

Reg. No. \_\_\_\_\_

# TENANCY AGREEMENT FOR A BED IN LIVING QUARTERS OF HALL OF RESIDENCE OF DAUGAVPILS UNIVERSITY

Daugavpils \_\_\_\_\_

\_\_\_\_\_20\_\_\_\_

**Daugavpils University**, hereinafter – the **LESSOR**, represented by the manager of hall of residence \_\_\_\_\_, who is acting in conformity with the DU Rector's decree No \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_, from one side, and student \_\_\_\_\_, personal identity number \_\_\_\_\_ - \_\_\_\_\_, identity document No. \_\_\_\_\_, issued \_\_\_\_\_

hereinafter – the **TENANT**, from the other side, both together hereinafter referred to as the Parties, by mutual consent shall conclude the following – hereinafter – the Agreement:

## 1. SUBJECT OF THE AGREEMENT

- 1.1. The **LESSOR** shall hand over and the **TENANT** shall accept for use during study period a bed \_\_\_\_\_ in room No. \_\_\_\_\_ in Daugavpils, \_\_\_\_\_ street, for a fee with the equipment and inventory of the **LESSOR**, together with the right in accordance with other **TENANTS** of the room and building to use the sanitary and other general common rooms and appliances in this hall of residence.
- 1.2. The premises of the hall of residence have central heating, water supply, sewage, cold and hot water, lights and internet connection.
- 1.3. The room and common rooms are handed over to the **TENANT** in the same technical condition as they are on the day of acceptance, their condition is recorded in the acceptance certificate and the **TENANT** accepts it for use by mutually signing the acceptance certificate. The **TENANT**, upon leaving the hall of residence, undertakes to hand over the room and common rooms to the **LESSOR** by signing mutually the acceptance certificate in no worse condition than the rooms were when they were accepted for use, allowing only for natural wear and tear of the rooms.
- 1.4. The room is equipped with inventory, which the **TENANT** accepts for use by mutually signing the acceptance certificate in the technical condition in which it is on the day of acceptance. The condition of inventory is recorded in the acceptance certificate and the **TENANT**, upon leaving the hall of residence, undertakes to hand over the received inventory to the **LESSOR** by signing mutually the acceptance certificate in no worse condition than it was when it was accepted for use, allowing only for natural wear and tear of the inventory.
- 1.5. The acceptance certificate of rooms, common areas and inventory is an integral part of the Tenancy Agreement for a Bed in Living Quarters of Hall of Residence of Daugavpils University.

## 2. PAYMENT PROCEDURE

- 2.1. The rent for the **TENANT** shall be determined in the total amount of EUR (\_\_\_\_\_euros \_\_\_\_\_cents) for a bed in the room indicated in Article 1 and other related common spaces and equipment according to the price list approved by the Budget Commission of Daugavpils University and the order of the Rector of DU. The rent must be paid monthly during the term of the contract.
- 2.2. The **TENANT** shall pay the specified rent for each subsequent month no later by the **26th day of the current month** to the bank account indicated by the **LESSOR** transferring the payment through online banking:

Daugavpils Universitāte  
VAT reg. No.: LV90000065985  
Address: 13 Vienības Street, Daugavpils, LV5400  
Account No/Iban.: LV15TREL9150210000000  
Valsts Kase  
Code/Swift: TREL LV22

the payment order must indicate the address of the hall of residence, the purpose of the payment and the revenue code EKK 21382;

or on weekdays from 8:30 AM to 4:00 PM at the DU cash-desk: 13-108 Vienības Street, 1st floor.

