Appendix to Ordinance No. 29 of the PK Rector

from 19 June 2013

**BYLAWS OF ALLOCATION AND RENTAL OF RESIDENTIAL PREMISES**

**IN THE TADUSZ KOŚCIUSZKO CRACOW UNIVERSITY OF TECHNOLOGY ASSISTENT HOUSE**

I. Chapter – Allocation of premises in the Assistant House

§ 1

1. The Assistant House is designated for periodical accommodation for:

1) employees of the Cracow University of Technology,

2) doctoral students of PK,

3) employees of other universities (in accordance with concluded agreements),

4) persons arriving to PK as part of international exchange,

5) university guests, private persons accommodated in guest rooms,

6) other persons not specified above (in case of vacancies).

2. PK Assistant House has the following premises at its disposal:

1) single room flats (23.22 m2),

2) double room flats (32.69 m2),

3) double room flats with furniture (40.00 m2),

4) single and double room flats with full furnishings,

5) single room "guest” flats (with two and one accommodation place),

6) flats occupied as part of international exchange (single room with 2 accommodation places, two-room flats with 2 accommodation places),

7) cellars assigned to two-room flats.

§ 2

1. Allocation of premises in the Assistant House occurs upon application submitted by the interested person (Appendix no. 1 to the Bylaws).

2. The premises are allocated for a period of maximum 5 years. The period of accommodation may be shortened in case of occurrence of circumstances specified in § 8 sec. 1.

3. The limitation specified in sec. 2 does not concern PK employees – foreigners.

4. The lease agreement is concluded for the period of premises allocation.

§ 3

1. The accommodation in guest rooms is conducted within the term of reservation (written or telephone).

2. Accommodation for persons as part of international cooperation occurs on the basis of an application submitted by the relevant organizational unit.

§ 4

1. The application for allocation of the premises in the Assistant House (Appendix no. 1 to the Bylaws) with employment confirmed in the Department of Personnel and Social Affairs (and in case of doctoral students, with confirmation issued by the relevant dean's office) must be submitted in the administration office of the Assistant House which conducts a register of applications and presents them before the committee appointed by the PK Rector.

2. The committee specified in sec. 1 analysis applications and elaborates proposals of division of premises which are subsequently submitted to the PK Rector, or the person authorized by them.

3. New applications are handled as the premises are released. Applications are handled in the following order:

1) PK academic teachers,

2) PK employees who are not academic teachers,

3) PK doctoral students,

4) persons from outside of PK.

4. In case of submitting persons from the same group, specified in sec. 3, the date of application entry is decisive.

5. Persons awaiting allocation of the premises confirm their intention to lease them through updating the applications for each subsequent academic year (the order of submission date of the initial application remains valid).

6. Persons who obtained the premises for a period exceeding one year do not submit any new application in the period of their accommodation.

7. Residents who completed the 5-year period of accommodation may submit a new application for allocation of premises for a period of one year (with a possibility of re-taking this procedure in the subsequent years). Allocation of premises is possible after consideration of applications submitted by persons applying for accommodation in the Assistant House for the first time.

8. In particularly justified cases (i.e. difficult material situation, random accidents, significant distance from the place of residence) applications may be considered outside of the order specified in sec. 3 and sec. 7.

9. The committee specified in sec. 1 does not opinionate applications submitted by institutions with which the Cracow University of Technology has concluded understandings concerning rental of premises in the Assistant House for its employees.

§ 5

1. The basis for accommodation in the Assistant House is a concluded lease agreement (Appendix no. 2 to the Bylaws).

2. Register of lease agreements for premises is maintained by the administration personnel of the Assistant House.

§ 6

1. The rent is established on an annual basis until 30 June by the chancellor pursuant to the motion submitted by the Head of Assistant House, on the basis of costs adopted for the material-financial plan for a given year.

2. Changes to the rent are introduced each time on 1 October of a given calendar year on the basis of a decision of the chancellor issued by way of notification, whereby the amount of rent for premises for persons from outside of PK as well as the amount of rent of guest rooms are specified.

§ 7

1. Payments of amounts for rent and electricity are made by the tenant to the bank account of the Assistant House or by cash in the administration office of the Assistant House through cash register within the term specified in the lease agreement for premises.

2. Should, within the term specified in the lease agreement, the receivables fail to be made for rent and electricity, the Assistant House shall issue a bearer's invoice to the tenant which constitutes a call for payment. A bearer's invoice may also be issued at the request of the tenant in case of timely submission of the monthly payment.

3. In case of abandoning the premises prior to the term specified in the agreement, the tenant shall settle the liabilities on account of rent, use of electricity in the amount stemming from the final settlement in cash through the cash register in the administration office of the Assistant House.

4. The monthly amount for electricity use for employees of the Cracow University of Technology shall be calculated at a flat rate. Settling of factual usage occurs in the quarterly system (meter readings in the months of: March, June, September, December).

5. In case of persons from outside of PK, the fee for the use of electricity occurs in arrears in a monthly system (meter reading at the end of each month).

