

USER GUIDE FOR TENANTS RENTING OUR APARTMENTS



The user guide for apartments is an integral part of the tenancy agreement.

This user guide gives you care and cleaning tips and advice on using the technical fittings. It also provides important information about the German Registration of Persons Act, insurance and the SEPA direct debit system and the like. If you have rented an apartment before, it is assumed that some of this information will be familiar to you.

The purpose of this guidance, which is based on our experience gathered over many years, is to familiarise you with the use of the facilities in the rented property. By following the tips and advice set out below you will protect our property but, above all, you will derive the maximum benefit from using the facilities provided. Please note that some of the guidance may not apply to your apartment as not all apartments have the same facilities.

1. German Registration of Persons Act

First of all, we would like to extend a warm welcome to you as a new tenant of HWG mbH and look forward to a harmonious tenant/landlord relationship. We would like to draw your attention to the obligations arising under the Registration of Persons Act (BMG) as published in the notification of 11 October 2016:

- Anyone taking on the tenancy of an apartment must register with the registration office within 2 weeks of moving into the apartment.
- Anyone who moves out of an apartment and does not move into a new apartment in Germany must cancel their registration with the registration office within two weeks of moving out of the apartment.

Failure to comply with these provisions can result in a fine of up to €1,000.

2. Payment of rent by the SEPA direct debit system

The SEPA direct debit system offers key advantages both to you and to us and these are explained in detail below. This system offers you the convenience of having your regular monthly rent and any additional service charges deducted by your landlord from your account so that your rent will always be paid on time. This arrangement will also save you a trip to your bank as well as the expense of transferring funds. In addition, you will not incur charges for any changes to the amount to be debited to your account.

By using this system you will help us to minimise administrative costs. You will have more security as this system eliminates accounting errors. You will also save time as we automatically keep track of the due date of the payment of rent.

Participation in the SEPA direct debit system is voluntary and can be cancelled at any time. You will incur no charges for a properly executed debit. With a SEPA direct debit mandate you can claim back the amount that has been debited within eight weeks starting with the date of debit. A reversal fee to be paid by the person responsible will be levied by the bank for unauthorised direct debit reversals or for direct debits returned because there were insufficient funds in the account on the date the account is to be debited. The amount of the reversal fees varies from bank to bank.

If you would like to participate in the SEPA direct debit system, please complete and sign the SEPA direct debit mandate and send it to us. We will then arrange to have the appropriate amounts debited on the agreed date. If you change your bank, a new written SEPA direct debit mandate will have to be issued in which case we would ask you to contact us in good time.

The amounts deducted each time will be shown on your bank statement or in the notifications of withdrawals. Finally, any additional amounts due e.g. service charges will also be debited from your account under the direct debit arrangements at the same time as your rent when that falls due for payment. This will also save you time and you will have the security provided by the SEPA direct debit system. We look forward to welcoming you as a participant in the SEPA direct debit system.

3. Insurance cover

Property insurance - household contents insurance

Property insurance includes all insurances in which property is insured against any kind of damage, misappropriation etc. Essentially, property is understood to mean all movable property (household effects such as clothing, furniture, furnishings and articles of value) and immovable property (buildings, substantial parts of buildings and building fixtures and fittings).

If you as a tenant have taken out a household contents insurance, you will be compensated for damage

in accordance with the conditions explicitly agreed in the policy if an **insured loss event** has occurred to the **insured household effects**. If the insured loss events described below occur, your property is **not** insured by the landlord nor can it be replaced by the landlord.

Insured household effects (property)

- The apartment described in the insurance policy including the basement for which you bear the risk, i.e. only the property that belongs to you.
- Your household effects include in particular: furniture, electrical appliances, clothing, jewellery and objects of value, all items deposited in the basement, bicycles, floor coverings or carpets fitted by you as well as wall coverings, roller blinds etc. fitted by you.

Insured loss event (hazards/causes of damage)

▪ **Mains water, burst pipes, frost damage**

Mains water is water that, contrary to its intended purpose, has escaped from the water utility pipes, or from the hot water or steam heating system, because of a burst pipe or frost damage.