- 2.3. In addition to the rent for a bed, the **TENANT** shall pay for a change of bed linen two times a month in accordance with the price list approved by the Daugavpils University Budget Commission by transferring the payment through online banking to the bank account specified in Article 2.2.
- 2.4. When concluding the Agreement, the **TENANT** shall pay the full rent for the first/current month and a security deposit in the amount of EUR \_\_\_\_\_ ( \_\_\_\_\_ euros \_\_\_\_\_ cents). The security deposit is retained by the **LESSOR** for the entire duration of the rental term without calculating interest and it serves as security for the proper fulfilment of the **TENANT's** obligations. The security deposit paid by the **TENANT** is used to cover the damages caused to the **LESSOR**, if such were caused by violating the terms of the Agreement or can be used as the last payment for renting a bed. The rent is not recalculated by the day.
- 2.5. If the **TENANT** moves into the hall of residence before the 15th day of the current month, then the **TENANT** pays the full rent for the current month. If the **TENANT** moves into the hall of residence after the 15<sup>th</sup> day of the current month, then the **TENANT** pays 50% of the rent for the current month.
- 2.6. If the **TENANT** owes the **LESSOR** rent or fees for services or specified damages at the termination of the Agreement, the debt is fully or partially extinguished and the damages are compensated from the security deposit. If the culprit is not found, the damages are recovered from all tenants of the room equally.
- 2.7. If upon termination of the Agreement the security deposit for providing the rental obligations is not used or is used partially to ensure the fulfilment of the contractual obligations, its full or remaining part shall be returned to the **TENANT** by transfer to the bank account indicated by the **TENANT** no later than one month from the day when the **TENANT** and the **LESSOR** have both signed the acceptance certificate for returning the inventory, rooms, common rooms and keys to the room to the **LESSOR**.
- 2.8. If the **TENANT** violates the terms of this Agreement or the internal rules and regulations of the hall of residence and as a result this agreement is terminated, the **LESSOR** does not return the security and the **TENANT** does not get back the security deposit.
- 2.9. If the **TENANT** does not want another person to be accommodated in the available beds in the room, then the amount of the Agreement fee for the **TENANT** for a bed is increased by the number of beds provided in the given room.
- 2.10. The fee specified in the Agreement may be increased for the **TENANT** if the number of **TENANTS** in the room has decreased and there are no applicants for the available beds. If the **TENANT** does not agree to the increase of rent, they are moved to another room or hall of residence.
- 2.11. In the case of late payment of rent, late payment interest of 1% of the unpaid rent shall be charged for each day of delay. Late payment interest is payable upon the **LESSOR's** first request.
- 2.12. The rent may be increased if the **LESSOR's** expenses for the maintenance of halls of residence increase. **TENANTS** are warned about this 1 month in advance by placing notices in the premises of the hall of residence and in the relevant section of the University's website [www.du.lv](http://www.du.lv).
- 2.13. The rent is changed with the price list approved by the DU Budget Commission and the order of the DU rector, a copy of which can be found on the notice board of the hall of residence and in the relevant section of the DU website [www.du.lv](http://www.du.lv). If the updated rent is not acceptable to the **TENANT**, the **TENANT** has the right to terminate the Agreement and vacate the premises.

### 3. TERM OF THE TENANCY AGREEMENT AND ITS TERMINATION

- 3.1. The Agreement shall enter into force on the date of its signing, and is valid till \_\_\_\_\_, 20\_\_.
- 3.2. The Agreement expires within the specified term or simultaneously with the student's exmatriculation from Daugavpils University or the **TENANT** is evicted from the premises of the hall of residence for violations of the internal rules and regulations without provision of another living quarter, therefore the **TENANT** must vacate the premises of the hall of residence, hand over the inventory referred to in the Acceptance certificate of rooms Article 3 and make the final payments for the use of the hall of residence.

- 3.3. The **TENANT** has the right to terminate this Agreement by notifying the **LESSOR** one month in advance and by settling the obligations mentioned in this Agreement.
- 3.4. The Agreement can be terminated on the 15th day of the month by paying 50% of the monthly rent or at the end of the month by paying the full one month's rent.
- 3.5. During the term of this Agreement, the Agreement can be terminated at the initiative of the **LESSOR**, as well as the **TENANT** can be evicted from the occupied living quarters, if the **TENANT** has not paid the rent by the deadline set by the **LESSOR** (does not pay the rent for one month), does not comply with the internal rules and regulations of the hall of residence, as well as in the cases provided for in the Residential Tenancy Law.
- 3.6. At the end of the rental Agreement, the **TENANT** shall hand over the rented bed, common room and the keys of room to the **LESSOR** by mutually signing the acceptance certificate. If at the time of handover the condition of the premises has deteriorated due to the fault of the **TENANT**, the Parties shall draw up a deed and record the actual condition of the premises for the purpose of calculating damages. The **LESSOR** has the right not to sign the acceptance certificate until the **TENANT** has compensated the losses.
- 3.7. This Agreement can be amended by agreement between the **LESSOR** and the **TENANT**, implementing these changes in writing.

