

Admission decision defining the terms and conditions of tenancy of a dwelling in a university hall of residence.

THE DIRECTOR GENERAL OF THE CENTRE RÉGIONAL DES ŒUVRES UNIVERSITAIRES ET SCOLAIRES OF BORDEAUX

Having regard to Articles L822-1 and R822-2 of the Education Code

Having regard to Decree n°2016-1042 of 29 July 2016 on the missions and organisation of the Oeuvres Universitaires

Having regard to the Decision of 21 July 1970 on the “organisation of collective life in university residences”

Having regard to the Decision of 21 July 1970 on the “terms of tenancy and financial conditions for students admitted to halls of residence”

Having regard to Article 1407 of the French General Tax Code

Having regard to Memo on rental management from the Crous of 8 February 2021¹

Having regard to the Internal Rules for halls of residence and the use of the CROUS car park approved by the decision of the Board of directors on 10/03/2021

HEREBY DECIDES

Article 1 Temporary and revocable provision

The Director General of the CROUS hereby admits ... (referred to hereafter as the beneficiary) to the dwelling described in the financial annex attached to the present admission decision.

Article 2 Nature of the tenancy right

The tenancy right granted to the beneficiary is temporary and revocable. This right is strictly personal and non-transferable. Subletting, accommodating a third party, even free of charge and including a child (except in dedicated units), exchanging or lending the dwelling are strictly prohibited.

Given its nature and purpose, the tenancy right does not allow a company to be domiciled in the dwelling or hall of residence.

¹ <https://www.etudiant.gouv.fr/fr/comment-se-passe-l-attribution-des-logements-en-residence-73>

Article 3 Tenancy Period

The effective date mentioned on the admission decision is that on which the student has the right to occupy the dwelling. The fee corresponding to the allocated dwelling becomes due on this date.

For any student admitted prior to 1st September (start of academic year), the effective date is no later than **1st September**.²

For any student admitted after 1st September, the effective date is the date indicated in the admission decision.

Tenancy is granted from (...) to (...) and solely for the current academic year. For health and organisational reasons, the CROUS may be required to rehouse a student temporarily on the same terms of comfort and fees.

Article 4 Administrative Conditions

Any beneficiary admitted to a hall of residence is required to comply with the provisions of the Internal Rules attached to this decision, as well as to provide the documents and carry out the formalities described hereafter.

article 4.1 Proof of eligibility

The beneficiary must provide all the supporting documents demonstrating that their status falls within the scope of Article R822-2 of the Education Code:

- Identity document;
- Tuition certificate or student card and internship agreement, where applicable, or enrolment certificate;

They must also provide the following:

- Joint and several guarantee certificate from a legal entity (Visale certified by priority or any other rent payment guarantee body) or a natural person providing the supporting documents listed on the joint and several guarantee certificate form;
- Civil liability and property insurance certificate;
- Bank account details in SEPA format;
- This unilateral admission decision, dated and signed by the beneficiary.

It is hereby stated that the keys or means of access will only be handed over once all the documents, duly completed and signed before arrival, have been submitted.

² Except for the CROUS of La Réunion, for which the date is **15 August** as the start of the academic year is earlier in that education authority area.



article 4.2 Advance payment on fee

If the beneficiary has made an advance payment on the fee (of an amount of €100) in confirmation of the conditional allocation of dwelling, this advance payment is deducted from the amount of the first month's fee. In the event of a withdrawal before the effective date and at the request of the person in question, this advance payment is refundable.

article 4.3 Deposit

The beneficiary must pay the deposit in accordance with the procedures and within the deadline indicated herein, and in all cases before taking possession of the dwelling. The student must pay the deposit online.

The deposit is cashed and will not accrue interest during the period of the tenancy right. The deposit cannot be used to pay the final month's rent.

The deposit is refunded to the resident by bank transfer after their departure:

- Within a period of one month, minus the amount of any debts outstanding, if the condition of the dwelling in the inventory on departure matches that on arrival;
- Within a period of two months, minus the amount of any debts outstanding or debts not covered by the joint and several guarantee, of any repair costs caused by any damage or negligence on the part of the student and of the dwelling cleaning and refurbishment costs set out in the inventory on departure.

In the event of tenancy being renewed or the resident readmitted, the deposit is kept for the new booking period. It will not be reassessed.

article 4.4 Joint and several guarantee

The beneficiary may only take possession of the unit after submitting a joint and several guarantee in accordance with Article 4.1 (legal entity or natural person).

The joint and solidary guarantee covers the entire current academic year regardless of the date on which the tenancy right ends. It must be renewed in the event of a readmission or renewal.

article 4.5 Insurance

The insurance certificate must state that the policy includes third-party liability and multi-risk property coverage in the name of the beneficiary and for the address of the dwelling referred to in this decision.



Article 5 Financial Conditions of Tenancy

The beneficiary must make payment of the fee no later than on the 12th of each month (in advance) in accordance with the terms and conditions described in the financial annex to this decision.

Payment of the fee for the first month, minus the advance payment of €100, is due on handover of the keys.