The following costs will be reimbursed:

- The remedying of consequential damage to your insured property, e.g. water-soaked furniture, carpets and wall coverings or electrical appliances (washing machine, TV etc.) in the apartment or basement rendered unusable because of water damage

▪ **Fire, lightning, explosion**

By the term “fire” is meant a **fire** which has occurred without a proper origin or which has left its place of origin and spread spontaneously. **Lightning strike** is the direct transfer of lightning to property. **Explosion** is a sudden manifestation of a force caused by the expansion of gases or vapours. Damage caused by fire arising from useful heat and damage caused by overvoltages and the like is also insured.

▪ **Storm** (a weather-related movement of air of at least wind force 8) **and hail**

The following costs will be reimbursed:

- The remedying of indirect damage, e.g. if an uprooted tree causes damage in your apartment or causes damage to your household effects. Damage caused by the ingress of rain will not

be compensated unless the window through which rainwater has penetrated and damaged your household effects has been smashed by a falling branch.

▪ **Breakage of glass**

Tenants should note that the landlord will not pay for damage to glass in double-glazed windows and therefore recommends that glass insurance be included in the household contents insurance.

▪ **Burglary and theft**

An unauthorised third party has broken into your apartment or basement using a copied key or other implements or has tried to do so. Simple theft is not insurable.

The following costs will be reimbursed:

- The remedying of damage to doors, locks, windows, roller blinds and protective grating
- Stolen property and any damage caused by vandalism

The aim of the perpetrators of such damage is to gain access to the contents of your apartment i.e. your household effects. In order to gain access to the property they intend to steal they must as a rule cause damage to the building, e.g. to the entrance door of the apartment, the window, the glass pane or the basement door. This is why insurance companies treat this type of damage to buildings as damage to household effects as the interest insured relates to those household effects. Costs are co-insured in the household effects insurance “for repairs to damage to buildings which has occurred in the area of the apartment/basement because of burglary, theft or the attempt to commit such an act, or has occurred within the apartment/basement because of vandalism following a burglary”.

Third party liability insurance - personal liability insurance

You will need a private insurance not only as a private person (for example as the head of the household, owner or tenant of an apartment for your personal use), but also as a pedestrian or cyclist as it impossible to rule out the possibility that your behaviour or the behaviour of your children or relatives may cause injury to others (third parties).

Third party liability insurance is indemnity insurance. It guarantees the policy holder protection if a loss event has occurred which results in

- personal injury such as death, injury or damage to the health of persons
or
- material damage such as damage or destruction of property

for which a claim for compensation is made by a third party on the grounds of statutory liability provisions with a private law content. Damages sustained by the insured person which are deliberately induced as well as penalties and fines are not insured in these circumstances.

Scope of the insurance cover

The work of indemnity insurance companies involves considering whether and to what extent they are liable to pay compensation, whether financial compensation is to be paid for the damage and whether claims for compensation should be rejected because they are unjustified. In addition, indemnity insurance companies also assume the risk of litigation i.e. the legal costs if a case comes to court.

Indemnity insurance does not cover damage sustained by the insured person but provides instead compensation for personal injuries and damage to property suffered by third parties caused to them by the fault of the insured person such as negligence, carelessness or recklessness.

If it has been established that damage has occurred for which compensation must be paid, the indemnity insurance company will, where a claim is justified, pay to the injured party an amount corresponding to the amount of the proven damages but not exceeding the agreed sum insured.

Essentially, the body liable to pay compensation must restore the situation that existed before the damage had occurred. The replacement value of the third party damage only is paid under the indemnity insurance as the injured party must not be placed in a better position than they were before the occurrence of the damage.

Examples from actual cases:

Your washing machine overflows, causing structural damage to our building and water damage to the tenant's furniture in the apartment below. Your landlord and the tenant in the apartment below you can make claims against you for compensation.

You drop an object into the bath in your bathroom causing cracks in the bath and causing it to leak. An object you are carrying bangs against the entrance door to the house breaking the glass in the door. In both cases the landlord can make a claim against you for compensation. Your indemnity insurance company will settle the cost of such damage provided you have not acted with intent or gross negligence.

If you have any questions about taking out an insurance policy, please contact an insurance company of your choice.

