The rental of student rooms is done in accordance with the Flemish Housing Decree.

**Title 1. Terms and conditions**

1. APPLICATION – SELECTION – ALLOCATION
	1. The rooms, rooms plus 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 number 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”) based on their age (age limit not applicable to reapplicants). Students who already have a Master’s degree cannot apply for or move into a housing unit.

The housing 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 Social Services.

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Adjusted housing 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 ‘Team student and functional disability’.

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.

1.2 There is a maximum duration of stay in a residence. The rooms, rooms plus and studios can be rented for the duration of a full-time standard learning track of the bachelor’s program plus the duration of the fulltime standard learning track of the subsequent master’s program, plus one year.

Dat wil zeggen dat een student een kamer, kamer plus of studio maximaal kan huren voor de duur van het voltijds modeltraject van de bacheloropleiding plus de duur van het voltijds modeltraject van de aansluitende masteropleiding, plus één jaar (i.e. de maximale verblijfsduur).

This means that a student can rent a room, room plus or studio for the duration of the full-time standard learning track of the Bachelor's programme, plus the duration of the full-time standard learning track of the subsequent Master's programme, plus one year (i.e. maximum duration of stay).

For a student who reorients (i.e. changes from one programme to another), the number of years that the student has already lived in a home is subtracted from the maximum duration of stay.

The maximum duration of stay then equals the duration of the full-time standard learning track of the new Bachelor’s programme and subsequent Master's programme plus one year, minus the amount of years that the student has already lived in a home.

The following circumstances are taken into account:

* For UGent students who have to complete a preparatory programme between the Bachelor’s and Master's programme, the duration of the full-time standard learning track of the preparatory programme is added to the maximum duration of stay.
* For UGent students who combine multiple Master's programmes the maximum duration of stay equals the duration of the full-time standard learning track of the Bachelor’s programme and subsequent Master's programme of the first programme, plus one year.
* For UGent students who are enrolled in an academic bridging programme, with the aim of obtaining a Master’s diploma, the maximum duration of stay equals the duration of the full-time standard learning track of the academic bridging programme plus the duration of the standard learning track of the subsequent Master's programme, plus one year.
* For UGent students who want to rent a room, room plus or studio only later in the standard learning track of the Bachelor’s and/or Master's programme, the maximum duration of stay equals the remaining amount of years in the programme (the amount of years that the student has left in the standard learning track) plus one year.

Exceptions can be granted by the Social Services Office.

1.3 Reapplications have to be submitted online through (*oasis.ugent.be*) from March 1 until March 15, at the latest. All rental conditions and information about your room application can be found at *ugent.be/kameraanvraag.* After March 15 it is no longer possible to submit a reapplication. Only new applications can be submitted, which means you lose your place on the priority list and your living unit. Reapplications are only taken into consideration on condition there is no overdue rent.

1.4 New applications have to be submitted online through [*www.ugent.be/huisvesting* from March 1](http://www.ugent.be/huisvesting%20from%20March%201) until May 1, at the latest.

1.5 New applications that are submitted after May 1 do not get priority and are processed according to the first come, first serve principle. An exception is made for students from prioritiies 2 and 3, for whom 50 rooms are reserved until August 15.

2. CANCELLATION OF THE APPLICATION

2.1 All cancellations must be done in writing.

2.2 If an applicant cancels the application after the living unit has been assigned by the Housing Office (upon which the applicant receives a confirmation email or a tenancy agreement and the Internal Rules and Regulations), an administrative fee of 100 euros will be charged. An exemption is granted to applicants who do not meet the requirements to be able to rent a living unit in the academic year for which they have submitted an application.

Failure to return a signed tenancy agreement within seven days (14 days in exam periods and in the time between the second-term examination period and the resit examination period) and a no show is also considered a written cancellation and gives rise to the charging of the administrative fee. In that case, an exemption is not possible.

