degree, internship abroad included in Aalto University degree or undertaking military service
- § in special cases with the Housing Committee's decision to a student union member once for a period for over one year while residing abroad, after submitting valid reasons for this procedure.

Subletting an apartment consumes the right of residence period. The Housing Office must be notified about subletting in writing no later than one (1) full calendar month prior to the beginning of subletting. The main tenant must provide a copy of the sublet agreement to the Housing Office before the beginning of subtenancy. After subtenancy, the main tenant recovers one's tenancy to the same apartment and the right of residence period is consumed during subtenancy.

Subletting the apartment in other than the above-mentioned situations and according to other than the above-mentioned procedures leads to the termination of the rental agreement.

In accordance with AORL, the subletting of an apartment is permitted.

### **Section 14 Rental agreement**

Tenancy conditions are recorded in detail into a written rental agreement. The rental agreement is drafted either as open-ended or fixed-term agreement using forms confirmed by the Student Union, which are made in at least two copies. Both spouses or partners, or several tenants, must all sign the agreement and they are jointly responsible for the rent.

### **Section 15 Deposit**

For each rental agreement, a deposit must be paid to the Student Union, the amount of which is confirmed by the Housing Committee annually in the spring. When moving to an apartment, the tenant is responsible for checking the condition of the apartment and the movable property and to notify the Housing Office about defects and deficiencies. When the tenant moves out, the deposit will be refunded once the condition of the apartment and movable property has been checked and found to be satisfactory. Returning the deposit also requires that the tenant does not have any unpaid rents or other unpaid payments. The tenant may use the deposit for covering the receivables from the tenant without hearing the tenant.

### **Section 16 Giving notice in exceptional circumstances**

When the needs of the Student Union based on appropriate criteria so require, a rental agreement may be terminated and a new lease for another apartment is signed with the tenant. With the decision of the Student Union's Representative Council, residents can also be temporarily required to move out of the apartments if the Student Union needs apartments for public good between 1 May–31 Aug.

In these cases, the period of notice in accordance with AORL must be taken into account.

### **Section 17 Review of the right of residence**

The Housing Office has the right to review that the conditions for the tenant's right of residence are met. The tenant agrees to provide the Housing Office with information about issues affecting the right of residence for the review at request annually and at other times.

In connection with the review of the right of residence, the Housing Committee or the Housing Office may terminate the rental agreement after the period of notice determined by AORL particularly if:

1. the tenant has finished one's studies at Aalto University;
2. the tenant is no longer a member of the Student Union;
3. deadlines referred to in Section 11 in these regulations are met;
4. the tenant has not completed eighteen (18) credits at Aalto University in the previous academic year as a resident of the Student Union's residential property;
5. the tenant does not provide the Housing Office with information necessary to review the right of residence.

If the person presents valid reasons for the delay of studies, the matter may be processed by the Housing Committee. Acceptable reasons include:

- § illness proved to delay one's studies
- § military service carried out during studies
- § other reasons considered adequate by the Housing Committee.

### **Section 18 Postponement of the removal date**

If the tenant is given a notice to move out of the apartment on a certain day, the Housing Committee may agree with the tenant to postpone the removal date. An adequate reason for this postponement is that residents have to rent a new apartment for an unreasonably short period due to moving elsewhere or waiting for one's own apartment to be finished, or that the tenant can present other very significant reasons for the postponement of removal. The removal date may be postponed with the maximum of one (1) year.

### **Section 19 Termination of a rental agreement**

The rental agreement may be terminated by both parties as provided in AORL. The tenant may appeal against the notice within thirty (30) days of the announced notice. A written appeal must be submitted to the Housing Office.

### **Section 20 Annulment of a rental agreement**

The Student Union or the board of a subsidiary or associated company of the Student Union, which acts as the landlord, has the right to terminate the lease on the same grounds and procedures as provided in AORL. In addition, a rental agreement may be annulled if the tenant has provided false or misleading information or concealed factual information in the housing application or when reviewing the right of residence, or if the apartment or part of the apartment is subleased or otherwise assigned in violation of this regulation.

### **Section 21 Written warning**

Before terminating the rental agreement, the Housing Office or the Housing Committee must give the resident a written warning including a specific mention on the ground for termination. If the resident immediately corrects one's incorrect procedures, it is not permitted to terminate the agreement.

### **Section 22 Termination of family and friends agreements**

With family and friends agreements, a prerequisite for tenancy is that the apartment is used as a family or friends apartment. Family or friends agreements may be terminated if family members have ceased to live together in the same household or if one of the tenants decides to leave the apartment in question.

When a family or friends agreement is terminated, residents are not directly transferred to shared apartments/studios. If the tenant wishes to continue living in the same apartment after the termination of tenancy, and the tenancy has continued for at least six (6) months, the tenant has the opportunity to sign a new agreement for a family or friends apartment with a new tenant to the apartment in question. The new resident moving to the apartment must already be a main tenant in AYY's apartment.

### **Section 23 Usage rules for information network**

As part of the rental agreement, the tenant agrees to comply with the Student Union's current usage rules for the information network.

## **Chapter V**

### **Specific provisions**

#### **Section 24 Members of AYY Board and AYY's employees**

The members of AYY Board are offered an apartment from the vicinity of AYY's Central Office if they so desire. If the board members have lived in AYY's apartment before the term of the Board, they are offered the opportunity to return to the apartment in the housing queue which one has left after the term of the Board.

AYY's employees are offered apartments according to their needs when possible.

#### **Section 25 Deviation from the regulation provisions**

The Student Union Board has the right to deviate temporarily from the provisions of this regulation for very significant reasons.

#### **Section 26 Data protection**

Rental housing applications are treated confidentially, as they include confidential financial and social information. The Student Union should file applications and their attachments in an appropriate manner taking into account the obligation to observe secrecy. As clarification, the authorities supervising the use of rental housing produced with the support of the State, the municipality, Housing Fund of Finland (ARA) and the Ministry of the Environment have the right to inspect documents for supervisory purposes if they concern rental housing and their tenant selection within the scope of their supervisory responsibility.

#### **Section 27 Scoring instructions**

Housing scoring instructions are the appendix of the housing regulations.

### **Section 28 Additions and amendments**

The Student Union's Representative Council decides on additions and amendments to these regulations and their appendices by the two-thirds majority of the Representative Council votes.