



HOUSING REGULATIONS

Chapter I General provisions

Section I Scope of application

In addition to the provisions of the Act on Residential Leases (at the time of approval 481/1995) (hereinafter referred to as “AHVL”), the Act on Joint Management of Rental Buildings (at the time of approval 649/1990) (hereinafter referred to as the Act on Joint Management) and other acts, these regulations apply to residential properties owned by Aalto University Student Union (hereinafter referred to as “the student union”) and in residential properties owned and managed by its subsidiaries and associates. AYY also adheres to fair rental practices.

In addition, the rental activities of student housing are guided by official guidelines, particularly from the Housing Finance and Development Centre (hereinafter ARA) and the cities of Espoo and Helsinki, other valid legislation affecting rental activities and AYY’s other documents guiding the activities in force at any given time.

Practices concerning housing provided by the employer are stated separately in the staff guidelines.

The head of AYY student housing rental is primarily responsible for the interpretation related to the housing regulations. The practical affairs of residential sites are managed by the entire staff of housing operations under the direction of their superiors. In unclear situations, these persons in charge have the right to exercise discretion when interpreting the regulations within the framework of legislation and official guidelines. The duties of rental activities as defined in these regulations are carried out by the supervisor responsible for rental activities and the employees under one’s authority.

Chapter II

Right of residence and applying for housing

Section 2 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 (hereinafter “member”) who study full-time. In student union housing, at least one resident must have the right of residence, with the exceptions specified in the regulations. Housing operations can also make exceptions for other weighty reasons. If housing is subject to wealth or other conditions required by current legislation or similar provisions, the right of residence is subject to the fulfilment of these conditions. The right of residence is determined on the basis of the information and attachments provided by the applicant on the application form, as well as any further clarification.

Due to the temporary nature of studies and the limited availability of housing, the right of residence is granted for a limited period (hereinafter “the right of residence period”). The right of residence period in AYY housing is the normative duration of studies for the Aalto University degree, including the notice period in accordance with the AHVL. If a member is pursuing bachelor’s and master’s degree, the right of residence period is granted for the entire normative duration of bachelor’s and master’s studies. Doctoral students are not automatically granted the right of residence. Applicants with a child or children may be granted an additional one year of right of residence period.

The right of residence period is calculated from the beginning of the academic term when the member starts one’s studies at Aalto University for the first time. Additional right of residence period for the following degrees is granted only if the newer degree is more extensive than the previous one, and even then, only by the difference between the normative duration of the degrees. The right of residence period runs regardless of whether the member resides in AYY’s apartment or not.

The right of residence period ends, even if the period has not expired when a member graduates or finishes full-time studies at Aalto University. If the member returns to study full-time at Aalto University after the end of studies, one’s right of residence may be restored so that the right of residence period has run between studies and the right of residence continues until the original right of residence has been used. The right of residence can also be restored for doctoral students who continue at Aalto after their bachelor’s and master’s degree. When defining the right of residence, studies completed at universities prior to Aalto University are not taken into account.

The duration of the right of residence is defined in entire calendar months and the consumption is rounded down to the nearest calendar month. Only the entire months that have passed are counted.

New or continuing students may move into an apartment no earlier than two months before their studies begin.

For students studying for Aalto University degree outside the metropolitan area in Finland, the right of residence is consumed in the same way as for those who study in the metropolitan area, excluding the exceptions mentioned in the regulations for those who pursue JOO studies.

However, a member who has previously obtained a degree from Aalto University outside the metropolitan area in Finland and has not lived in housing provided by Aalto University Student Union may apply to extend their right of residence if the conditions are fulfilled. In this case, one's right of residence is extended on the basis of the application from the beginning of the academic term during which the member starts one's studies at the Aalto University campus in the metropolitan area for the first time. On this basis, the total period of residence may be extended to a maximum of the normative duration of the degree or part of the degree one has started at Aalto University in the metropolitan area.

