A guide to living in Cologne
Information made simple
www.ki-koeln.de/downloads/wegweiser-wohnen-in-koeln/
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New in Cologne

Accommodation information made simple

I. Searching for accommodation

1. How do I find accommodation?

– To find accommodation you can:
  – Look in newspapers
  – Search online
  – or ask other people for help.

– Beware of scammers and frauds!
  You can find more information about searching for accommodation online at: https://bit.ly/2Mqh2sn

– Finding accommodation is much easier if you have a Subsidised housing entitlement certificate. The abbreviation for this is: WBS. It will be easier to find affordable accommodation if you have this certificate.

– You can apply for a WBS. The certificate is necessary for renting specific types of apartment. These apartments are less expensive to rent. You can apply for the certificate at the Housing Office. The application for the Subsidised housing entitlement certificate from the Housing Office can be found online here: https://bit.ly/2pt94R4
– If you are receiving benefits from the social welfare office or the job centre you will first have to speak to a person at the Housing Office. This person will decide whether the social welfare office will pay the rent for you.

– You can also go straight to a housing association. Many housing associations will let you register on waiting lists. The housing associations will inform you, if a waiting list exists.
An overview of the housing associations in Cologne can be found online at: http://bit.ly/2wfALzK

2. Viewing a property

If you have found accommodation, you should have a look at it first. The difficult word for this is: Viewing.

– Before the viewing, you must find out whether the landlord or landlady will be able to understand you. In other words: whether he or she speaks a language you understand. Ask beforehand which languages the landlord or landlady speaks. Or go with someone who can interpret for you.

– The landlord or landlady will want to know more about you. For example: if you are employed and earning money, if you receive benefits from the social welfare office. The landlord or landlady will also want to know whether you have any debts. Information about this is provided by the Schufa “credit investigation company”.
– Schufa collects a lot of information from people. You can request a Schufa credit rating every year. You don’t usually have to pay for it. A free credit rating may be enough for the landlord or landlady. It is best to discuss this with the landlord or landlady. Ask for help if you do not understand something.

– You will need to provide the landlord or landlady with various documents. Take these documents with you for inspection:
  – Your Subsidised housing entitlement certificate from the Housing Office. The application for the Subsidised housing entitlement certificate from the Housing Office can be found online here: https://bit.ly/2pt94R4
  – Proof of your income. For example: your payslip. This is a document that says how much you earn at work.
  – Evidence of social benefits from the social welfare office. In other words: a document that says how much money you receive from the social welfare office or the job centre.
  – Talk to the landlord or landlady about all the things that are important to you. Also, if you have questions or do not understand something, tell the landlord or landlady.
  – The first impression is very important. Present yourself in the best possible way! Dress well. Be punctual.
3. Transfer fee for previous tenant’s fixtures and fittings

Sometimes the previous tenant will ask you for money for items that will remain in the property.
For example:
– for the kitchen.
– or for furniture.

This is called: Fixture and fittings transfer fee. If you pay the fee, you can keep the items.

Important:
talk to the previous tenant about the transfer fee beforehand. The transfer fee must be reasonable.
In other words: the amount must not be too high. You should not pay the transfer fee before you have signed the rental contract.

Tip: make a contract for the sale. Write on a piece of paper:
– Your name and the previous tenant’s name
– Which items you are buying.
– When you are buying the items.
– How much you are paying for the items.
– And state that you will only buy the items after you have moved into the property
Both of you should sign the paper when it is ready. At a later date, this will allow you to prove: I paid for these items. I am legally entitled to keep these items.

Important:
If you receive money from the social welfare office or job centre, before you buy the items you can ask whether they will pay all or part of the transfer fee for you. If you do not have any furniture, you can fill out an application to get help with furnishing the accommodation.

More information about this application can be found on page 16.
More information from the job centre is available online at: http://bit.ly/2o4KvJO
4. Rental contract

Before you move into an apartment or house, you must sign a rental contract. This is a contract with the landlord or landlady.

