

Housing Regulations

Aalto University Student Union

HOUSING REGULATIONS

Entry into force on 1 February 2020

Chapter I

General provisions

Section 1 Scope of application

In addition to the provisions of the Act on Residential Leases 481/1995 (hereinafter referred to as "AHVL"), these regulations apply to residential properties owned by Aalto University Student Union (hereinafter referred to as "the Student Union") as well as apartments owned and administered by its subsidiaries and associated companies.

Section 2 Administrative bodies

The administrative bodies of rental properties are defined in the administrative regulations for the halls of residence.

Section 3 Housing services

Housing services are responsible for housing-related practicalities. Housing services are headed by the Service Manager.

Chapter II

Housing applications

Section 4 Housing types and housing queues

Housing type refers to shared apartments, studios in shared apartments, studios, two-room apartments, shared two-room apartments, three-room apartments and apartments with more than three rooms.

A housing group collects the housing queues from a certain area and a certain housing type, e.g. shared apartments in Teekkari Village or studios in Etu-Töölö.

Housing groups are formed based on housing types and the location of apartments. Valid housing groups are determined by the Housing Committee.

Section 5 Tenants and the right to apply for housing

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

If the housing services decide to make a certain housing group available for everyone due to the lack of applicants or because of some other reason specified by the housing services, everyone can apply for the apartments in that housing group. However, AYY rents apartments primarily to students, favouring members of the Student Union.

The applicant may apply alone for shared apartments, studios and studios in shared apartments. Friend agreements can be made for two-room apartments, shared two-room apartments, three-room apartments and four-room apartments. Family agreements can be made for the same apartment types as friend agreements, but also for studios and studios in shared apartments. Family agreements are made for apartments that are used as family apartments and have at least one tenant who is a member of the Student Union. Friend agreements are made for apartments where two or more student union members live together without forming a family.

In shared apartments, studios 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 members of the Student Union in apartments covered by a friend agreement. The Housing Committee can make exceptions to the above-mentioned criteria for very important reasons.

Section 6 Housing application

Housing applications are submitted through an electronic application form in a specific web application. The application form corresponds to the current decision of the Finnish Ministry of the Environment on the housing application form or other official instructions where applicable. The necessary attachments should be attached with the electronic application form.

Applications may be submitted for the housing queue throughout the year. The Housing Committee may set a different application period for some housing queues. First-year students can apply for an apartment immediately after accepting their study place at Aalto University. Exchange students can apply for an apartment immediately after proving that they have applied for exchange studies or they are accepted as an exchange student at Aalto University.

All students must pay the membership fee of Aalto University Student Union during the registration period set by Aalto University, or they will be removed from the housing queue after the end of the registration period. Exceptions to this are the statutory cases of non-attendance defined in Section 17, in which case an applicant may continue to queue for an apartment during their non-attendance.

In order to maintain their position in the housing queue, applicants must renew their application every three (3) months. The applicant has the right to leave the queue at any time by cancelling their application or by removing apartments from their application. The applicant

may submit a new application for a new location if they wish to do so, which is placed in the application queue of the location in question, based on the date and scoring of the application. The applicant is obliged to keep the information in their application up-to-date and to notify the housing services immediately of any changes related to the application.

The applicant may apply for apartments in several housing queues at the same time.

The housing applications of applicants are placed in housing queues in the application order, with the exceptions found in the scoring instructions for housing applications.

If the applicant is offered an apartment, their application is removed from all housing groups. After the acceptance, rejection or expiration of a housing offer, the applicant may return their application to three (3) housing groups (chosen freely by the applicant), as long as they inform the housing services within one (1) month. The housing application cannot be returned to the housing group, for which the offer was made.

Chapter III

Selection of tenants

Section 7 Selection criteria

The selection of residents is based on the resident selection criteria defined by the Council of State. The criteria are taken into account in accordance with these regulations.

Section 8 Exceptions to the application process

When establishing the criteria for housing allocation, the Student Union has the right to decide on the exceptions to be made in special cases in the housing application procedure and the allocation order specified by the ARA's resident selection guide.