§ 8

1. The basis for termination of the lease agreement effective immediately shall be:

1) termination of employment relationship with the employee and in case of doctoral students, termination of doctoral studies,

2) obtaining by the employee or their spouse of their own residential premises within the area of the city of Cracow or in the area of the Cracow poviat,

3) remaining in arrears with payments for two months after prior written call for payment,

4) ignoring the occurring failures which cause damages to the occupied premises,

5) breaching the order provisions of the Assistant House,

6) residing of persons without the title to the premises in the premises,

7) Refusal of the tenant to re-accommodate as referred to in § 13 sec. 2.

2. Decision concerning termination of the lease agreement is undertaken by the PK Rector or by the person authorized by them.

3. The tenant is obliged to empty the premises within 7 days from the date of terminating the lease agreement without the right to obtain replacement premises.

4. In case of failure to empty the premises in the Assistant House at a designated date, the Cracow University of Technology shall commence court proceedings. The tenant shall be obliged to pay contractual penalty to PK in the amount of a triple rate of rent for each commenced month without the legal title for using the premises.

II. Chapter – Residing in the Assistant House

§ 9

1. The right to reside in the Assistant House shall be granted to persons specified in the lease agreement. It is forbidden to yield to a third party the premises as well as to allow other persons who have not been submitted in the application to reside jointly, subject to sec. 2

2. Related persons who have not been reported in the application by the tenant shall be entitled to reside with the tenant post prior submission of this fact to the administration office of the Head of the Assistant House including annexing the lease agreement in this respect.

§ 10

1. Release of the premises occurs on the basis of the handover protocol whereby the technical state of premises as well as the initial state of the electricity meter shall be described.

2. The tenant shall be responsible for the entrusted with them property (furnishings of the premises) on the basis of the concluded lending form. In case of damaging or displacing the entrusted property (furnishings of the premises) the tenant shall be charged with the replacement value.

§ 11

The Tenant shall be obliged to:

1) fulfil the registration obligation – for themselves and for persons residing with them,

2) Conduct payments stemming from accommodation (rent and electricity

fee) within the term until 15th day of each month,

3) remove, at their own cost, minor failures resulting from the standard wear and tear.

§ 12

1. Head of the Assistant House or person authorized by them shall be entitled to periodical inspections of devices and installations in the premises. The residents shall be notified of the necessity to perform them in the form of a notification, whereby the scope and the term of works shall be defined. In case of absence of the tenant during the inspection it shall be carried out by means of a committee and an official memo shall be performed at this occasion.

2. In case of failures occurring in the premises during the absence of the resident (lack of contact with the tenant) the head of the Assistant House or their employee shall be entitled to committee entrance to the premises in order to locate and remove the failure. A protocol shall be elaborated post the conducted actions.

3. In order to enable access to premises in cases specified in sec. 1 and 2 it is forbidden to replace locks in doors by the residents.

§ 13

1. Should the necessity arise to carry out renovation of the premises, the tenant may be re-located for a certain period of time to the replacement premises, fit for the temporary accommodation, as specified by the Head of the Assistant House.

2. It is reserved that the premises designated for temporary accommodation may not fulfil the standard of the premises occupied prior to the relocation. In case of refusal by the tenant to relocate the lease agreement shall be terminated.

§ 14

Upon emptying the accommodation or the replacement accommodation the tenant ought to hand over the premises via the handover protocol, including the keys to the premises, the cellar, the furnishings and all payments must be settled.

§ 15

1. Return. of the premises occurs on the basis of the handover protocol whereby the technical state of premises as well as the furnishings and the final readout of the electricity meter shall be described. In case of any disputes, the commission shall be appointed by the Technical Director which will assess the scope of works necessary to be carried out in the presence of the tenant.

2. Within the premises prepared to handover there can be no items owned by the tenant as the premises must be empty, the walls must not contain any holes and nails, glass panes in windows and doors must be complete and the furnishings must be in a not-worsened state than one stemming from the standard wear and tear.

3. In case of the necessity to perform works indicated in the costing elaborated by the committee specified in sec. 1, the tenant shall be burdened with these costs. The payment must be made in the form of cash through the cash register to the administration office of the Assistant House.

III. Chapter – Order Provisions

§ 16

The tenant may:

1) host guests,

2) arrange, decorate and equip the flat as per their liking without interfering with the technical state of the premises,

3) use the generally accessible premises and devices in the Assistant House.

§ 17

The Tenant shall be obliged to:

1) abide by the night-time between 10 pm and 6 am,

2) abide by the principles of social coexistence and behaviour: order, discipline, cleanliness in the residential premises and the commonly used premises,

3) immediately submit to the administration office of the Assistant House noticed failures of devices in the scope of all installations,

4) each time close the entrance door to the building with a key at night,

5) abide by the fire provisions,

6) indicate within the submitted application the telephone number that enables contact in case of failures occurring during the resident's absence.

§ 18

Due to safety reasons in the Assistant House it is forbidden to use gas bottles and store hazardous materials.