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

3. DURATION OF THE AGREEMENT

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

3.2 Students who take part in an exchange programme can rent a living unit for the duration of one semester. First semester: 21/09/2024 - 02/02/2025 or second semester: 07/02/2025 - 14/09/2025. Only students who re-apply can apply for an agreement for a semester.

Tenants with an agreement for a semester keep their priority as re-applying student should they apply for a standard agreement the subsequent academic year. Tenants who take part in an exchange programme for the duration of an academic year also keep their priority as re-applying student should they apply for a standard agreement the subsequent academic year.

If upon inspection of the current academic year the exchange did not or will not go through, the (applied for) semester agreement will be converted into a standard tenancy agreement.

Considering the common occupancy, a tenant with a semester agreement cannot be guaranteed to be able to rent the same living unit as the previous academic year. This is also the case if the semester agreement is extended into a standard tenancy agreement.

4. SUBLETTING AND LEASE ASSIGNMENT

Transfer 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 transfer or subletting, the new tenant or subletter must be enrolled as a Ghent University student (cf. *https://www.ugent.be/student/nl/meer-dan-studeren/huisvesting/homes/onderverhuren.htm*

Subletting means that a subtenancy agreement is concluded between the main tenant and the subtenant in which Ghent University is not a party. The use of the Ghent University template available for this purpose is recommended. The main tenant must impose the same obligations onto the subtenant as valid
under the tenancy agreement, including these regulations, and is not allowed to charge a higher rental fee 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 these 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 these regulations, is disruptive and/or commits disciplinary infractions.

In case of transfer or subletting, the tenant must communicate 1) the reason for the transfer or subletting (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 transfer or subletting so that the Housing Office can check whether the transfer or subletting, 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 RENTAL AGREEMENT

5.1 The tenant may terminate the rental 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 if the agreement has already been signed. 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.

5.3 From the start date of the tenancy agreement, the tenant may terminate the tenancy agreement in the following cases:

1. If the tenant terminates the registration/enrolment at Ghent University. In this case, the notice period consists of 1 month. The notice period of 1 month starts on the first day of the month following receipt of the email or letter.

2. If the tenant graduates after the first-term examination period and does not express the intention to continue renting a living unit in a student home (not applicable to Home Heymans). In this case the tenancy agreement will be terminated on 15 February or 15 July of the current academic year for graduating in the first-term or second-term examination period.

3. Upon the death of one of the parents of the tenant or another person responsible for the living expenses of the tenant. In this case, the notice period consists of 1 month. The notice period of 1 month starts on the first day of the month following receipt of the email or letter.

Notice must be given by email or letter to the Housing Office stating the reason and including the necessary supporting documents.

5.4 For social/financial reasons on the part of the student. In this case the tenant must submit a substantiated writing, accompanied by an application form for study financing *(https://www.ugent.be/student/nl/administratie/sociale-dienst* ) to the Social Services Office before May 1. Based on an individual case review the tenant can be given the permission to vacate the living unit during the summer holidays and make it available to the Housing Office.

5.5 Ghent University can terminate the tenancy agreement before its start should the tenant already hold a Master's diploma (not applicable to Home Heymans).

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

Subject to approval by the Housing Office, the tenant may opt to keep the living unit for the duration and standard price stated in the tenancy agreement.

Tenants who will not be living in a living unit of Ghent University in the next academic year can be asked to hand in their keys sooner than stated on the agreement to facilitate the preparation of the room for the next tenant.

6. RENTAL FEE

Every year, a new standard rental fee is set for each type of living unit. Part of the rental fee is for the rent of the furniture.

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

**Title 2. The student room**

7.1 Assignment of the room

Students allocated a room in a student residence can use it during the rental period mentioned in the rental agreement.

The students are obliged to keep the housing unit that was allocated to them for the duration of the tenancy agreement.

Each room is furnished (mirror with tablet, towel hanger, lighting (central, at sink and LED strip in shelf ), bed, (excluding mattress), desk fitted wardrobe and coat rack holder). The furniture present may not be replaced by the student with their own. Only with the landlord’s permission can the student replace furniture in the room.