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

If there are no residents among the Student Union members with the right of residence, the housing services can rent the apartment to any doctoral student or student, favouring members of the Student Union. In these cases, the tenant is granted a three (3) year tenancy period for that apartment.

A resident in a shared apartment has the right to propose a new tenant for a vacated room in a shared apartment from among AYY members with the right of residence. The proposed tenant must already have a primary lease with AYY.

Section 9 Providing information on tenant selection

Housing offers are made in a specific web application and information about the offer is also sent to the applicant via email. The housing offer is valid for four (4) days from its date of

issue. If necessary, the housing services have the right to set a different time limit for accepting a housing offer.

Section 10 Waiting period due to receiving an apartment

When the applicant accepts AYY's apartment offer, they are not offered a new AYY apartment from the same housing group until the tenancy has lasted for at least six (6) months. The waiting period of six (6) months may be waived in the case of a friend swap or the suggestion of a friend to a shared apartment. In addition, when the applicant accepts AYY's apartment offer, they are not offered any new AYY's apartments before the tenancy has lasted for at least two (2) months.

The Housing Committee can make exceptions to the waiting period for important reasons.

Chapter IV

General provisions concerning tenancy

Section II Right of residence

The right of residence in apartments directly or indirectly owned and/or administered by the Student Union (hereinafter referred to as "student union apartment" and "apartment") applies to the student union members with a need for housing, with the exceptions mentioned in section 5. The right of residence requires studying and is therefore temporary in nature. If housing is subject to property or other conditions required by applicable law or similar regulations, the right of residence is subject to the fulfilment of these conditions. The right of residence is determined based on the information and attachments provided in the application form, any requests for further clarification, as well as the accumulation of credits.

The right of residence in a student union apartment must not exceed five (5) years for Aalto University's bachelor's and master's degree programmes. The right of residence must not exceed two (2) years for students accepted only for a master's degree programme, including the notice period in accordance with AHVL. Applicants with a child or children may be granted additional two (2) years of the right of residence. The right of residence for open call apartments may be granted for three (3) years at the time the lease begins. If the applicant is a member of AYY with the right of residence for a longer period, the longer right of residence period will apply.

The right of residence for Aalto University degree students studying outside the Helsinki metropolitan area is calculated in the same way as the right of residence for students undertaking their bachelor's and master's degree or only the master's degree in the Helsinki metropolitan area.

When a member of the Student Union graduates from a master's degree programme or discontinues one's full-time studies in a bachelor's or master's programme, the right of

residence is terminated, regardless of how long the person has lived in the student union housing.

Doctoral students do not have the right of residence for AYY apartments. However, if a member of the Student Union after graduation is admitted to undertake a licentiate or doctoral degree at Aalto University and is a member of the Student Union when undertaking the licentiate or doctoral degree, their right of residence may be extended by a decision of the Housing Committee until the original right of residence period has expired.

The right of residence period is calculated from the beginning of the academic term when the student union member starts his / her studies at Aalto University for the first time. The right of residence decreases regardless of whether or not one lives in a student union apartment. The right of residence ends after the fifth study year for students accepted to study in Aalto University's bachelor's and master's degree programmes, and after the second study year for students admitted to study in a master's degree programme only.

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

At the request of a member of the Student Union Board, the right of residence may be extended for a maximum of one (1) year for each term of office in the Student Union Board. If a person still has the right of residence, the valid right of residence is extended by one year. If a person no longer has the right of residence when they begin their term of office in the Student Union Board, he or she will receive a year of additional right of residence starting from January when they start their term of office in the Student Union Board.

Upon request, a tenant may be granted a maximum extension of one (1) year by a decision of the Housing Committee due to an illness that has clearly slowed down their studies (medical certificate to be provided) or for other very important reasons. The decision to grant extra time on health grounds can also be made by the housing services if the applicant has submitted a relevant medical certificate that clearly shows how their state of health has impaired the progress of their studies. For reasons of health, the right of residence may be extended even in cases where the person's initial right of residence has already expired.

