

# **Aalto University Student Union**

## **HOUSING REGULATIONS**

Into force 1 March 2018.

### **Chapter I**

#### **General provisions**

##### **Section 1 Scope of application**

In addition to provisions in the Act on Residential Leases 481/1995 (hereinafter referred to as "AHVL"), these regulations apply to apartments in housing properties owned by the 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 Bodies**

Administrative bodies in residential properties are determined by the administrative regulations for the halls of residence.

##### **Section 3 Housing Office**

The Housing Office is responsible for housing-related practicalities. The 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 Teekkarikylä 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**

Student Union members and employees 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 Office decides 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 Office, everyone can apply for the apartments in that housing group. However, AYY rents apartments primarily to students, favoring 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 that 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 serious 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 valid decision of the Finnish Ministry of the Environment on the format of housing applications or to other official instructions where applicable. The necessary appendices should be attached to the electronic application form.

Housing applications are accepted throughout the year. The Housing Committee may set an abnormal application period for some housing queues. First-year graduate 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 or received an exchange study place at Aalto University.

All students must pay the Aalto University Student Union's membership fee during the registration period set by Aalto University, or they will be removed from the housing queue after the end of the registration period. An exception to this are the statutory cases of non-attendance defined in Section 17, in which cases 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 applications 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 can 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 Office immediately of any changes related to the application.

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

The applicants' housing applications 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 Office of this within one (1) month. The apartment application cannot be returned to the housing group that the offer pertained to.

## **Chapter III**

### **Selection of tenants**

#### **Section 7 Selection criteria**

The selection of residents is based on the tenant selection criteria defined by the Council of State. The criteria are taken into account according to these regulations.

#### **Section 8 Exceptions to the application process**

When confirming the apartment allocation criteria, the Student Union has the right to make exceptions in special cases to the housing application process and the allocation order determined by ARA's tenant selection guide.

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

If there are no suitable tenants among the Student Union members with a right of residence, the Housing Office can rent the apartment to any graduate student or student, favoring members of the Student Union. In these cases, the tenant is granted three (3) years' right of residence for the apartment in question.

#### **Section 9 Notification of tenant selection**

Housing offers are made in a dedicated web application, and notice of the offer is sent to the applicant also via e-mail. The housing offer is valid for four (4) days from its delivery. If necessary, the Housing Office has the right to specify an exceptional time limit for accepting the 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 before the tenancy has lasted for at least six (6) months. 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 serious reasons.

## **Chapter IV**

### **General provisions concerning tenancy**

#### **Section 11 Right of residence**

The right of residence to apartments directly or indirectly owned and/or administered by the Student Union (hereinafter referred to as “Student Union’s apartment” and “apartment”) applies to Student Union members with a need for housing, with the exceptions mentioned in Section 5 taken into account. The right of residence requires studying and is therefore of a temporary nature. If there are any wealth conditions or other conditions required by current legislation or any other similar decrees concerning the housing, the right of residence is subject to the fulfillment of these conditions. The fulfillment of the right of residence is resolved based on the information provided in the application form and its attachments, any additional clarifications, as well as the accumulation of the applicant’s credits.

The maximum duration of the right of residence in a Student Union apartment is five (5) years for students accepted to study in Aalto University’s bachelor’s and master’s degree programs, and the maximum duration of the right of residence is two (2) years for students accepted to study in a master’s degree program only, including the notice period in accordance with AHVL. The duration of the right of residence for applicants with children can be extended by a maximum of two (2) years. The maximum duration of the right of residence for apartments open to all is three (3) years at a time from the beginning of the rental agreement. If the applicant is a member of AYY and the duration of their right of residence is longer than this, the longer right of residence will be used.

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 doing their bachelor’s and master’s degrees or just their master’s degree in the Helsinki metropolitan area.

When a member of the Student Union graduates from a master’s degree program or discontinues their full-time studies, their right of residence is terminated, regardless of how long they have lived in Student Union apartments altogether.

Doctoral students do not have a right of residence for AYY’s apartments. If a member of the Student Union is accepted 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 decision of the Housing Committee until the original right of residence has been used up.

The right of residence period is calculated from the beginning of the academic term during which the Student Union member begins their studies at Aalto University for the first time. The right of residence decreases regardless of whether one lives in a Student Union apartment or not. The right of residence period ends after the fifth study year for students accepted to study in Aalto University’s bachelor’s and master’s degree programs, and after the second year for students accepted to study in a master’s degree program only.