IV. Chapter – Final Provisions

§ 19

1. Current matters can be handled in the administration office of the Assistant House, tel. (12) 648-38-49, internal 36-52, between 7oo and 1800 on Mondays and Thursdays and between 700 and 1500 on Tuesdays, Wednesdays and Fridays.

2. Complaints may be sent to the chancellor or persons authorized by them.

§ 20

In all matters unresolved by the hereby document the provisions of the Civil Code shall apply.

§ 21

Principles of the hereby Bylaws shall be applicable for the division of premises and agreements concluded from the academic year 2013/2014

RECTOR

prof. dr hab. inż. Kazimierz Furtak

Appendix no. 1 to the Bylaws of allocation

and rental of premises in the PK Assistant House

Cracow, on ................... 20

**APPLICANT DATA:**

.............................................................................................

first name and surname of the Applicant

.............................................................................................

group (didactic teacher, NNA employee, doctoral student)

.............................................................................................

position, organizational unit, office no., mobile no.

.............................................................................................

type of employment contract/confirmation of conducting doctoral studies (confirmation from the Department of Personnel and Social/relevant dean's office)

**APPLICATION**

**FOR ALLOCATION OF PREMISES IN THE ASSISTANT HOUSE OF THE CRACOW UNIVERSITY OF TECHNOLOGY AT UL. SKARŻYSKIEGO 2 IN CRACOW**

**FOR THE PERIOD...................................................................**

(number of years)

|  |  |
| --- | --- |
| .............................................  .............................................  address of permanent residence  .............................................  PESEL number  .............................................  Date of first accommodation in the Assistant House | I request to reside jointly with in the allocated premises (first name, surname, degree of kinship):  1. .............................................  2. .............................................  3. .............................................  4. ............................................. |

**JUSTIFICATION:**

……………………………………………………………………………………………………………

……………………………………………………………………………………………………………

……………………………………………………………………………………………………………

**STATEMENT:** I hereby state that I do not own my own flat in the place of employment or in the area of the city of Cracow or in the area of the Cracow poviat (the statement concerns also the spouse).

.....................................................

Signature of the applicant

Appendix no. 2 to the Bylaws of allocation

and rental of premises in the PK Assistant House

**RESIDENTIAL PREMISE RENTAL AGREEMENT**

concluded on in Cracow ……………………. by and between:

**THE CRACOW UNIVERSITY OF TECHNOLOGY**, represented by:

………………………………………………………………………………..

hereinafter referred to as the **Landlord**

and Mr/Ms................................................................................

Residing at.................................................................................

hereinafter referred to as **Tenant.**

§ 1

1. The Landlord declares that he is the owner of premises no...........................with usable area of

…………………. located in Cracow at ul. Skarżyńskiego 2.

2. The Tenant declares that he/she is/is not\* a VAT taxpayer: NIP.............................................

and authorizes the Landlord to issue invoices without the Tenant's signature.

3. The Tenant declares that he/she has familiarized with the Bylaws of allocation and rental of residential premises in the Assistant House of the Cracow University of Technology and undertakes to abide by them.

§ 2

The Landlord hands over to the Tenant the premises specified in §1 sec. 1 for use including furnishings (on the basis of the lending form) with a designation for residential purposes.

§3

1. The agreement shall be concluded for the periodfrom............................to...........................

2. The Agreement may be terminated prior to the date, which is the end date as per its provisions, subject to mutual agreement of the parties.

3. The Landlord may terminate the agreement effective immediately in case of breaching by the Tenant the provisions of the hereby Agreement or the binding Bylaws of allocation and rental of residential premises in the Assistant House of the Cracow University of Technology.

4. In the premises specified in § 1, in the period of the hereby agreement validity, the following persons shall reside:

– ………………………………….

– ………………………………….

§ 4

1. The Tenant undertakes to make payments for rent in the amount of ................................PLN (in words: ……………………………../100) per month and the fee for the use of electricity as per the meter readings. VAT tax is added to the fees for electricity.

2. The rental fee must be paid in arrears until the 15th day of each month. If, within the term specified in the rental agreement, the payment for rent and for the electricity is not made, the Assistant House shall issue a bearer’s invoice, which is at the same time a call for payment. Interest shall be calculated by the Assistant House administration on payments made after the date of payment. Interest shall be calculated starting from the day following the day of payment term. Bearer's invoice may also be issued at the request of the Tenant in case of timely payment of the monthly fee.

3. Rental fee shall be increased by the Landlord on an annual basis pursuant to § 6 of the Bylaws of allocation and rental of premises in the Assistant House.

§ 5

The handover of premises by the Tenant shall occur on................................with the technical state of the premises as specified in the handover protocol.

§ 6

1. The Tennant cannot carry out any modification in the designation of the premises.

2. The premises cannot be handed over to third parties or granted for free usage.

§ 7

In all matters unresolved by the hereby Agreement the generally binding provisions of the Civil Code shall apply.

§ 8

Any changes to the hereby Agreement shall require a written form under the pain of nullity.

§ 9

This Agreement was drawn up in two identical copies, one for each of the Parties.

LANDLORD TENANT

\* delete as appropriate