



14 Ion I.C. Brătianu Street
Cluj-Napoca, RO-400079
Tel.: 0264-
40.53.00/ext.5415 Fax:
0264-40.53.15
social@ubbcluj.ro

TENANCY AGREEMENT

No. of _____

Art. 1. PARTIES

1.1. **Babeş-Bolyai University**, located in Cluj-Napoca 400084 1 Mihail Kogălniceanu Street, represented by Rector Professor Daniel David, PhD, as **landlord**

and

1.2.1 _____, son/daughter of _____ and of _____, student at the Faculty of _____, year _____, resident in _____, address _____

_____, county/country _____, ID card series _____ no. _____, issued by _____ on (date) _____, National Identification Number _____, phone _____, email _____ as

tenant,

1.2.1. Student accommodation according to subsidy:

- a. Romanian student (undergraduate/master's degree)
- b. Romanian student (undergraduate, master's degree) child of a teacher or auxiliary teacher still in activity or retired from the education system
- c. Romanian student orphaned by one or both parents; student from orphanage or family placement; student who is a CEEPUS scholarship recipient
- d. student of the European Union, the European Economic Area, and the Swiss Confederation
- e. foreign student with scholarship from the Romanian state, foreign student with inter-university or intergovernmental agreements
- f. state funded foreign student, without scholarship; foreign student with inter-university, intergovernmental agreements whom the university has the obligation to accommodate under the same conditions as Romanian students
- g. foreign student of Romanian origin; Romanian citizen student residing abroad
- h. foreign student with inter-university, inter-departments agreements, mobility programmes (Erasmus, Atlantis, Tempus, DAAD, Fullbright etc.)
- i. non-EU foreign student; foreign student studying at their own expense; other forms of academic training; other categories
- j. student with disabilities

Art. 2. PUROPSE OF THE AGREEMENT

2.1. The object of the agreement is the rental, throughout the academic year, of a place in the residence hall _____, located in Cluj-Napoca, address _____ of facilities and amenities, and related shared spaces, as well as of the items listed in the inventory, property of Babeş-Bolyai University, according to the delivery-receipt protocol, signed with the accommodation contract and the other addenda to this agreement. In order to make the accommodation more efficient throughout the academic year, the tenant may be moved to another room of the same residence hall;

 1 Personal data will be filled out with a pen or fountain pen, without modifications, under statutory declaration, and will be verified by the administrator at the time of renting out the room with the related facilities and amenities.

Art. 3. AGREEMENT TERM

3.1. The rental term is from _ to _, according to the structure of the academic year.

Art. 4. AGREEMENT VALUE

4.1. The accommodation/place/month rate is _ lei.

4.2. Rent will be paid monthly in advance, by the first working day of the month for which payment is due. To the extent that within one month, the actual use of the accommodation by the tenant extends over a period of 15 days or less, they will pay 50% of the full accommodation rate for a month, and if the use of the accommodation extends for 15 days or more, the tenant will pay the full accommodation rate for one month.

4.3. In case of overdue payments, the landlord will charge a penalty of 0.05% for each day of delay. After 30 days of overdue rent, the tenant's lease will be forfeited and the student will be evicted from the residence hall and the amounts due will be recovered.

4.4. The landlord does not charge a residence hall reserve fund and internet network maintenance fee.

Art. 5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The landlord has the following rights and

obligations: Rights:

5.1.1. To check how the tenant maintains the rented room, the assets provided and the shared areas of the residence hall.

5.1.2. To reclaim the damage costs as soon as the damage to the room or its contents or missing items is noticed, as well as in the shared areas, by charging a reasonable fee in respect of such damage and/or missing items as well as the installation charge.

5.1.3. To collect the rent on a monthly basis, to issue a residence hall card and to endorse it on a monthly basis, to provide all the documents required to register as a resident with the district police throughout the duration of the agreement.

5.1.4. To demand, through the security officer, the tenant who has visitors to make sure they leave the halls no later than 23:00 hours.

