

# ÖSTERREICHISCHES JUGENDHERBERGSWERK-WIENER JUGENDHERBERGSWERK

**Student`s home, Türkenstrasse 3, 1090 Vienna**

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## **STATUTES OF THE student`s home according to §§ 14 and 15 of the “StHL” (Students’ Law)**

### **§1 The organisation responsible for the Student`s home**

is the association, “Wiener Jugendherbergswerk” (ÖJHW – WJHW), referred to as “WJHW” in what follows. Its seat is at 24, Mariahilfer Straße, A-1070 Vienna (Post address: Neustiftgasse 83, A-1070 Vienna).

### **§2 Purpose of the Association**

The association, is a non profit association. One of its purposes is the support of students with regard to suitable housing options

### **§3 Principles for the administration of the home**

(1) The home is led and administered by a management representing the association and assisted by employees, whereby they are charged to observe the principles of economic efficiency and thrift.

(2) Responsibilities of the management of the home

The management of the home is responsible for seeing that the best possible use is made of the facilities which are available in the Students’ home; for taking care of written correspondence with applicants for residence and also of the personal interviews with them; and for preparing suitable documentation for the treatment of requests and of acceptance of new residents into the home or of extending the permission of residence to students already occupying a place in the home.

### **§ 4 Representation of the residents of the home**

(1) The residents of the home, according to § 7 (1) of the StHL, are to elect from among themselves a representative of the home and a substitute for one year. The duties of the representation of the home are set forth in § 8 (1) of the StHL.

(2) Announcement of the election by the immediately previous representatives of the home residents:

Immediately after the election, the previous representatives of the home residents announce the names and addresses of those elected.

Until such an announcement has been received by the management of the home, the immediately previous representatives of the home are to be considered as the valid representatives.

(3) Rules for the delivery of messages to the representation of the home residents:

In principle, communications and invitations to the representative of substitute of the home residents are given in writing, normally two weeks before

the date set. It is the responsibility of the home representative to inform the other members of the home representation. A non-appearance of the home representatives is to be explained by them and is not an obstacle to the continuation of the proceedings. The right to be heard has been sufficiently granted, in such a case of the non-appearance of the home representatives, if they were correctly invited and if the members of the 'WJHW' are present at the time and in the place specified in the invitation. If the absence of the representatives of the home residents were caused by an unavoidable difficulty; they should be sent a new invitation. Proof of the occurrence of the unavoidable difficulty should be offered to the 'WJHW' without delay.

## **§ 5 Principles for the use of the home**

(1) The residents of the home are in duty bound to obey the directions of the organs of the company and of the management of the home, as well as the prescriptions of the student home law and the statutes and house rules of the home.

(2) According to Article 6 of the StHL, the residents of the home have the following rights, which the contract between the home and the resident may not limit:

a. the right to go in and out of the Students' home at any time;

b. The right to keep the room in which the resident lives locked at any time. After previous notification of the resident, persons charged by the management to do cleaning or repairing in the room are to be admitted. To prevent an immediately threatening danger, a notification before entering a residents's room is not required;

c. the right, under conditions specified in the house rules, to make changes within the resident's own living area and to make use of electrical appliances;

d. the right, under conditions specified in the house rules, to receive visits without hindrance, from persons belonging to the house as well as from persons from outside the house.

(3) Keys

The keys which are handed over to the residents remain possessions of the management of the home. Every loss of a key is to be reported immediately to the head of the home. The resident who has lost a key is obligated to pay the cost of having a new key provided. Lending a key to a third party is forbidden; should it be necessary on occasion to entrust the key for certain reasons to another resident of the home, nevertheless it is the resident who lent the key who is responsible for all consequences of this act. Residents of the home are not permitted to have duplicate keys made.

(4) Security deposits and flat-rate fees

Before the contract regarding residence in the home enters into effect, the applicant must pay a security deposit, the sum of which is to be decided upon each time by the owner of the home. The sum deposited will be returned without interest after the contract regarding residence has come to an end and the key has been returned to the management of the home.