If a member with no right of residence left is selected as a tenant, the person may be granted a maximum of two years of the right of residence for the apartment in question. When deciding on the duration of the right of residence period, the demand for the apartment among the members should be considered. The right of residence is limited to the specific apartment, and no compensation or extensions can be applied for the right of residence period in question in accordance with section 3.

Section 3 Exceptions to the consumption of the right of residence period

The right of residence is not consumed if the person does not live in student union housing 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.

The consumption of the right of residence period may also be suspended for a fixed period in exceptional situations referred to in this chapter.

The consumption of the right of residence period may be suspended if the member is:

- Performing conscription or voluntary military service
- On pregnancy, special pregnancy or parental leave
- Undertaking studies related to Aalto University degree abroad or JOO studies outside the metropolitan area
- Undertakes an internship included in Aalto University degree outside the metropolitan area

In the above-mentioned cases, the suspension of the right of residence period requires that the member is not a tenant of AYY, except when the household living in the apartment includes children or when the member is carrying out conscription or voluntary military service in the middle of studies or when the apartment is assigned temporarily to another member of the student union for the duration of the suspension of the right of residence.

When suspending the right of residence, there is one month of flexibility before and after studies or internships conducted abroad or outside the metropolitan area previously mentioned in this section. This means that a person can leave one month before the start of their studies or internship abroad or move outside the metropolitan area if required for a seamless start of studies or internship. A person may also reserve one month for coming back at the end of their studies or internship.

If studies have been clearly slowed down by illness (proven with a medical certificate) or other highly weighty reason, the consumption of the right of residence period may be compensated for up to one year. The medical certificate must clearly confirm that the member has not been able to progress in their studies, also indicating the time when the person has not been able to study. On the basis of these health reasons, additional right of residence may also be granted in situations where the person's original right of residence period has already expired.

Suspension of the right of residence period can also be applied for from housing operations if the person has not been able to live independently for health reasons. The applicant must submit a medical certificate attached to the application, confirming the incapability for independent housing, as well as the period when it has not been possible. The suspension of the right of residence period applies only to periods longer than one calendar month when independent living has not been possible

In addition, housing operations may compensate for the consumption of the right of residence if there are very weighty reasons or proven reasons clearly comparable with other reasons.

Section 4 Review of the right of residence

Housing operations have the right to review that conditions for a tenant's right of residence are met. Students are also required to inform the housing operations immediately of any changes affecting their right of residence, such as registering for non-attendance or losing the right to study. If requested, a student must provide housing operations with information on matters affecting their right of residence in order to review their right of residence.

In connection with the review, the right of residence and the rental agreement may be terminated in accordance with section 14, in particular if:

1. The tenant has graduated, waived one's right to study at Aalto University or otherwise lost the right to study
2. The tenant is no longer a member of the student union
3. The period of right of residence as defined in section 2 has elapsed
4. The tenant has not completed an average of eighteen credits at Aalto University per academic year while living in AYY's apartment
5. In connection with the review of the right of residence, the tenant does not provide the housing operations with the necessary information to verify the right to housing, such as a certificate of student status

If a member has lost one's right of residence for the reasons set out in this chapter, they may apply for the restoring of the right of residence from housing operations when the reason which led to the loss of the right of residence is no longer valid. However, the right of residence period keeps running between the losing and restoring of the right of residence.

A tenant may exceptionally continue to live in a student union apartment without paying the membership fee if the tenant has registered for non-attendance for reasons under section 4l, subsection 3 of the Universities Act, such as the performance of conscription or voluntary military service, or taking pregnancy, special pregnancy or parental leave.

If the person living in student union housing has not completed an average of eighteen credits at Aalto University per academic year but can present legitimate reasons for the delay of studies, the person may submit an application for housing operations to preserve the right of residence. Acceptable reasons include:

- illness proved to delay studies
- statutory reasons for absence from studies
- other reasons considered adequate by the head of rental operations

Section 5 Housing groups

Housing groups are formed on the basis of housing types and the location of housing, taking into account possible shared facilities with joint liability and other special features. Valid housing groups are determined by housing operations. Housing groups can include, for example, shared apartments in Teekkari Village or studios in Jätkäsaari.