Obligations:

5.1.5. To provide a room with all facilities and assets in accordance with the delivery-receipt protocol, in a condition corresponding to the purpose of use.

5.1.6. To provide normal conditions for living and studying in the space provided.

5.1.7. To permanently ensure the cleanliness of the shared areas in the halls (hallways, offices, reading rooms, stairways, shared bathrooms) and in all residence hall-related areas.

5.1.8. To provide the maintenance and repair work necessary for using the shared areas of the halls.

5.1.9. To provide security service in the halls through the employed security staff, the necessary facilities and amenities in order to comply with the hygienic-sanitary norms and the safety rules for fires.

5.1.10. To provide a weekly change of bed linen.

5.2. The tenant has the following rights and

obligations: Rights:

5.2.1. To check in the room with all facilities and assets in a condition corresponding to the purpose of use, in accordance with the delivery-receipt protocol.

5.2.2. To use the assets and facilities provided by the halls, as well as the electrical and sanitary installations.

5.2.3. To place posters and announcements in specially provided areas (display boards) only after obtaining the approval of the General Administrative Directorate of UBB.

5.2.4. To live in the room they have been allocated by the accommodation services.

5.2.5. To receive visitors during the visiting schedule

Obligations:

5.2.6. To pay the rent in full and on time for the accommodation in the residence halls.

5.2.7. To pay rent throughout the period they participate, through University agreements, in international exchanges and student mobility, if they do not vacate the room.

5.2.8. To properly use the facilities and assets provided, the electrical and sanitary installations provided, and, upon termination of contract, to return them in accordance with the individual and collective delivery-receipt protocol from the date of signing the contract.

5.2.9. To be liable for any damage to the room or its contents or missing items, as well as in the shared areas. Material damage will be covered personally by the persons responsible for causing it.

- 5.2.10. To make no modifications altering the appearance of the room, any installations, or shared areas and to not change their use for other purpose than accommodation.
- 5.2.11. To not use the room, shared areas, or the premises of the student complex for commercial activities.
- 5.2.12. To not sublet the room or alienate the accommodation.
- 5.2.13. To declare any vacancies in the room.
- 5.2.14. To notify the residence hall administration no later than 15 days before their leaving should they give up the accommodation in the residence halls.
- 5.2.15. To comply with the rules for entering the residence halls, the hygienic-sanitary norms, and the fire prevention and protection rules.
- 5.2.16. When using the lift, (where applicable) they have the obligation to strictly observe the instructions of use displayed in the lift cabin.
- 5.2.17. To ensure the room is tidied up and clean, to not throw out the window and to not deposit household waste in the shared areas of the halls; each tenant will take the household waste to the garbage bin provided outside the halls.
- 5.2.18. To not store or hang personal items or food on the window sill or around the window area.
- 5.2.19. To adopt a civilized attire and behaviour, to respect the moral norms and university ethics, to communicate with the halls committee, and to take attitude towards any lack of discipline committed in the residence halls.
- 5.2.20. To keep the peace and public order, to not organize parties, meetings, etc. in the room and in the shared areas of the halls. To not introduce or consume alcoholic beverages, drugs, or psychotropic substances in the perimeter of the student complex or in the halls.
- 5.2.21. To notify the administration and signal in the special purpose register any malfunctions or the need for maintenance, in order to remedy them.
- 5.2.22. Do not use appliances or other electrical heating or cooking appliances (radiators, stoves, grills, etc.) in the living spaces.
- 5.2.23. To not bring or keep animals in the halls.
- 5.2.24. To not gamble in the halls.
- 5.2.25. To present their ID and to allow the access of authorized persons from the University to inspect the halls, in order to ascertain the compliance with the terms of the agreement; of police and security personnel.
- 5.2.26. To comply with the visiting schedule in the halls, no later than 23:00 hours. If the visitor does not leave the dormitory until 23:00 hours, the tenant who received the visitor will be sanctioned according to the Rules for the organization and operation of student halls.
- 5.2.27. To use the key to the room they were given only throughout the term of the tenancy agreement, after which they will return it to the administrator upon leaving the residence hall. If they do not return it, they will pay a fine ranging between 10 lei - 50 lei depending on the type of door. The lock on the room door may be replaced only with the approval of the administrator, who will be handed a key.
- 5.2.28. To comply with the regulation for setting up and operating the communication network (internet, cable TV).
- 5.2.29. To comply with the regulation for setting up and operating the student laundries.
- 5.2.30. To comply with the internal regulations of the residence halls.
- 5.2.31. To comply with the regulatory framework for accommodation and any other applicable legal and internal regulations.