#### **4. OBLIGATIONS AND RIGHTS OF THE TENANT**

- 4.1. The **TENANT's** obligations and rights are determined by this Agreement and the Internal Rules and Regulations at Daugavpils University's Halls of Residence.
- 4.2. To use the living quarter, common rooms and bed in accordance with the provisions of the Agreement, to comply with the Internal Rules and Regulations at Daugavpils University's Halls of Residence and generally accepted canons of behaviour, to treat the **LESSOR's** hall of residence building, inventory, its equipment, common rooms and communications in them with care.
- 4.3. To receive a key to enter the room in the hall of residence and access rights to enter the hall of residence.
- 4.4. To be compliant with the internal rules and regulations and fire safety rules of the hall of residence, to pay the specified payments within the specified terms.
- 4.5. To tidy up and regularly clean the living quarter, keep it and common areas in good order throughout the whole period of use.
- 4.6. It is not allowed to move to another room or to change the lock of room without any prior agreement with the manager of hall of residence.
- 4.7. In case of independent replacement of the lock, to hand over 1 key to the manager of hall of residence.
- 4.8. Upon terminating this Agreement and leaving the hall of residence, the **TENANT** must within two working days remove all personal property, repair all damages caused by the use or vacating of the room, handover the room and common areas in a clean and good condition, which the **TENANT** must maintain in accordance with the terms of the Agreement, settle all payments, hand over the received inventory, rooms, common areas and the issued keys by mutually signing the acceptance certificate. If the inventory or keys are not handed over or the room is damaged, the **TENANT** shall compensate the **LESSOR** for the losses incurred.
- 4.9. To maintain the original condition and appearance of the room, inventory and common areas.
- 4.10. To compensate the **LESSOR** in full for damages caused due to damage to the room, common areas and its equipment and inventory due to the fault of the **TENANT** or the **TENANTS** living with them. Additionally, to pay a fine of 100% of the amount of the loss in favour of the **LESSOR**.
- 4.11. To compensate the **LESSOR** for losses caused by terminating the rental Agreement due to:
  - handover of an unclean, untidy room – in the amount of 30% of the rent;
  - handover of an unclean, untidy WC (*if applicable*) – in the amount of 40% of the rent;
  - handover of an unclean, untidy shower room (*if applicable*) – in the amount of 50% of the rent;
  - for marked or soiled walls and doors in the room – in the amount of 100% of the rent;

- damaged flooring of the room – in the amount of 100% of the rent.
- 4.12. The **TENANT** can carry out refurbishment in the shared room at their own expense, if it has been previously agreed in writing with the **LESSOR**.
  - 4.13. To immediately notify the **LESSOR** of any breakdown in the internal engineer networks.
  - 4.14. The necessary repairs or damaged inventory due to **TENANT's** uneconomic actions and negligence shall be paid in full by the **TENANT** and that does not exempt them from paying the rent during this period. Furthermore, the **LESSOR** reserves the right to demand unilaterally such repairs and to determine the deadline for its completion, as well as to deduct the resulting losses from the security deposit paid by the **TENANT**.
  - 4.15. If the refurbishment or a common room (kitchen, corridor, toilets, shower room) is damaged, the damage is covered in equal parts by the tenants of the entire apartment or floor.
  - 4.16. The **TENANT** shall assume full responsibility for persons who arrive and stay at the hall of residence upon their invitation.
  - 4.17. If the term of the Agreement has expired and the **TENANT** has complied with the contractual obligations and has not been exmatriculated, they have the right to apply for an extension of the term of the Agreement after agreeing with the **LESSOR**.
  - 4.18. The **TENANT** does not have the right to accommodate their spouse and children of both or each of them and friends in their rented living quarter.
  - 4.19. The **TENANT** does not have the right to accommodate any animals in their rented living quarter.
  - 4.20. By agreeing with the **LESSOR**, the **TENANT**, if necessary, has the right to declare the rented living quarter as their place of residence. After the expiration of the rental Agreement or in case of termination of the rental Agreement, the **TENANT** is obliged to immediately deregister from the living quarter.

## **5. OBLIGATIONS OF THE LESSOR**

- 5.1. The **LESSOR's** obligations and rights are determined by this Agreement and the Internal Rules and Regulations at Daugavpils University's Halls of Residence.
- 5.2. For the period of accommodation, to register and accommodate the **TENANT** according to the established procedure in the premises of the hall of residence providing them with a bed.
- 5.3. To provide the **TENANT** with a bed, to hand over the room and inventory in the order in which they are on the day of the signing of the acceptance certificate, issue the entrance keys.
- 5.4. To allow the **TENANT** to use the room, inventory/equipment and common areas in the premises without hindrance and in accordance with the terms of the Agreement.
- 5.5. To provide the **TENANT** with utilities, the receipt of which is or will depend on the **LESSOR**. The **LESSOR** is not responsible for interruptions in heating, electricity supply, water supply etc., if the provision of interrupted utility services is not under their control.
- 5.6. To accept the inventory and room from the **TENANT** with the acceptance certificate in a timely manner and in accordance with the procedure specified in the Agreement, if the condition of the inventory and the room at the time of handover meets the conditions of the Agreement.
- 5.7. To carry out general inspections of the hall of residence, common areas and preventive maintenance of the equipment in accordance with the rules for the technical operation of the residential building, as well as to check the facilities and the functioning of the devices.
- 5.8. Inspections of **TENANTS'** premises shall be carried out only in the presence of both Parties.
- 5.9. In cases that have occurred without the will of the Parties (accidents that include but are not limited to fire, explosion, flooding), the **LESSOR** has the right to enter the **TENANT's** premises at any time of the day.