Section 12 Suspension of the right of residence for a specified period

The right of residence may be suspended for a specified period if caused by:

- Military service or voluntary military service
- Maternity, paternity or parental leave
- Studies abroad included in the Aalto University degree or JOO studies outside the neighbouring municipalities
 - Neighbouring municipalities include Helsinki, Espoo, Vantaa, Kauniainen.
- Internships abroad included in the Aalto University degree or internships outside the neighbouring municipalities

- Neighbouring municipalities include Helsinki, Espoo, Vantaa, Kauniainen.
- Other grounds approved by the Housing Committee.

The suspension of the right of residence for a fixed period does not require residence in a student union apartment. If a student resides in a student union apartment, the suspension of the right of residence requires that the apartment is given up for a fixed term, unless the household living in the apartment includes children or if the apartment is subleased to a student union member during the suspension of the right of residence.

The suspension of the right of residence must be reported. Upon request, a student must provide a written explanation of the reasons for the suspension to the housing services no later than one (1) full calendar month prior to the suspension. At the same time, they must agree on practical arrangements with the housing services.

The duration of the right of residence is always calculated in whole calendar months. Students have one month of flexibility when suspending the right of residence before and after their studies or internship abroad or outside the neighbouring municipalities. This means that a person may leave one month before the start of their studies or internship abroad or outside the neighbouring municipalities if the smooth start of studies or internship so requires, and reserve one month for their return after the completion of their studies or internship.

When returning from military service, voluntary military service or studies or internship abroad, the person must inform the housing services of the exact date of return to the apartment no later than one (1) full calendar month prior to return. If a person has lived in a student union apartment before departure, the housing services try to arrange an apartment for the person from the same housing queue from which the person left. A resident who has moved out of an apartment larger than two rooms are to be placed in an apartment with at least two rooms. If a resident has moved out from an apartment with two rooms or more and applies for housing alone when returning, the person can also be placed in a shared apartment.

The reduction of one's right of residence may also be suspended on very strong grounds by the decision of the Housing Committee. If necessary, the Housing Committee may also grant the suspension of the right of residence retrospectively. If the person has not been able to live independently because of health reasons and thus has not been able to take advantage of AYY's housing services, housing may be suspended by a decision of the Housing Committee on the basis of a medical certificate. The medical certificate must indicate the period during which independent living has not been possible. If the person has been a tenant of AYY during that period, housing may be suspended for a fixed term, concerning the periods longer than one calendar month during which independent living has not been possible.

Section 13 Secondary leasing of an apartment

Provided that rental conditions and costs are in accordance with a tenant's own rental agreement, being responsible for those by himself / herself, a tenant may secondary lease one's apartment for a fixed period on the following conditions:

- for a person of their choice for a maximum of four (4) months between 1 Apr–30 Sept
- for a person of their choice for a maximum period of twelve (12) months if the tenant provides the housing services with the certificate of studies or internship included in the Aalto University degree abroad or outside the neighbouring municipalities as defined in section 12, or proof of undertaking military service or voluntary military service. If the main tenant leases the apartment to an AYY member, the main tenant's right of residence is not reduced during the secondary lease.
- in exceptional cases, to a student union member once for a period of more than one year while residing abroad by a decision of the Housing Committee and after submitting valid reasons for this.

The housing services must be notified about the secondary lease in writing no later than one (1) full calendar month prior to the start of the secondary lease. The main tenant must submit a copy of the secondary lease agreement to the housing services before the start of the secondary lease. After the secondary lease ends, the main tenant recovers their tenancy to the same apartment, and they may apply for compensation for their right of residence for the duration of the secondary lease if the apartment has been leased to an AYY member due to military service or studies or internship abroad or outside the neighbouring municipalities.

Leasing an apartment in other than the above-mentioned situations and in other ways than the above-mentioned procedure will result into the termination of the lease.

The subletting of an apartment is permitted in accordance with AHVL.

Section 14 Rental agreement

The terms and conditions of the lease are recorded in detail in a written rental agreement. The rental agreement is drafted either as an open-ended or fixed-term agreement on a form approved by the Student Union, available in the electronic web application. In apartments with more than one tenant, both spouses or partners, or several tenants, must all sign the agreement and be jointly responsible for the rent.