7.2 Access to the room and residence

Upon occupying the room, the student will receive 1 key card, as well as an access app for the smartphone. Passing on the key card or access app to third parties with the intention of giving them access to the residence and room is prohibited.

If the key card is lost, a lump sum of 50 euros will be charged and the student will be able to request a new key card.

7.3 Hygiene and maintenance

The student will keep the room and the common kitchen hygienic. After cooking, cleaning up and washing up should be done immediately. Kitchen utensils must be kept in the cabinets provided or in the room. Utensils left lying around will be removed without notice. The landlord reserves the right to take measures in case of lack of cleanliness in the kitchens.

Showers and toilets are left neat after use. Showers are rinsed out and grates are left neat and free of hair.

Students are responsible for the maintenance of the room themselves.

Cleaning of the common parts is provided by an external maintenance firm.

Students themselves may not give instructions to the maintenance staff and the Building Manager. However, comments can be passed on to the Super Eddie in charge in your corridor.

Students should ensure that their room is adequately ventilated. In their absence, students should keep the window closed. The student shall take all precautions to avoid frost damage in the room.

7.4 Beautifying and refreshing the room

Decorating the rooms is allowed as long as no damage is caused to the permanent fittings (furniture, walls, doors, ceiling...) and a passage of at least eighty centimetres in the room is guaranteed. Own drilling, nailing, wallpapering, painting and related works are

not permitted.

A suitable time for carrying out refreshment work on the room, e.g. painting and filling work, will be determined by mutual agreement with the student.

7.5 Defects and damages

Necessary repairs (e.g. leaking taps or clogged pipes) are reported immediately via the supervisor (Super Eddie) of your corridor. The landlord is responsible for further follow-up.

Doing repairs yourself or having them done by third parties is not allowed.

The lessor reserves the right to carry out necessary repairs in the rooms even in the absence of the occupants.

If there is evidence of damage to one or more students occupying a room, this damage will be recovered from the person(s) who caused it.

If the established damage is not identifiable, the repair costs will be recovered jointly and severally from the students responsible for the common rooms where the damage was established.

Intentional damage (vandalism) will be sanctioned and reported to the police if necessary.

**Title 3. Rights and responsabilities**

8.1 General rules

General applies to AC-TC , the landlord:

* Delivery obligation: the student room and common areas will be made available to the student in a good state of repair.
* Maintenance obligation: the student room and common areas will be maintained and restored in good condition by AC-TC.
* Safeguarding obligation: AC-TC shall guarantee the peaceful enjoyment of the rent and shall be responsible for the rights that third parties assert over the student room and for hidden defects.

General applies to the student, the tenant:

* Use as a prudent and reasonable person: the student undertakes to use and manage the furnished room and common areas in a normal, careful manner as a prudent and reasonable person.
* Return obligation: the student is responsible for returning the student room and key card at the end of the lease.

8.2 Specific provisions

In addition to the general rights and obligations, these internal regulations additionally regulate some matters concerning practical rental conditions that must be strictly followed by the student.

**Visitors**

Visitors are admitted from 7 a.m. to 11 p.m. provided they do not cause a nuisance and that the student letting the visitor(s) in is present himself during the time of the visit.

Visitors are subject to the provisions of these regulations and - in case of non-compliance - may be denied access to the residence.

Each student is fully responsible for the behaviour of their visitors and for any damage or nuisance they cause.

Putting visitors to sleep, day or night, in the rooms or in the common areas, is prohibited.

Visitors are not allowed to use the showers and kitchens.

**Bicycles and cars**

Bicycle and moped parking is provided for bicycles and mopeds, the use of which is mandatory for students and their visitors. Students are fully responsible for their own means of transport.

For safety reasons, placing bicycles in the corridors of the student residence is prohibited.

It is forbidden to park cars within the campus.

Students will follow HOGENT's parking regulations (https://www.hogent.be/parkeren/parkeerreglement/) at all times.