## 6. RIGHTS OF THE LESSOR

- 6.1. To collect rent, security deposit and late payment interest in the cases, amounts and terms specified in the Agreement.
- 6.2. To request the **TENANT** to hand over the inventory and key issued in accordance with the procedure provided for in the Agreement upon leaving the hall of residence.
- 6.3. To move the **TENANT**, if required by the **LESSOR**, to other premises in the same or another hall of residence.
- 6.4. Any property left after the termination of the contractual obligations shall be considered as abandoned and the **LESSOR** may dispose of it in a manner acceptable to them, without taking responsibility for damages.
- 6.5. To demand compliance and provision of sanitary and technical requirements from the **TENANT**.
- 6.6. To demand that the **TENANT** stop the stay of illegally accommodated persons in the premises transferred to their use.
- 6.7. To terminate the Agreement if the **TENANT** repeatedly fails to comply with the internal rules and regulations or fails to comply with the Residential Tenancy Law or does not pay the specified payments within the specified terms or has not paid the rent for one month.

## 7. PROCESSING OF TENANT'S PERSONAL DATA

- 7.1. The purpose of personal data processing is the conclusion, enforcement and control of this Agreement. The legal basis for the processing of personal data is the conclusion, execution and control of contractual relations between Daugavpils University and the **TENANT**. Daugavpils University shall process and store personal data for 10 years after the execution of the Agreement.
- 7.2. The **TENANT** has the right to access their personal data, correct them if they are inaccurate, limit the processing of their personal data, delete their personal data. If the **TENANT** believes that Daugavpils University is processing personal data illegally, then the **TENANT** has the right to file a complaint with the State Data Inspectorate of Latvia.

## 8. OTHER PROVISIONS

- 8.1. Issues that are not provided for in this Agreement and the Residential Tenancy Law are addressed in accordance with the applicable laws and other regulations of the Republic of Latvia.
- 8.2. Disputes that have arisen between the Parties are settled by agreement of the Parties. If the Parties have not reached an agreement, the dispute shall be resolved in court in accordance with the applicable laws.
- 8.3. Contractual relations shall be deemed completed when the Parties have fulfilled their mutual obligations and all obligations mentioned in this Agreement have been fully settled between them.
- 8.4. This Agreement is drawn up in two copies, one of which is kept by the **LESSOR** and the other by the **TENANT**.
- 8.5. Addresses of the Parties:

**LESSOR** – legal address: 13 Vienības Street, Daugavpils, LV-5401.

**TENANT:**

- permanent place of residence: \_\_\_\_\_
- bank details and account: \_\_\_\_\_

\_\_\_\_\_

**LESSOR**

**TENANT**

\_\_\_\_\_  
/signature, date/

\_\_\_\_\_  
/signature, date/

The **TENANT** has been introduced to the rules for the use of the living space, electrical safety and fire safety, as well as the actual condition of the room and its equipment, and has been informed that administrative, civil or criminal liability is incurred for non-compliance with these rules.

**TENANT** \_\_\_\_\_  
/signature/

**AMENDMENT**

Daugavpils, \_\_\_\_\_20\_\_

In compliance with Articles 3.1. and 3.7. of this agreement, the Parties agree to extend the term of the agreement from \_\_\_\_\_ to \_\_\_\_\_.

**LESSOR**

**TENANT**

\_\_\_\_\_  
/signature, date/

\_\_\_\_\_  
/signature, date/

**AMENDMENT**

Daugavpils, \_\_\_\_\_20\_\_

In compliance with Articles 3.1. and 3.7. of this agreement, the Parties agree to extend the term of the agreement from \_\_\_\_\_ to \_\_\_\_\_.

**LESSOR**

**TENANT**

\_\_\_\_\_  
/signature, date/

\_\_\_\_\_  
/signature, date/

**AMENDMENT**

Daugavpils, \_\_\_\_\_20\_\_

In compliance with Articles 3.1. and 3.7. of this agreement, the Parties agree to extend the term of the agreement from \_\_\_\_\_ to \_\_\_\_\_.

**LESSOR**

**TENANT**

\_\_\_\_\_  
/signature, date/

\_\_\_\_\_  
/signature, date/

**AMENDMENT**

Daugavpils, \_\_\_\_\_20\_\_

In compliance with Articles 3.1. and 3.7. of this agreement, the Parties agree to extend the term of the agreement from \_\_\_\_\_ to \_\_\_\_\_.

**LESSOR**

**TENANT**

\_\_\_\_\_  
/signature, date/

\_\_\_\_\_  
/signature, date/