4. Smoke detectors

Mode of operation

Smoke detectors detect within a few minutes the fine particles formed in a fire and emit a loud warning alarm.

Their purpose therefore is to give an early warning of smoke and fires so that the occupants of the house and apartments can react accordingly to the hazard event and summon the fire brigade. Smoke detectors neither prevent fires from starting nor fight fires nor extinguish them automatically. Nor do they summon the fire brigade or any other body providing help. They are not a substitute for insurances of any kind.

Smoke detectors must not be removed or disabled.

Care instructions and checking the alarm

The smoke detector carries out an automatic silent check of the alarm every 8 to 10 seconds. To carry out a manual check of the alarm, press the test button on the device. One single warning alarm only should be sounded. When you press the test button a check is carried out of the entire smoke detector. Do not attempt to test the smoke detector by exposing it to a naked flame or open fire as this can damage the smoke detector.

We recommend that the smoke detector be kept clean by the occasional use of a vacuum cleaner, taking care to ensure that the nozzle of the vacuum cleaner does not touch the smoke detector.

Action to take if the smoke detector malfunctions or in the event of a fire

Possible causes of a false alarm or malfunction are:

- The smoke detector is clogged with dust,
- Cooking or frying with the gas or electricity turned up high generating much smoke directly under a smoke detector,
- Welding, soldering or sawing,
- Increased variations in temperature as well as
- Condensation.

The smoke detector must not be exposed to sources of malfunctions of this type.

Some dos and don'ts:

- Do not smoke directly under the smoke detector
- When redecorating never under any circumstances paint over or hang wallpaper over the smoke detector
- Do not allow the smoke detector to come into contact with cleaning agents or other chemicals
- Clean the device regularly

Even if the cause of an alarm is unclear, there might still actually be a fire. If the smoke detector emits a warning alarm, check your accommodation immediately. If you cannot find any sign of a fire, ventilate your apartment adequately. To stop the alarm press the test button on the smoke detector. Never remove the battery under any circumstances.

Action to take in the event of a fire

- 1. Locate the source of the fire.**
- 2. Call the fire brigade on 112.**
- 3. Warn the other occupants in the house.**
- 4. Leave the building immediately and close all doors behind you on your way out of the building to stop the fire from spreading.**
- 5. Do not fight the fire unless you can do so without endangering yourself and others.**

5. Healthy living environments –heating and ventilating correctly

Please follow the instructions on heating and ventilating correctly which are set out in the brochure enclosed with the tenancy agreement.

6. Clean drinking water – prevention of legionella

Legionella are bacteria occurring naturally in water in low concentrations. In order to prevent very high concentrations of the bacteria the following instructions must be followed.

- Please draw water regularly from all outlet points in the bathroom and kitchen of your apartment. Circulating the water in this way prevents the development of stagnant water in the pipes and the formation of legionella.
- Legionella can form especially during the holiday season because the water in the pipes is stagnant at that time. On return to your apartment after a lengthy absence, you should therefore let the hot water run for a least 3 minutes and the cold water for at least 1 minute.

These measures will significantly minimise health risks.

7. Heating thermostats

Thermostatic valves are a key component of a modern heating system. They control the heating-up period for each radiator and help to reduce heating costs.

How thermostats work

The radiator thermostat comprises a lower part which houses the valve and a device known as a thermostatic head. The centrepiece of the radiator thermostat, a temperature sensor filled with fluid or gas which controls the opening and closing of the valve, is also located in this part. The thermostatic valve continuously measures the room air temperature by means of a thermostatic sensor and controls the flow rate of hot water through the radiator accordingly so that the required room temperature remains constant.

If the room gets warmer than the temperature set on the thermostat because, for example, the sun is shining through the window, the fluid expands and closes the valve. Less or even no hot water then flows through the radiator. In this way the room is then heated only when necessary, saving energy. It is important to note that this process cannot operate if the thermostat is covered by curtains or furniture. In such a case a build-up of heat develops and the valve is closed before the room has reached the required temperature. If the room gets colder the fluid contracts and a device known as a coupling pin opens the valve. Hot water flows again and the radiator radiates more heat. This continues until the temperature set has been reached again.