Section 6 Applying for housing

Members have the right to apply for AYY housing and to have access to housing in accordance with the criteria laid down by the law and confirmed by the representative council as provided in these regulations. The supervisor responsible for the rental of AYY housing may define apartments for which application is limited only to members with the right of residence due to high demand, for example.

All single applicants and at least one applicant on a joint application must pay the membership fee of Aalto University Student Union during the enrollment period specified by Aalto University, otherwise they may be removed from the queues after the end of the enrollment period. The exception is statutory absences as defined in section 3, whereby it is possible to keep the application valid during the absence. However, the queuing time does not increase during the absence.

The applicant may apply alone for shared apartments, studios in shared apartments, studios, two-room apartments with shared facilities, two-room apartments and other individually defined small apartments suitable for one person. When applying for larger apartments, the application must include several applicants. Shared apartments can only

be applied for by one person. Housing operations may deviate from the above criteria for weighty reasons.

There is an ongoing application for housing. However, the head of rental operations may assign an exceptional application period to some apartments. First-year degree students can apply for housing as soon as they have accepted a place of study at Aalto University in a binding manner.

Exchange students can apply for housing as soon as they can prove that they have applied for exchange studies at Aalto University or that they are accepted as an exchange student at Aalto University.

If there is no demand among members for some apartments, the head of rental operations agrees on measures for these apartments in cooperation with AYY's real estate and finance sectors. At the same time, a decision can be made to make some apartments available more extensively, in which case the apartments in that housing group can be applied for by other specified groups and/or persons. Apartments can be set for a more extensive application for other exceptional reasons as well. In a more extensive application, exceptions to the student union's normal housing application and selection process may be determined within legislation and official guidelines. The student union provides these apartments primarily for students, favoring the members.

Section 7 Housing application

Housing applications are submitted in a specific web application. The application form corresponds to the current decision of the Ministry of the Environment regarding the application form for state-subsidized apartments or similar official instructions.

In principle, the persons on application must be members of AYY. The exception to this are close relatives automatically defined to the same household by Kela, such as spouses, children or parents. Housing operations may also make exceptions for other weighty reasons.

The application must be renewed every three months. If they wish, the applicant may submit a new application for apartments one has not applied for previously, which is processed separately from the previous application.

Chapter III Resident selection

Section 8 Selection criteria and principles

In its selection of residents, AYY follows laws and regulations regarding state-subsidized housing and the guidelines of the Ministry of Environment and the Housing Finance and Development Centre of Finland (ARA). The cities of Helsinki and Espoo control the selection of residents of ARA rental housing located in their cities.

In the selection of residents, the student union prioritizes degree students and members with the right of residence. When two-room apartments (including two-room apartments with shared facilities) are offered, applications with more than one applicant are

prioritized. If there are no applicants to be prioritized in the above manner, housing may be offered to another member as long as they meet the resident selection criteria.

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. The proposed tenant is prioritized in the selection of residents if the new occupant's former apartment is released to be offered to another AYY member.

In suitable locations, the student union may prioritize first-year students, exchange students and students with children if applicants were otherwise even. With regard to applications with several persons, applications where all applicants are members of AYY with right of residence are prioritized if applicants were otherwise even.

Section 9 Selection procedure for returning tenants

If a member has moved out of the apartment due to conscription, voluntary military service, studies or internship elsewhere, they may apply for prioritization to a new apartment when they return. Housing operations must be notified of the exact time of moving back at least three months prior to return.

If a member has lived in student union housing before leaving, the student union aims to arrange an apartment in the same housing group from which the tenant left. The aim is to place residents who have left apartments larger than two rooms to apartments with at least two rooms. If a tenant who left a two-room apartment or larger applies for an apartment alone when returning, the tenant may also be placed in a shared apartment.

Section 10 Resident selection appendix

The selection of residents is specified in more detail in the resident selection appendix of the regulations. Applicants' housing applications are arranged primarily according to the appendix. If applicants are even according to the appendix, applications are arranged in the order of application. The appendix is based on the resident selection guides of ARA and metropolitan cities, as well as the housing regulations. However, this appendix is ultimately indicative, as housing operations are obliged to implement a means test in the selection of residents.