Art. 6. CONTRACTUAL LIABILITY

- 6.1. In the event of non-compliance with the obligations of the contract, the tenant will be sanctioned, commensurate with the gravity of the facts, as follows:
- verbal reprimand;
 - written reprimand;
 - ban from the halls for a period ranging from one semester to one year;
 - permanent eviction and loss of the accommodation right throughout their studies.
- 6.2. The imposition of sanctions provided in the previous point will be established in accordance with the competencies, conditions, and terms provided by art. 44-46 of the Rules for the organisation and operation of student residence halls.
- 6.3. Students who alienate their accommodation or use their own ID card to accommodate other people will be banned from the halls and will automatically lose the accommodation right throughout their studies.

- 6.4. The repairing costs of the damage caused in the residence halls and the inventory listed in the individual and collective delivery-receipt protocol will be covered personally by the persons responsible for causing it, and in case of non-compliance with the obligation to repair the damage, the tenant will be evicted.
- 6.5. The residence hall administrator will keep an accurate record of sanctioned students.
- 6.6. The agreement cannot be used to apply for permanent residence in Cluj-Napoca.

Art. 7. FINAL PROVISIONS

- 7.1. Upon termination of the contractual term, the tenant is required to leave the room and the property in the condition in which it was received, according to the delivery-receipt protocol.
- 7.2. The final year students/expelled students/withdrawing students (undergraduate, master’s and doctoral level) will have all outstanding amounts owed for any charges incurred during their stay in the student residence halls, as well as the equivalent of any damages caused and not paid by them, recorded in the student’s checkout form.
- 7.3. Depending on the evolution of the SARS-CoV-2 virus and any other factual or statutory constraints pertaining to the pandemic, the landlord reserves the right to unilaterally change the object of the lease and may unilaterally terminate the contract.
- 7.4. Throughout the period of restrictions imposed by the COVID-19 pandemic, the object of the lease is _____, the tenant irrevocably agrees that, as soon as the concrete circumstances allow, they will accept the relocation to the assigned residence hall place, respectively _____.
- 7.5. This contract will be carried out in accordance with all measures established at national level by epidemiological regulations during the COVID-19 pandemic. Compliance with these measures will be carried out in accordance with Addendum 4 to this agreement.
- 7.6. The tenancy agreement includes addenda as an integral part of it. The addenda may be supplemented/amended during the term of the lease, depending on changes to the contractual terms.

This agreement was concluded in accordance with and is supplemented with the legal and internal provisions in force, in particular: National education law no. 1/2011, Law no. 287/2009 on the Civil Code, the Regulation on accommodation in student residence halls approved by the Senate of Babeş-Bolyai University, Decision of the Senate of Babeş-Bolyai University regarding lease rates and fees, Ordinance no. 97/2005 regarding the evidence, domicile, residence, and identity documents of Romanian citizens, Law no. 349/2002 for preventing and combating the effects of tobacco consumption, Law 448/2006 on the protection and promotion of the rights of persons with disabilities, Law no. 307/2006 on fire safety.

This agreement was signed on behalf of the owner by the administrator of the residence hall, based on the Rector’s Decision _____ of _____.

Signed in 2 (two) copies, one for each party, today, _____.

LANDLORD,	TENANT,
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