The required temperature can be set manually by turning the thermostatic head with the five step numerical scale:

If the thermostatic head is turned to the right (step 1) it is screwed nearer to the valve, the opening of the valves is narrowed and the room air temperature is reduced.

If the thermostatic head is turned to the left (step 5) the valve is opened more widely, enabling more hot water to flow through the radiator and the room temperature set is higher.

As a general rule step 1 corresponds to a room temperature of about 12°C irrespective of the make of the thermostat, with each additional step increasing the temperature by 3 or 4°C. Step 3 of the five step numerical scale on the thermostatic head for example represents a required room temperature of 20 to 21°C.

Many users still think of a thermostatic valve as a water tap: the more it is turned on, the quicker the room gets warm. However, the heat supply to the radiator is in fact controlled by a temperature sensor in the thermostatic head which opens or closes the valve for the hot water according to the room temperature. If you open the thermostatic valve fully, the room is heated up more slowly rather than more quickly - until the room temperature set has been reached.

Why are numbers shown on the thermostatic head instead of temperatures?

Thermostats control the room temperature. The temperature reached in the room depends not just on the setting of the thermostatic valve. In a radiator niche with a window ledge a build-up of heat can for example develop which sends a signal to the thermostat telling it close although the room is not yet warm. The numerical scale on the thermostatic head is intended therefore only as a guide.

Can I save energy by turning the thermostats down if I am away from my apartment for a lengthy period, thereby significantly reducing the room temperature?

Two factors play a role here: the composition of the building envelope and the difference in temperature between the outside and the inside of the building. Basically, more heat escapes the higher the internal temperature. Generally speaking therefore less energy is lost if the room temperature is down-regulated for a lengthy absence. The savings by down-regulating the radiators are therefore greatest in badly insulated old buildings. The room temperatures should not however fall too low because otherwise the risk of mould increases. In addition, sufficient time should be allowed when controlling the temperature for the rooms to heat up again.

8. Fireplaces, ovens and stoves

Chimneys not in use must always be sealed to make them permanently airtight and fireproof. Stoves and ovens fitted by the landlord as well as other fixtures and fittings must be treated with care.

9. Ventilation systems

Internal kitchens and bathrooms (i.e. rooms without windows) are usually ventilated by a ventilation system with a central roof vent. The design of these roof vents ensures that the same volumes of air are extracted from all apartments in conformity with standards. Air extraction units (generally known as disc valves) have been installed in the bathrooms and kitchens in order to ensure an equal distribution of air. These units were set on installation and do not require further adjustment.

The entire ventilation system can be thrown out of balance if incorrect adjustments are made to these disc valves. Tenants are therefore not permitted in their own interests to block, enlarge, seal or cover up the ventilation openings or otherwise to render them inoperative. For the same reason tenants are prohibited from connecting kitchen exhaust hoods or bathroom exhaust fans to the central ventilation system.

Where required the windows have been fitted with ventilation devices for forced air ventilation of the apartment. This ventilation is required to ensure a supply of fresh air where ventilation systems have been installed in internal kitchens and bathrooms and serves at the same time to prevent the growth of mould. Please follow the instructions on heating and ventilating correct as well in this connection.

10. Roof and façade

Please follow the instructions set out below where extensive renovation work has been carried out on areas such as the exterior walls and roof of the building and in particular in and on the loggia and balcony areas. All the surfaces have been sealed with an elastic coating to prevent the formation of cracks and therefore no rights under the warranty can be exercised against the company that carried out the renovation work if mechanical damage occurs. Furthermore, mechanical damage reduces the effectiveness of the insulation fitted. Tenants must not therefore cause any damage to the external walls such as:

- Fitting satellite dishes, exterior lighting, tumble dryers, radio antennae, awnings, cladding to name but a few
- Drilling into loggia and balcony floors and ceilings
- Fitting windows in loggias or balconies
- Installing flower boxes with no drip trays

The loggia or balcony dividing wall must not be drilled into. Nor must any objects be attached to the wall as it is not load-bearing.

No radio antennae and the like must be attached to the flat roof. The roof is not for communal use.