Section 15 Deposit

For each rental agreement, a deposit must be paid to the Student Union (or to one of its subsidiaries or associated companies), the amount of which is confirmed annually by the Housing Committee. When moving to an apartment, the tenant is responsible for checking the condition of the apartment and the movable property and to report any defects or deficiencies as instructed by the housing services. Failure to comply with the notification obligation will result in a penalty fee, which is decided annually by the Housing Committee. When the tenant moves out, the deposit will only be refunded once the condition of the apartment and movable property has been checked and found to be satisfactory. The refund of the deposit also requires that the tenant does not have any unpaid rents or other charges. The landlord may use the deposit to set off his receivables from the tenant without consulting

the tenant. The landlord may also use the deposit to compensate for costs caused by the tenant losing or not returning the keys and the costs for rekeying the lock.

Section 16 Termination of tenancy in exceptional circumstances

When duly justified by the needs of the Student Union, a rental agreement may be terminated, in which case a new rental agreement for another apartment is signed with the tenant. By a decision of the Student Union's Representative Council, residents may also be temporarily required to move out of their apartments if the Student Union needs the apartments for public good between 1 May–31 Aug. The tenant has the right to return to their original apartment after the apartment is no longer used for temporary public good, and the Student Union must compensate the tenant for the trouble of giving up the apartment by compensating for their right of residence, for example.

In these cases, notice periods in accordance with the AHVL must be considered.

Section 17 Reviewing the right of residence

The housing services have the right to verify that the conditions for a tenant's right of residence are met. Students are also required to inform the housing services immediately of any changes affecting their right of residence, such as registering for non-attendance or interruption of their studies. Upon request of the housing services, a student also needs to provide the housing services with information on matters affecting their right of residence in order to review their right of residence.

In connection with the review of the right of residence, the Housing Committee or the housing services may terminate the rental agreement after the period of notice determined by AHVL if:

- tenant has completed or discontinued his / her studies at Aalto University;
- tenant is no longer a member of the Student Union;
- deadlines referred to in section 11 of these regulations are met;
- tenant has not completed eighteen (18) credits at Aalto University in the previous academic year as a resident of a student union apartment;
- tenant does not provide the housing services with the information necessary to review the right of residence.

A tenant who has not paid the membership fee may exceptionally live in an AYY apartment if the tenant has registered for non-attendance because of legal reasons. Legal reasons for non-attendance include completing compulsory or voluntary military service as well as the maternity, paternity or parental leave.

If a person living in a student union apartment has not completed eighteen (18) credits at Aalto University in the previous academic year but can present valid reasons for the delay of studies, the person may apply to the Housing Committee for the retention of the right of residence.

Acceptable reasons include:

- illness proved to delay studies
- legal reasons previously defined in this section;
- other reasons deemed sufficient by the Housing Committee.

Section 18 Postponement of moving date

If a tenant is given a notice to move out of the apartment on a certain date, the tenant may apply to the Housing Committee to postpone the date of removal. The reason for this postponement must be that the tenant has to rent a new apartment for an unreasonably short period of time due to relocation or completion of their own home, for example, or the tenant can present other very significant reasons to postpone moving. The date of removal may be postponed by a maximum of one (1) year.

Section 19 Termination of a rental agreement

The rental agreement may be terminated by any party as provided in AHVL. If the Student Union has terminated the tenant's rental agreement due to the termination of the right of residence, the tenant may appeal to the housing services in writing within thirty (30) days of the notice of termination if the reasons for the suspension of the right of residence specified in section 12 have not been taken into account.

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 lessor, has the right to terminate a rental agreement on the grounds and procedures provided in AHVL. In addition, a rental agreement may be terminated if a tenant has provided false or misleading information or concealed factual information in the housing application or when reviewing the right of residence. The rental agreement may also be terminated if the apartment or part of the apartment is secondary leased or otherwise given to a third party in violation of these regulations.

If the Student Union terminates a tenant's rental agreement for the reasons specified in section 8 of AHVL, the tenant loses their right of residence for a fixed period of time as specified in section 11 of AYY's Housing Regulations. This fixed period of time is 6-18 months. The duration of the loss of the right of residence is decided by the Housing Committee.