The right of residence does not decrease if the person does not live in a Student Union apartment and has registered for non-attendance at Aalto University. The right of residence does not decrease also during the period when the person is employed by the Student Union.

Upon request, the Housing Committee may decide to extend the right of residence of a person who has acted as a member of the Student Union Board by a maximum of one (1) year per Board term. If the person has a valid right of residence, the valid right of residence is extended by one year. If the person no longer has a valid right of residence when they start their term in the Student Union Board, one year will be added to their right of residence starting from the January when they start their term in the Student Union Board.

Upon request, a tenant may be granted a maximum of one (1) year extension to their right of residence by decision of the Housing Committee due to an illness that has clearly slowed down their studies (medical certificate to be provided) or for other serious reasons. The decision to grant the extension due health-related reasons can also be made by the Housing Office if the applicant has submitted a relevant medical certificate that clearly shows how their state of health has hindered the progress of their studies. A person's right of residence can be extended due to health reasons also in situations where the person's original right of residence has already expired.

## **Section 12 Suspension of the reduction of the right of residence for a fixed term**

The reduction of one's right of residence can be suspended for a fixed term if it is caused by:

- Military service or voluntary military service
- Maternity, paternity or parental leave
- Studies abroad included in the Aalto University degree or JOO studies elsewhere than in the neighboring municipalities
  - Neighboring municipalities include Helsinki, Espoo, Vantaa, Kauniainen.
- Internship abroad included in the Aalto University degree or internship elsewhere than in the neighboring municipalities
  - Neighboring municipalities include Helsinki, Espoo, Vantaa, Kauniainen.
- Other grounds approved by the Housing Committee.

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

The suspension of the reduction of the right of residence must be reported and, when requested, the student has to present a clarification on the reasons for the suspension in writing to the Housing

Office no later than one (1) full calendar month prior to the suspension, and also agree on practical arrangements with the Housing Office.

The reduction of the right of residence is always calculated in full calendar months. Students have one month of leeway when suspending the reduction of their right of residence before the start of their studies or internship abroad or outside the neighboring municipalities. This means that the student may leave one month before the start of their studies or internship abroad or outside the neighboring municipalities if the smooth start of studies or internship so requires, and the student also has a month to return after the end of their studies or internship.

When returning from military service, voluntary military service or studies or internship abroad, the person must inform the Housing Office of the exact date of returning to the apartment no later than one (1) full calendar month prior to the return. If the person has lived in a Student Union apartment before leaving, the Housing Office tries to arrange an apartment for the person from the same housing group that the person had left. A resident who has left an apartment larger than two rooms should be placed in an apartment with at least two rooms. If the tenant has moved out from an apartment with two rooms or more and applies for housing alone after returning, the tenant can also be placed in a shared apartment.

The reduction of one's right of residence can also be suspended on very strong grounds by decision of the Housing Committee. The Housing Committee may, if necessary, also grant the suspension of the reduction of the right of residence retrospectively. If the person has not been capable of independent living because of health-related reasons and thus could not have made use of AYY's housing services, the reduction of the person's right of residence can be suspended by decision of the Housing Committee on the basis of a medical certificate. The medical certificate should indicate the period when independent living has not been possible. If the person has been a tenant of AYY during the period in question, the reduction of their right of residence may be suspended for a fixed term for the calendar month periods when independent living has not been possible.

### **Section 13 Secondary leasing of an apartment**

Provided that the rental conditions and costs are in accordance with the tenant's own rental agreement, being responsible for those themselves, tenants may put their apartments on secondary lease for a fixed period on the following conditions:

- to a person of their choice for a maximum of four (4) months between 1 Apr–30 Sept
- to a person of their choice for a maximum period of twelve (12) months if the tenant provides the Housing Office with proof of studies or internship included in the Aalto University degree abroad or elsewhere than in the neighboring 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 special cases to a Student Union member once for a period of more than one year while residing abroad by decision of the Housing Committee and after submitting good grounds for this.

When putting the apartment on secondary lease, the Housing Office must be notified of it in writing no later than one (1) full calendar month prior to the beginning of the secondary lease. The main tenant must provide a copy of the secondary lease agreement to the Housing Office before the beginning 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 done abroad or outside the neighboring municipalities.