Section 11 Housing offer

A housing offer is provided in a separately announced manner. If the applicant is offered an apartment, their application is removed from all housing groups. Upon acceptance, rejection or expiration of a housing offer, the applicant may restore their application to three optional housing groups, as long as they notify about it within one month. The housing application cannot be restored to the housing group that the offer applied to.

When an applicant accepts AYY housing, they will not be offered a new AYY apartment until the tenancy has lasted at least six months. The six-month waiting period may be deviated in the case of a friend swap, proposing a friend to a shared apartment or some other good reason, for example, if there are no other applicants for the apartment being offered or if the original apartment is clearly no longer suitable for the resident's needs.

Chapter IV General provisions concerning tenancy

Section 12 Rental agreement

The terms of the lease are recorded in detail in a written rental agreement, which is drafted either as an open-ended or fixed-term agreement. When several tenants are selected for an apartment, a jointly liable agreement is prepared for them (the terms “friends’ agreement” or “family agreement” are also used).

Section 13 Temporary assignment and secondary leasing of an apartment

The apartment may be temporarily assigned for the use of other person for reasons laid down in section 18 of the AHVL. If the assignment period lasts more than 12 months, the apartment must be assigned to a member of AYY with the right of residence for the entire period.

A tenant may secondary lease one’s apartment to a person of their choice for up to four months during the term from 1 April to 30 September. The tenant must apply to housing operations for permission to secondary lease the apartment and provide a copy of the secondary lease no later than one full calendar month prior to the beginning of the secondary leasing period. Secondary leasing must be subject to rental terms and charges that are in line with the main lease. Housing operations have the right not to grant a permission if there is a justifiable reason for doing so. Throughout the secondary leasing period, the tenant is responsible for rent payments and the fulfillment of rental terms.

Section 14 Termination of a rental agreement

The rental agreement may be terminated by any party as provided in AHVL. AYY terminates the lease for the expiration date of the right of residence, taking into account the notice periods in accordance with the AHVL. If AYY has terminated a resident’s tenancy due to the termination of the right of residence, the tenant may appeal in writing within thirty (30) days of the notice of termination if the reasons for the extension of the right of residence specified in section 3 or reasons for preserving the right of residence specified in section 4 have not been taken into account.

Section 15 Termination of a jointly liable lease

Termination of a jointly liable lease requires the consent of all parties. If some of the residents wish to continue living in that apartment under the conditions set out in this section, they must inform the housing operations. If there is no resident with the right of residence who continues to live in the apartment, the remaining residents may live in the apartment for the duration of the lessor’s notice period in accordance with the AHVL.

If only one person, who is a member of AYY with the right of residence, stays in a two-room apartment, two-room apartment with shared facilities or a larger apartment, the person may stay in the apartment for a reasonable period, but no more than for the remaining right of residence period. In addition, the apartment cannot be unreasonably large in relation to the general living space of student union residents. When calculating the reasonable time, the demand for housing among the members and the current

resident's possibility to find the next apartment should be considered. The remaining resident takes responsibility for the entire apartment and the rent of the entire apartment. AYY may verify that the resident is able to bear the new total.

If AYY's tenant with the right of residence wishes to continue living in the same apartment for longer than the specific reasonable period, the tenant has the option of signing a new lease with a new member with the right of residence for the apartment in question. The tenant must contact housing operations for practical implementation. The new tenant must meet the resident selection criteria. However, a prerequisite is that the current resident's tenancy has continued uninterrupted for at least two (2) months.

A member may also apply for a transfer to another AYY apartment before the termination of a jointly liable lease, in which case housing operations provide one alternative apartment. In this case, the member cannot choose the location or type of the apartment without a good reason.