Article 6 Property Inventory

article 6.1 On arrival of the beneficiary

At the latest when the keys or other means of access are handed over, an inventory conducted in the presence of both parties and countersigned by a representative of the CROUS and by the beneficiary or their duly appointed representative is drawn up and attached to this decision.

It sets out the condition of the dwelling and its equipment.

Any hidden defects or impaired functioning that might not have been detected when the inventory was drawn up must be reported by the beneficiary within a period of ten (10) calendar days of moving into the dwelling.

article 6.2 On departure of the beneficiary

The beneficiary undertakes to leave the dwelling in clean condition. Failing this, cleaning costs will be charged to them.

On departure of the beneficiary, an inventory is conducted in the presence of the representative of the CROUS and the beneficiary or their duly appointed representative, where applicable.

The beneficiary returns the means of access at the end of that inventory. Failing which, the beneficiary is considered to be occupying their dwelling and must pay the rental fees due. In the event of the loss of the means of access, their replacement will be charged.

Any damage that does not fall within the scope of normal wear and tear will be at the expense of the beneficiary according to the price scale established by the Board of directors of the CROUS and indicated when the keys are handed over at the latest.

Article 7 Tenancy Decision Early Termination Conditions

article 7.1 At the initiative of the beneficiary

The beneficiary undertakes to inform the hall of residence one month to the day in advance of their date of departure, either by email with confirmation of receipt, registered letter with acknowledgement of receipt, or by handing in the declaration to the residence in return for a receipt.



Failing advance notice in the abovementioned time and conditions, the full amount of the fees is due.

article 7.2 At the initiative of the CROUS

If a student who has provided a complete rental file does not turn up on the day of handover of the keys and has not informed the CROUS of their late arrival, the student shall lose their tenancy right to the dwelling on expiry of a period of **seven (7) calendar days** as of the effective date. At the end of this seven-day period, the admission decision shall become null and void. In this case, the advance payment on the fee is not refundable. Even in the case of late arrival, the monthly fee is due from the effective date.

In the event of a failure by the beneficiary to comply with any of their obligations, the CROUS may terminate this decision early and issue a termination decision as notice or as a sanction against the beneficiary.

Article 8 Internal Rules

By the sole fact of their admission and of obtaining the tenancy right, the beneficiary is required to comply with the conditions and rules set out in the internal rules attached as an annex to this decision.

Article 9 Competent Court

Any disputes arising from the application of this decision shall fall within the jurisdiction of the competent Administrative Court.

Director General of the CROUS

First name LAST NAME

I, the undersigned (beneficiary) / We the undersigned (beneficiaries) declare that I / we have read this decision and its annexes (financial annex, internal rules, guarantee) and I / we undertake to comply with the provisions set out in the Internal Rules for residences and the Internal Rules for car parks.

Signature of the beneficiary / beneficiaries

Your personal data is recorded for processing your leasing agreement, its purpose being to set up of a renter's file for a housing proposition. Data is kept for the duration of your stay and until the legal time limit.

If you have any question about data processing, please get in touch with our data protection officer whose contact can be found on your Crous' website under the heading « Contacts ».

Financial Annex to the Admission Decision

FINANCIAL TERMS

The dwelling allocated to (beneficiary / beneficiaries) has the following characteristics:

- Type:
- Hall of residence (name and address):
- Surface area:
- The fee is composed as follows: total monthly amount of the minimum / maximum fee
 - Fee: € ...
 - Fixed-sum charges: € ...
 - Furniture add-on charge: € ...

Deposit: € ...

The fees may not be revised during the period set in the admission decision. On expiry of such decision, and after deliberation of the management board, the fee for any new tenancy or for any renewal or readmission may be revised as of 1st September.

Any damage will be charged to the beneficiary / beneficiaries in accordance with the pricing voted by the Board of directors of the CROUS.

ADVANCE PAYMENT ON THE FEE AS CONFIRMATION OF THE RESERVATION

The advance payment on the fee referred to in Article 4.2 of the admission decision is deducted from the fee due for first month.

In the event of a withdrawal, this advance payment is refundable before the effective date mentioned on the admission decision, at the request of the person in question. Once the effective date has passed, no refunds will be payable except on an exceptional basis and subject to an express request made by the beneficiary, notably on grounds of a late course allocation in a higher education establishment (PARCOURSUP), which will be assessed by the CROUS general management.

Also,

- **If the student has not handed in their complete and countersigned rental file prior to the effective date**, they shall lose their tenancy right. In this case, the decision becomes null and void at the effective date, with the obligation to inform the student of the loss of their tenancy rights.
- **If a student who has provided a complete rental file does not turn up on the day of handover of the keys and has not informed the CROUS of a late arrival**, the student shall lose their tenancy right to the dwelling on expiry of a period of **7 calendar days** as of the effective date. On expiry of this time period, the admission decision shall become null and void at the effective date, with the obligation to inform the student of the loss of their tenancy rights.

In both these cases, the advance payment on the fees is not refundable.