Leasing an apartment in other than the above-mentioned situations and in other ways than the above-mentioned procedures will lead to the termination of the rental agreement.

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

### **Section 14 Rental agreement**

Tenancy conditions are recorded in detail into a written rental agreement. The rental agreement is drafted either as open-ended or as a fixed-term agreement, using forms confirmed by the Student Union, found 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 they are 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 into an apartment, the tenant is responsible for checking the condition of the apartment and the movable property and to notify of any defects or deficiencies as instructed by the Housing Office. Failure to notify leads to a sanction fee, the amount of which is decided annually by the Housing Committee. When the tenant moves out, the deposit will be refunded once the condition of the apartment and movable property has been checked and found to be satisfactory. Returning the deposit also requires that the tenant does not have any unpaid rents or other unpaid payments. The tenant may use the deposit to cover any receivables from the tenant without hearing the tenant. The lessor may also use the deposit to compensate for costs caused by the tenant losing or not returning the keys and from rekeying the lock.

### **Section 16 Giving notice in exceptional circumstances**

When the needs of the Student Union based on appropriate criteria so require, a rental agreement may be terminated, in which case a new rental agreement for another apartment is signed with the tenant. By decision of the Student Union's Representative Council, residents can 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 public good, and the Student Union must compensate the tenant for the trouble of giving up the apartment by e.g. compensating for their right of residence.

In these cases, the period of notice in accordance with AHVL must be taken into account.

## **Section 17 Reviewing the right of residence**

The Housing Office has the right to review that the conditions for the tenant's right of residence are met. Students are also obliged to notify the Housing Office immediately of any changes affecting their right of residence, such as registering for non-attendance or suspending their studies. At the request of the Housing Office, the student also undertakes to provide the Housing Office with information on matters affecting their right of residence to facilitate the reviewing of their right of residence.

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

- the tenant has finished or suspended their studies at Aalto University;
- the tenant is no longer a member of the Student Union;
- deadlines referred to in Section 11 of these regulations are met;
- the tenant has not completed eighteen (18) credits at Aalto University in the previous academic year as a resident of a Student Union apartment;
- the tenant does not provide the Housing Office with 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 are completing the compulsory or voluntary military service and 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 they can present valid reasons for their delay of studies, they may draft an application to the Housing Committee concerning the preservation of their right of residence. Acceptable reasons include:

- illness proved to delay one's studies
- legal reasons mentioned earlier in this Section;
- other reasons considered adequate by the Housing Committee.

## **Section 18 Postponement of the moving-out date**

If the tenant is given a notice to move out of the apartment on a certain day, the tenant may apply for a postponement of the moving-out date from the Housing Committee. 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 moving elsewhere or because of waiting for their own apartment to be finished, or that the tenant can present other very serious reasons for the postponement. The tenant must also be able to present proof of these reasons. The moving-out date may be postponed by a maximum of one (1) year.

## **Section 19 Termination of a rental agreement**

The rental agreement may be terminated by all parties as provided in AHVL. If the Student Union has terminated the tenant's rental agreement because the tenant's right of residence has expired, the tenant may appeal to the



Housing Office in writing within thirty (30) days of the notice of termination if reasons for suspending the of the right of residence as defined 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 annul the rental agreement on the grounds and procedures provided in AHVL. In addition, a rental agreement may be annulled if the 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 annulled if the apartment or part of the apartment is put on secondary lease or otherwise given to a third party in violation of these regulations.

If the Student Union terminates a tenant's rental agreement due to reasons provided in Section 8 of AHVL, the tenant loses their right of residence as defined in Section 11 of AYY's Housing Regulations for a fixed period of time. 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 the tenant has lost their right of residence because of entries 1-5 in Section 17 of AYY's Housing Regulations, the tenant's right of residence is returned when the reason for the loss of the right of residence is no longer valid and the tenant has delivered an application to the Housing Office.

## **Section 21 Written warning**

Before terminating a rental agreement, the Housing Office or the Housing Committee must give the tenant a written warning as provided in AHVL, including a specific mention on the grounds for termination. If the tenant immediately corrects their incorrect practices, the agreement cannot be terminated.

## **Section 22 Termination of family and friend agreements**

With family and friend agreements, a prerequisite for tenancy is that the apartment is used as a family or friend apartment. When one or more of the tenants decide to leave the family or friend apartment and this leads to a situation where there are no tenants in the apartment with a valid AYY's right of residence, the Student Union can 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 an apartment by queuing according to the normal application procedure.