11. Windows and doors

Recommendations for initial cleaning

Remove lime and cement splashes with water and a little household cleaner. Seals and fittings may not function properly unless mortar residues are removed.

Tips on maintenance

Abrasives and solvents such as acetone or cellulose thinners must not be used. Aggressive substances like these attack window frames and seals. Apply a few drops of oil to the movable fittings once or twice a year to ensure they will always open and close easily.

Attachment of window accessories

Venetian blinds, panel curtains and the like must not be attached by drilling into the window frames and casements. Please use commercially available adhesive strips for panel curtains or adhesives that do not attack the plastic. Window accessories should preferably be attached to the wall or the ceiling over the window.

Use only commercially available and detachable adhesive pads for attaching posters and transfers to doors and door frames. The colours of the doors and frames must not be changed nor must they be drilled into. Standardised name plates have been fitted to new entrance doors where these have been fitted. It is strictly forbidden to fit additional bolts and locks as the new doors meet the required safety requirements.

12. Tiles

If it is necessary to fit any attachments to the tiles they should be attached by adhesive. If drilling is unavoidable, holes should be drilled only in the joints or in the tile spacers. At the end of the tenancy all rawplugs must be removed and the holes formed sealed with grout of the original colour.

13. Laminate and parquet floors

If your apartment is fitted with laminate and parquet flooring, please follow the cleaning and care instructions set out below. All laminate and parquet floors are subject to normal wear and tear. For long lasting protection of the surface of the floor, preventive measures must be taken to protect the floor from damage such as placing doormats in the entrance area to prevent dirt, which acts on the surface like sandpaper, from getting on to the floor in the first place. Suitable furniture felt pads must be fitted to tables and chairs.

A healthy living environment of about 55 to 65% relative humidity at a room temperature of about 20°C is required to maintain the value of laminate and parquet floors and to maintain people's sense of wellbeing as well. If relative humidity falls well below 55% during periods when the heating is on, we recommend the use of an electric air humidifier (evaporator) to prevent the floors from drying out to an excessive degree. If air humidity falls below normal values, hairline cracks and possibly mild static charges are likely which usually normalise after the normal air humidity values have been restored or close again after the heating has been turned off.

Cleaning and care of laminate floors

With normal levels of soiling sweeping, vacuuming or wiping with a damp cloth lengthways over the floorboards will suffice to keep the floor clean. With heavier levels of soiling a household cleaner can be added to the water used for cleaning the floor but any excess moisture must be wiped up immediately. If water is used to clean the floor, ensure that the floor cloth is well wrung out or slightly damp. Pools of water must never be allowed to form on the surface of laminate floors as this will cause the floor to swell.

Never wet clean the floor and never pour water directly on to it. Always remove any stains immediately. Do not use polish or wax. Only use the recommended cleaning and care products for laminate floor coverings. Always follow the special care instructions provided by the manufacturer.

Cleaning and care for PREMIUM CLICK — ready to lay parquet flooring, sealed plank parquet

Use only the recommended cleaning and care products for ready to lay parquet flooring with a sealed surface.

Use a mop, soft brush or vacuum cleaner for day-to-day cleaning. If you are using water to clean the floor, ensure that the floor cloth is well wrung out or slightly damp. Pools of water must never be allowed to form on the surface of the laminate floor as this will cause the floor to swell. Do not use polish or wax to care for the floor.

14. Wooden balcony floors

Some of the balcony floors are made of Siberian larch. This coniferous wood is very weather-resistant, making it ideally suited for all out of door applications. The unique features and benefits of Siberian larch are its close grain, the relative absence of knots and its durability. A chemical treatment of the wood is therefore not necessary.

Atmospheric conditions can cause the wood to become slightly discoloured. A silver-grey patina is formed which serves at the same time to protect the wood. If you wish to remove this patina, treat the wood only with suitable, sufficiently pigmented oils. The laying of artificial turf is not permitted.

15. The use of balcony planter boxes

To avoid endangering passers-by please ensure that your planter boxes cannot tip over. Do not place flower pots or planters on the balcony parapet unless they have been secured in position. Use the brackets provided for this purpose if available. Regularly trim any drooping foliage to prevent damage to the facade and balcony cladding.