**Night rest and neighbourly nuisance**

From 11pm to 7am, the student residence must be quiet.

The student shall refrain from anything that might disturb the quiet rental enjoyment of fellow residents and the peace of the neighbours and passers-by of the student residence.

**Smoking**

The student residence is completely smoke-free. This means that a general smoking and vaping ban applies both in the communal areas and in the student rooms.

Smoking and vaping outside is allowed at the designated smoking points. Students who smoke are requested to use the provided ashtrays and keep the smoking points orderly.

**Waste management**

Rubbish is deposited by students in the designated bins in the kitchen.

For recycling purposes, sorting of waste is mandatory.

All forms of clandestine dumping are prohibited, both inside the residence and in the immediate surroundings (neighbourhood, campus...). Any infringement will be penalised in accordance with the provisions laid down in the sanctions policy of these regulations.

**Internet**

In order not to hinder access to the wireless Internet, it is forbidden to remove cables from access points. The addition of own network equipment is not allowed. Using the internet for criminal offences is prohibited.

**Electrical appliances**

TV sets (flat screen only, no cathode ray tube) and music systems are allowed provided they do not disturb fellow students and local residents. In case of complaints, AC-TC may temporarily or permanently prohibit the use of certain appliances in general or for a specific room.

Personal cooking, grilling and heating appliances - including fryers, fondue sets, raclette appliances, toasters and croque-monsieur appliances - are prohibited in the student residence, with the exception of a coffee machine or kettle.

Desk lamps are allowed. Decorative mood lighting is allowed only insofar as it does not run on the mains and therefore only on batteries.

Students can place a small fridge in their room if they wish. E-label is the minimum requirement in terms of energy efficiency.

**Social activities**

Communal activities may be organised with the written permission of the AC-TC Building Manager and under the conditions imposed by AC-TC for this purpose. The request must be made at least one week in advance. It must state exactly what is being organised, who is responsible for the organisation (minimum two students), for cleaning, for safety and where the activity will take place.

No activities contrary to the Ghent students’baptismal decree and the Flemish framework for baptisms and other student activities will be allowed.

Charges for any direct and indirect damages may be billed to the students who organised the activity.

Holding BBQ in the residence, on the terraces of the residence and on the campus in general will not be allowed.

**Drugs**

Using or dealing drugs, as well as mere possession, will not be tolerated.

If there is any suspicion that drugs are being used or traded in or around the student residence, this will be reported to the police immediately.

**Pets**

Bringing in and keeping animals is not allowed in the rooms or anywhere else in the residence, with the exception of assistance dogs of students with disabilities.

**Title 4. Surveillance and security**

9.1 Surveillance and monitoring

Monitoring of compliance with the internal regulations is mainly done by AC-TC staff.

Inspection of the rooms and common parts by AC-TC - including in terms of state of finding, hygiene, security, drug possession and technical maintenance - must always be allowed.

In cases of force majeure, authorised AC-TC staff may enter the room unannounced.

Students must be able to identify themselves to AC-TC staff at all times and upon simple request, and to any external security firms.

Anyone wishing to report an emergency situation can call the floor manager. For life-threatening situations, 112 is called.

9.2 Safety

Students are required to participate in evacuation drills as part of fire prevention.

Entering the roof is strictly prohibited. Emergency exits serve only to quickly exit the residence in case of emergency and are not used as regular exits.

Students who misuse safety equipment or take actions that could impede the proper functioning of safety equipment, or cause panic by unnecessarily pressing a fire alarm will be sanctioned.

The smoke detection in the rooms and common areas may not be sabotaged under any circumstances by, for example, covering the detectors in any way.

Under no circumstances is it allowed to enter technical rooms, to open a low-voltage electrical panel by oneself and to operate differential and circuit breakers in the event of a sudden power failure. For this, students should always refer to authorised AC-TC staff members.

For safety reasons, making fire (smoking, use of candles, tea lights, incense and the like more) in the rooms or anywhere in the residence is strictly prohibited.