Section 16 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 housing operations to postpone the date of removal. A postponement may be applied if the tenant is otherwise proven to acquire a new apartment for an unreasonably short period due to relocation or the completion of their own home, for example, or if the tenant is able to present other very weighty reasons for postponing the date of the move. The date of moving may be postponed for up to one year. If the postponement of the date of the move is more than 3 months, there must be very weighty reasons for the postponement.

Section 17 Annulment of a rental agreement

The head of rental operations has the right to terminate tenancy on the grounds provided in AHVL. If the student union terminates a resident's lease, the resident loses one's right of residence. The right of residence may be returned to the member by the decision of the head of rental operations if the person has fulfilled one's obligations arising from one's negligence and one's actions have changed so that the person is eligible for tenancy.

Chapter V Residents' democracy

Section 18 Principles of residents' democracy and the implementation of residents' democracy at AYY

Joint management in AYY-owned properties is based on the valid Act on Joint Management of Rental Buildings, the purpose of which is to give residents decision-making power and the opportunity to influence matters affecting their housing, as well as to increase the comfort of living and promote the maintenance and management of rental buildings.

The act and the provisions of this chapter also apply in practice to student union apartments that are not subject to ARA's residents' democracy regulations.

The practical matters of residents' democracy are managed by housing operations, which control the use of appropriations for residential activities and the promotion of comfort of common facilities. Housing operations must appoint a contact person for resident democracy matters in accordance with law.

Section 19 Residents' meetings

By default, each rent determination unit (hereinafter unit) has its own residents' meeting. The ordinary residents' meeting is held annually at the end of the year. Housing operations must be ready to provide the necessary material for ordinary residents' meetings by November. The convening of the residents' meeting is defined by the Act on Joint Management. In addition to reasons specified by law, an extraordinary residents' meeting must be convened if required by a castle warden or the residents' committee for the matter they have issued. The meeting must be held within one month of the date when the meeting has been called for.

The invitation to the residents' meeting must be delivered to each tenant of the residential property in question as prescribed by the Act on Joint Management and at the same time to housing operations.

At the residents' meeting, all persons defined by the Act on Joint Management are eligible to vote and stand for election.

In accordance with the Act on Joint Management, a residents' meeting may elect a residents' committee and a chair from among the residents of the unit. Alternatively, a residents' meeting may decide to elect only a trustee. The chair of a residents' committee or a trustee function as a castle warden of the unit. It is the responsibility of the student union to ensure that all matters of the ordinary residents' meeting defined by law are addressed in each unit.

According to the Act on Joint Management, in the absence of a residents' committee or a trustee, participation rights defined to a residents' committee by law apply to residents' meetings. In addition, the residents' meeting may address other matters related to residents' wishes.

Section 20 Residents' committee

The residents' committee or a trustee elected by the residents' meeting conducts the tasks assigned by the residents' meeting, as well as statutory duties defined by the Act on Joint Management. In addition to these duties, it is advisable for the residents' committee to promote the residents' comfort of living and the development of facilities and services in residential properties by guiding new residents and organizing joint events for residents.

The residents' committee may organize itself before the beginning of its term. At the first meeting, the residents' committee elects a vice chair and secretary from among its members.

The residents' committee is convened by the chair of the residents' committee, or when prevented, by the vice chair. The residents' committee convenes at least twice during a calendar year or if at least two members of the residents' committee so require. A meeting invitation must be delivered to each member of the residents' committee and housing operations at least four working days prior to the meeting in a manner agreed on by the parties. In addition, the meeting invitation must be delivered to the residents of the unit in a manner decided by the residents' meeting, in compliance with the Act on Joint Management.

Unless otherwise decided on a quorum at the residents' meeting, the meeting of the residents' committee has a quorum when convened in accordance with the bylaws and when at least half of its members, including the chair or vice chair, are present.

The secretary of the residents' committee takes the minutes of the meeting. The minutes must be available to residents as specified by the residents' meeting and submitted to housing operations which will hand them over for reading on request.

Every resident of the rent determination unit, members of the finance board, board members and employees of the student union and persons assigned separately by the AYY Board have the right to attend the meeting of the residents' committee.