The flat-rate fee is to be paid at the time when the contract regarding residence in the home, for a period not exceeding 12 months, is finalized. This flat-rate fee

is used to cover damages caused by unidentifiable persons and occurring during the time when the home is in operation; it is also used for purposes determined by the persons representing the home residents. Also to be considered as damages are bills received from the fire department because of a false alarm communicated by an unidentifiable person, or payments for repair of elevators, washing machines, and the like. If a resident of the home departs during the course of the year, the flat-rate fee will not be paid back. This flat-rate fee does not receive interest from the "VSHC".

- (5) The resident of the home has to register with the police according to the law. A copy of the confirmation of the registration has to be deposited in the office of the home.
- (6) During the time of renovation and repair work, a different home place may be offered to the resident of the home.
- (7) The residents of the home are not allowed to let persons from outside the house live with them. Overnight guests are only allowed with the prior permission of the home management. The resident of the home who receives a visitor is responsible for all damages in the home caused by the visitor. Visitors are not allowed to use the laundry, showers, and the like. Radio and TV sets are to be used at a volume adapted to the room.
- (8) It is not allowed to remove objects furnishing the rooms in the Students' home. The inventory and the walls may not be changed. Pictures and posters may be fastened to the walls only with steel pins, except on the gypsum (Rigips) wall-board between the wet area and the living area.

Bringing objects of furniture into the house and setting them up there is allowed only when this does not hinder the work of cleaning. Bringing in weapons is not permitted.

Only electrical equipment that has been tested and approved according to Austrian "ÖVE" may be used. These appliances must always be kept in fit condition for safe use. The highest permissible power level for using electrical equipment in the rooms of the home is fixed at 500 watts per resident.

- (9) Events organized by the home residents to take place in the home have to be announced in writing to the management of the home at least 8 days before the event takes place.

For every such event, one of the residents of the home must be reported in writing to the management of the home as the person responsible for the event. This person is held responsible also by the civic authorities. Events in the home which contradict the goals of the association responsible for the home can be prohibited by this association.

- (10) The association owning the home is not responsible for events in the home which this association itself has not arranged; it is explicitly not responsible for events arranged by the representatives of the home residents or by any other home residents.
- (11) Every resident of the home is in duty bound to report immediately to the management of the home any indications of damage being caused or of any damages that have already occurred to the rooms used or to their inventory. A resident of the home who neglects to report damage can not exculpate him/herself by claiming that the damage had already occurred before the resident moved into the room. At the time of moving into the Students' home

as well as at the time of a change of room there, every resident of the home is given a sheet for recording whatever is damaged or lacking. This sheet is to be filled out carefully and to be handed over to the management of the home within 3 workdays after having received it. What is lacking but is not reported on the sheet within this period of time will also be charged to the resident concerned. Every resident of the home must bear the responsibility for damages he/she has caused. In the case of damage to, or loss of, objects belonging to the association that owns the home, the resident of the home can free him/herself from liability only when he/she proves that he/she is not responsible for the damage or loss.

The resident of the home is obliged to pay for breakage of glass caused by him/herself.

(12) The "WJHW" has the right to organize events in the common rooms of the home.

(13) Notices posted by the association responsible for the home are to be read and respected by the residents of the home, if the notices are posted on the bulletin board of this association in the home.

(14) As specified by § 6, par. 1, line 2 of the StHL, persons assigned to do cleaning work, including the preparatory work and the control of the work done, must be allowed entrance at the times specified in the notice posted by the management.

(15) Animals may not be kept in the home.

(16) Parking of vehicles

Bicycles can be parked on the places designated by the management of the home. However, the owner of the home is in no way liable for damages.

The parking of motor vehicles is not possible.

Vehicles parked and objects deposited without permission will be removed at the expense of the owners. The association owning the home retains the right to claim additional compensation. The same applies to storing any objects in common areas of the house. Large-scale operations of service and repair may not be carried out on the property of the association owning the home.

(17) The residents of the home are obliged to exercise great care in using the furnishes of the home and to be very economical in the use of heating, warm water, electrical energy and the like.

With no exceptions, only customary commercial toilet paper may be disposed of in the toilets. Sanitary napkins, tampons and the like are to be disposed of in the containers for non-recyclable waste.