The use of fireworks in the immediate vicinity of the student residence is also prohibited. Christmas trees and Christmas lights are not allowed.

The storage of highly flammable or hazardous substances, other than those necessary for domestic use, is prohibited. The use of harmful products, such as unblockers, is not allowed.

Emergency exits and passages in common areas must remain free of obstructions at all times.

Taking personal measures towards fellow residents is prohibited. Aggrieved students may contact the floor manager of their corridor.

Circulation routes and doors (no coat racks and mirrors on doors) must remain free of fire load.

9.3 Super Eddies

In addition to the above permanency scheme, AC-TC, as part of general security within the student accommodation, calls on floor officers (called Super Eddies). To this end, AC-TC selects at least one student per floor in each residence to serve as a floor supervisor.

Super Eddies are not only the first point of contact for AC-TC students and staff. They are also responsible for safety in the building and assume the role of floor manager where they are co-responsible for social control within the student residence. Their directives in case of unsafe situations, evacuation drills and the like must be followed by the students and their visitors.

9.4 Theft

AC-TC cannot be held liable in case of any theft of money or personal belongings.

Students must lock their rooms and safely store their personal belongings when not in their rooms. Likewise, all doors giving access to the student residence must be closed at all times.

In case of a clear suspicion of theft, AC-TC will inform the police services for further investigation and follow-up.

**Title 5. Penalties and measures**

10.1 Violations and determinations

Violations of the provisions of these regulations may lead to sanctioning. This is done after establishing facts (who, where, when, what behaviour...) during inspections by AC-TC staff or Super Eddies.

Reports by third parties of irregularities within the context of these regulations will be followed up and further investigated by AC-TC staff and may also lead to a sanction.

Breaches of the provisions of these Internal Regulations are classified into the following categories:

* + - high security risk violations, as listed under 9.2 Security of these regulations (e.g. misuse of fire and security installations, entering inaccessible areas such as roofs, unlawfully providing access to third parties, use of unauthorised electrical appliances and candles, letting visitors stay overnight, smoking...)
		- serious misconduct (e.g. theft, vandalism, use and trafficking and possession of prohibited substances, steaming, sexual harassment...)
		- antisocial behaviour affecting the peaceful rental enjoyment of fellow tenants (e.g. smoking, noise pollution, harassment, physical or verbal violence, unruly visits...)
		- administrative negligence (e.g. failure to request common activities, failure to report defects, keeping pets...)

10.2 Sanctions

The sanctions policy includes a range of measures that can be taken by AC-TC to discourage, stop and punish the tenant's alleged behaviour. These can range from an admonition, the imposition of a fine or an alternative sanction, to the dissolution of the lease through the Justice of the Peace.

The following fines are set for the categories of breaches listed under section 10.1:

- Infringements with high security risk: from 50 to 250 euros

- Serious misconduct: from 50 to 250 euro

- Anti-social behaviour: from 25 to 100 euros

- Administrative negligence: from 25 to 100 euros

When imposing sanctions, the severity of the alleged behaviour, any recurrent behaviour, the personal file and years of residence within the student residence are taken into account.

Established and awarded damages are always recovered from the perpetrator(s) through an invoice with statement of costs.

Violations are noted in the student's personal file and may be grounds for refusing a reapplication.

When establishing a violation of the internal regulations and subsequent sanctioning, the person concerned always has the opportunity to be heard.

The decision on sanctioning is taken by AC-TC.

If a violation of the regulations can also be qualified as a criminal offence, the criminal offence will always be reported to the police. In any subsequent criminal prosecution, AC-TC may proceed with civil action.

**Title 6. Exceptional measures**

In exceptional circumstances (e.g. in case of suspicion of arson, threat, assault or sexual assault of a fellow student...), an order measure may be taken by AC-TC temporarily denying a resident student access to the student residence.

Following a student's care file, AC-TC may authorise measures that deviate from the provisions of the internal regulations.