Section 21 Castle wardens

A castle warden is a name for the chair of the residents' committee or a trustee elected by the residents' meeting in accordance with the Act on Joint Management if the chair refuses or the residents' committee is not elected.

In addition to the duties of the chair of the residents' committee or the trustee, castle wardens have non-statutory duties assigned by the student union, for which they may receive compensation. The duties include monitoring the condition of the building and compliance with the rules of order, as well as informing the housing operations of shortcomings. These duties are defined in more detail in the guidelines for castle wardens.

If a castle warden moves out of a rent determination unit or is otherwise permanently prevented, the chair or the vice chair of the residents' committee may serve as the castle warden. If there is no vice chair of the residents' committee, the residents' meeting will elect a new castle warden.

Section 22 Housing cooperation body

The housing cooperation body is formed by representatives of residents from different units. A maximum of ten ordinary representatives may be elected to the housing cooperation body. Vice members may also be elected to the cooperation body who may attend the meeting of the cooperation body when an ordinary member is prevented.

The role of the housing cooperation body is to address housing democracy matters related to the rental housing stock of the student union as determined by the Act on Joint Management. In addition, the housing cooperation body may annually comment on

the guidelines of castle wardens and has the right to comment on amendments to housing regulations.

The housing cooperation body must also address matters within its duties which the student union's representative council, board or finance board, a residents' meeting or fifteen persons entitled to vote in residents' meetings deem necessary to bring to the notice of the cooperation body.

The term of the housing cooperation body is a calendar year.

The housing cooperation body is convened by the chairperson of the housing cooperation body or, if prevented, by the vice chair. The housing cooperation body convenes at least twice a year or if at least five members of the housing cooperation body so require. The meeting must be convened within 30 days of the date of the request. The meeting invitation must be issued to each member of the housing cooperation body and to housing operations at least four working days prior to the meeting in a manner agreed on by the parties.

The housing cooperation body meeting has a quorum when it has been convened according to the rules and when at least half ($\frac{1}{2}$) of its members are present, including the chair or vice chair.

The housing cooperation body appoints a secretary from among themselves to take minutes of the meeting. The minutes of the housing cooperation body must be sent for information to residents' committees, castle wardens and housing operations.

All members of the finance board and all members of the student union board and employees of the student union, as well as persons appointed separately by the board have the right of speech and attendance at the meeting of the cooperation body. In addition, the campus section has the right to appoint one person who has the right of speech and attendance in the cooperation body.

Section 23 Decision-making

Decision-making is governed by the Act on Joint Management. The method of voting is decided more precisely by the body. If the law does not provide for decision-making, bodies are recommended to use the rules of procedure of the board in decision-making when applicable.

Section 24 Right to information

The housing cooperation body, residents' committee and residents' meetings have the right to receive information necessary for exercising their rights from the property owner or one's representative.

Chapter VI

Specific provisions

Section 25 Members of the AYY Board

As far as possible, members of the AYY Board are offered housing to support the performance of the board members' duties in terms of location or type of housing, for example. If a member of the board has lived in AYY housing prior to their term of office in the board, the member is offered the opportunity to return to an apartment in the housing group which the person has left.

At the request of a member of the Student Union Board, one's right of residence may be extended for a maximum of one year for each term of office on the Student Union Board. If a person still has the right of residence, the current 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 in January when they start their term of office in the Student Union Board.

Section 26 Deviation from the provisions

The student union board has the right to temporarily deviate from the provisions of these regulations for a particularly weighty reason. In addition, the student union board may make permanent decisions and instructions guiding the implementation within legislation.

Section 27 Data protection

The processing of applicants' and residents' data is based on the Data Protection Act currently in force (at the time of approval 5 Dec 2018/1050).

Section 28 Additions and amendments

Additions and amendments to these regulations and appendices are decided by the student union's representative council by a two-thirds majority vote. Amendments to the resident selection appendix may also be decided by the student union board on the proposal of housing operations.

These regulations have been approved at the representative council meeting 9/2022 (13.10.2022) and will enter into force on 1 November 2022 with a transitional period until 31 December 2023.