(18) The residents of the home are obliged to sort out the waste they discard. Old glass, paper, metal, plastic bottles and non-recyclable waste are to be disposed of by the residents in the containers intended for them.

(19) In the corridors, anterooms, kitchens and common rooms, in accordance with the law concerning tobacco, it is absolutely forbidden to smoke.

(20) Delivery of mail

Mail is delivered in the home according to § 148 of the regulations for mail. Every resident of the home refrains from making a claim for damages against an employee of the owner of the home or the management or residents

of the home in connection with the handling of letters or parcels sent by mail.

“Cash on Delivery“ post will not be accepted. Sums of money demanded by postal order will not be paid. When moving out of the home (also for the summer months), the resident is to make his/her own arrangement for the forwarding of mail. Otherwise, mail that arrives will be returned by the management to the sender.

(21) Putting communications into the post boxes

Printed or written communications may be put into the mail boxes only after a specimen copy has been handed in, except when the communication is from the “WJHW“, the organs of the post and telegraph administration, or the representatives of the home residents, or insofar as it is a matter of communications among the residents of the home. If the contents of a specimen copy received by the home management contradict the purposes served by the ‘WJHW“, the management may refuse permission to put copies of this communication into the mail boxes.

## § 6 Termination

- (1) The contract concerning residence can be terminated by residents of the home at the end of any month, with a 2 months’ notice. The notice of termination is to be directed to the management of the home.
- (2) The contract concerning residence can be terminated by the owner of the home before the period of time specified in the contract has expired, but not to take effect before the end of the following month, if:
  - a. the resident has ended or broken off his/her studies in the sense of § 5, Par. 3 of the StHL;
  - b. the resident him/herself has not made use of the right to reside in the home;
  - c. there is no further need for social subvention;
  - d. the resident of the home has substantially exceeded the average length of time for studies;
  - e. the resident of the home commits a punishable offence to the detriment of residents of the home or of the owner of the home or the owner’s personnel;
  - f. the resident of the home in some other way offends gravely, or despite written warning and threat of expulsion, against the obligations imposed by the StHL or by the contract concerning residence in the home, e.g. by improper and very frequently repeated annoyance through noise or dirt on the grounds of the home.
- (3) If a resident of the home commits a punishable offence to the detriment of residents of the home, or of the owner of the home or of those collaborating with the owner (or if he causes an immediately threatening danger for the home, for other persons residing in the home or for the collaborators of the owner of the home), the owner of the home, after having heard the representatives of the home residents, can cancel with immediate effect the contract concerning residence.

## **§§ 7 Payment for residence**

The decision concerning the amount to be paid for residence according to § 13, Par. 1 of the StHL is to be made by the board of directors of the association. The amount to be paid is to be subjected each year in February to an annual adaptation to the cost of living index.

## **§ 8 Principles for the allocation of places in the Home**

- (1) Only such applications for residence in the home will be accepted as fulfil the conditions of § 4 of the StHL.
- (2) Applications for acceptance into the home are to be submitted in writing to the management of the home at Türkenstrasse 3, A-1090 Vienna.
- (3) With careful attention to § 11 of the StHL, decisions concerning applications for acceptance is made in principle by the management of the home. No claim on a certain room can be made.
- (4) It is permissible to appeal to the business management of the VYHC against the rejection of an application. The appeal is to be delivered to the management of the home within 2 weeks of the reception of notice of the decision.
- (5) The contract concerning residence can be prolonged beyond the end of the average length of studies for the subject the resident has chosen only if the conditions according to § 11 still exist and the student gives proof of favourable success in studies according to the sense of the law for furthering studies.

## **§ 9 Statement concerning the premises which are available as home places**

Home places are those rooms which are assigned to the residents of the home as personal living quarters.

Common rooms are those rooms which are available to the residents of the home for use in common.

## **§ 10 Other legal prescriptions which contain rights and duties for the operation of the Students' home:**

- Students' home law
- Registration law
- Article VIII of the "EGVG"
- Prescriptions for fire prevention, posted on the bulletin board in the home
- Requirements of the building and fire police
- Requirements of the inspector of work
- The local prescriptions about locking the house entry
- The legal prescriptions about organizing events