If a tenant with AYY's right of residence wishes to continue living in the same apartment after the termination of tenancy, the tenant has the opportunity to sign a new family or friend agreement for the apartment in question with the new tenant. However, this requires that the tenancy has continued uninterrupted for at least six (6) months. The new resident moving in to the apartment must already be a main tenant in AYY's apartment.

## **Section 23 Usage regulations for the information network**

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

## **Chapter V**

### **Specific provisions**

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

When possible and if the person so desires, members of the AYY Board are offered an apartment that supports the fulfillment of their tasks, for example because of the location or housing type of the apartment. If a member of the Board has lived in AYY's apartment before their term in the Board, they are offered the opportunity to return to an apartment in the housing group that they have left after their term.

AYY's employees are offered apartments according to their needs when possible.

#### **Section 25 Deviation from the Housing Regulations' provisions**

The Student Union Board has the right to deviate temporarily from the provisions of these regulations for very serious reasons.

#### **Section 26 Data protection**

Rental housing applications are treated confidentially, as they include confidential financial and social information. The Student Union should file applications and their attachments in an appropriate manner, while taking the obligation to observe secrecy into account. 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 to inspect documents for supervisory purposes if they concern rental housing and their tenant selection within the scope of their supervisory responsibility.

#### **Section 27 Scoring instructions**

Housing scoring instructions are attached to the housing regulations. (link: [scoring of applications](#))

#### **Section 28 Additions and amendments**

The Student Union's Representative Council decides on additions and amendments to these regulations and their appendices by two-thirds majority of votes in the Representative Council.

The Representative Council decided to update the Housing Regulations on its meeting 4/2018 (22.2.2018). The Housing Regulations enter into force 1 March 2018.

# Scoring of Applications

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All points affecting the application are added up according to the scoring found below. Applicants are placed in a valid housing queue according to their application order and the scoring below.

*Updated 23rd November 2017*

*Added studios in shared apartments and shared two-room apartments to housing types by decision of the Representative Council. Also added information on how long the urgency scores are valid.*

## Grounds

## Points

### 1. Internal transfers

Moving from an AYY apartment to another AYY apartment (the same housing queue). If the applicant is granted the point for internal transfers, other sections in the scoring instructions are not considered.

**+5 points**

### 2. Urgent need for accommodation

These points only apply to shared apartments. A maximum of two points may be granted for one application based on the urgent need for accommodation. In order for points to be granted, a certificate on the urgent need for accommodation must always be submitted.

Urgency points are awarded for individual cases and they are valid only until the first apartment offer or when the urgent need for accommodation ceases to be valid. If the applicant rejects the offer or lets it expire, they lose their urgency points.

Grounds:

- Applicants outside the surrounding municipalities
  - Surrounding municipalities = Helsinki, Espoo, Vantaa, Kauniainen
- Fixed-term rental agreements (ending within 6 months)
- Notice of termination by lessor
- Homelessness
- Other special cases by decision of the Housing Committee.

**+2 points**

### 3. Child/certificate of pregnancy

Applies to studios in shared apartments, studios, shared two-room apartments, two-room apartments and larger apartments. +1 point for subsequent children or certificates of pregnancy.

**+4 points**

## 4. All applicants are AYY members with a right of residence

Applies to shared two-room apartments, two-room apartments and larger apartments.

**+1 point**

## 5. First-year students

For degree-students. The point only applies to shared apartment queues. The first-year student's point is valid for 6 months. The order of applicants with the same point in the first-year student application process will be drawn by lot.

**+1 point**

## 6. Exchange students

The exchange student point applies to exchange students and international students who temporarily reside in Finland and are comparable to exchange students. The point only applies to shared apartment queues. The order of applicants with the same point based on the exchange student point will be drawn by lot.

**+1 point**

## 7. Medical certificate

Granted by decision of the Housing Committee.

**+0-6 points**

**Property and income are determined in accordance with ARA's tenant selection guide.**

## 8. Property

- Shared apartments and studios: the applicant's property is over EUR 64 000.
- Two-room apartments, shared two-room apartments and larger apartments: total property of applicants is over EUR 79,000.

**- 1 point**

## 9. Monthly income

- The applicant's monthly income is over EUR 3 000.
- Total monthly income of the applicant household is over EUR 5 100.

**- 1 point**