If a tenant has lost the right of residence because of paragraphs 1-5 in section 17 of AYY's Housing Regulations, a tenant's right of residence is returned when the reason for the right of residence is no longer valid and the tenant has delivered an application to the housing services.

Section 21 Written warning

Prior to the termination of a rental agreement, the housing services or the Housing Committee must provide a tenant with a written warning as provided in AHVL, including a specific statement of the reason for termination. However, if a tenant corrects his or her misconduct without delay, the agreement cannot be terminated.

Section 22 Termination of family and friend agreements

In family and friend agreements, the use of an apartment as a family or friend apartment is a prerequisite for tenancy. When one tenant or several tenants decide to leave the family or friend apartment and this leads to a situation where there are no tenants with the right of residence, the Student Union may terminate the family or friend agreement in accordance with the notice periods defined in AHVL.

When a family or friend agreement is terminated, tenants are not directly transferred to shared apartments/studios in shared apartments/studios, but they must apply for housing by queuing in accordance with standard application procedures.

If AYY's tenant with the right of residence wishes to continue living in the same apartment after the termination of the tenancy, the tenant has the opportunity to sign a new family or friend agreement for the apartment in question with a new tenant. However, this requires that the tenancy has continued uninterrupted for at least two (2) months. A new tenant moving to the apartment must already have a primary lease with AYY.

Section 23 Terms of use for information network

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

Chapter V

Specific provisions

Section 24 Members of the AYY Board and AYY's employees

As far as possible, members of the AYY Board are offered housing that supports the performance of their duties in terms of location or the housing type, for example. After the term of office, a member of the Board will be offered the opportunity to return to an apartment in the housing group from which he or she left if the person lived in AYY's housing before the term of office.

AYY's employees are provided with housing that meets their needs when possible.

Section 25 Deviation from housing regulation decrees

The Student Union Board has the right to deviate temporarily from the decrees of these regulations for a particularly important reason.

Section 26 Data protection

Applications for rental housing are treated as confidential because they include confidential economic and social information of the applicants. The Student Union must file applications and their attachments in an appropriate manner, subject to the obligation of professional secrecy. As a 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, upon request, to inspect the documents concerning the use of rental buildings and their tenant selection subject to their supervisory obligation.

Section 27 Scoring instructions

[Housing scoring instructions](#) are attached with 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 a two-thirds majority of the votes of the Representative Council.

This regulation was approved at the Representative Council meeting 10/2019 (11.12.2019) and will enter into force on 1.2.2020.

Lisäykset asuntojen pisteytysohjeeseen

Returning resident (+7 scores)

If you have terminated your rental agreement for the period of exchange studies, JOO studies, internship, conscription or military service, AYY will aim at providing you with an apartment when you return to study. Our purpose is to offer you an apartment which is as similar as possible to your previous one. This is not always possible if apartments in a similar housing group are not vacated when you return. You may then be offered a similar apartment from another housing group. The aim is to offer at least two-room apartments to residents who have moved out from apartments larger than two-room apartments. If a person who has left a two-room apartment or larger applies for an apartment alone when returning, the person may also be placed in a shared apartment.

You will most likely get the apartment you want when you report your return in time. Please apply for housing at least two months prior to your return and submit an attachment or e-mail saying that you will return to study, and you will then receive the additional scores of a returning resident for your application. Please set the moving date for the month from which you need housing again.

Friend swap (+10 scores)

When a family or friend agreement is terminated, residents are not transferred directly to shared apartments/studios in shared apartments/studios, but residents apply for housing in accordance with standard application procedures if they wish to do so.

If AYY's tenant with the right of residence wishes to continue living in the same apartment after the termination of the tenancy, the person can make a new family or friend agreement with a new tenant for that apartment. However, the condition is that the tenancy has continued uninterrupted for at least two (2) months. A new tenant moving to an apartment must already have a primary lease with AYY.

Proposing a friend to a shared apartment (+6 scores)

A person living in a shared apartment has the right to propose a new tenant from among AYY's members with the right of residence for a room to be vacated in a shared apartment. The proposed tenant must already have a primary lease with AYY.