Please always use a written rental contract. So that you can always check what you have agreed with the landlord or landlady.

There are always 2 copies of the rental contract:
– 1 contract is for you.
– 1 contract is for the landlord or landlady.

Important:
You must sign the rental contract. To do this you will have to make an appointment with the landlord or landlady. Or the landlord or landlady will send you the contract by post.

Important:
For couples, we recommend that both partners sign. After that, the landlord or landlady also has to sign the contract. The rental contract is not valid until it has been signed by both you and the landlord or landlady.
Please note:
Read the rental contract carefully before you sign it. Only sign the rental contract when you are sure you have fully understood its contents. If you only understand a little bit of German you should have someone translate the contract for you. If you do not understand something, find someone to explain it to you.

The following places can help with this:
- The Cologne Tenants’ Association: https://bit.ly/2QM3yFL
- or the Consumer Advice Centre: http://bit.ly/2Nc2wRc

If you sign the rental contract, then you are the tenant. In other words: You can now move into the property and live there.

You will then have special rights and obligations. In other words: There are things you are allowed to do on the property. And, there are things that you are not allowed to do. These are listed in the rental contract.

Important:
Some things are not taken care of by the landlord or landlady. You are responsible for doing these things yourself:
- Registering with an electricity provider
- Registering with a gas provider
- Registering with an internet provider
5. The rental contract includes information on:

- **Which property you are renting.**
  And, **which areas or rooms** belong to it.
  For example: The apartment on the first floor on the right hand side. This includes: 3 rooms, kitchen, corridor, bathroom and basement.

- **When you can move into the property.**
  This is called: **The start of the tenancy.**

- **How much the property costs per month.**
  The **rent** includes:
  1. **Basic rent**
     Basic rent is: The rent **without additional costs.**

  2. **Additional costs**
     These are extra costs for
     - Water
     - Waste
     - Street cleaning
     - The caretaker
     - And other things that you have to pay for.
     The rent including additional costs is called: **Rent exclusive of heating**

3. **Heating costs for central heating**
   Some costs are **charged annually**
   For example: The **heating costs.**
   The costs are based on how much you **use.**
   The best solution is to ask for a copy of the **last bill.**
When you rent a property, you will usually have to pay a **deposit** in advance.

A deposit is an amount of money to be provided by the tenant. The money acts as **security** for the landlord or landlady. The landlord is entitled to use this money to pay for **damages** to the property. For example:

- If you break something in the property.
- If the landlord or landlady has to make repairs to the property.

**Important:**
You should not pay the **deposit** before you **sign the rental contract**.

If you leave the property in the same state as when you moved in, the full deposit will be returned to you after you move out.

More information about this can be found on page 18.

More information about the deposit is available online at: http://bit.ly/2LI66n
– **Your rights and obligations.**
   In other words: What you are **allowed to do** in the property. And, things that you are **required to do** when living in the property.

   For example:
   – How much you must pay for the accommodation.
   – Whether pets are allowed in the property.
   – Whether or not you are required to paint the property.

– **The landlord or landlady’s rights and obligations.**
   For example: Any work that still has to be done by the landlord or landlady so that the property is ready and you are able to move in.

   This is called: **Repairing defects.**
   In other words: The landlord or landlady still has to make repairs to the property.

**Important:**
The landlord or landlady must **write down all defects.**
The landlord must **repair all defects before you move in.**
6. Points to check in the rental contract:

- **How long is the rental contract for?**
  The rental contract is, in principle, **open-ended**. Open-ended means: The contract is valid until you or the landlord end the contract. It is only in some cases that the rental contract can be **limited**. Limited means: The contract is only valid for a certain period of time.

  Pay attention to:
  Should a **waiver of notice** be agreed?
  More information on this topic can be found on page 31 (Section: Waiver of notice).

- **Will the rent be increased?**
  Sometimes the landlord or landlady will increase the rent after a certain time.

  There are **3 types of rent increase:**

  1. **Graduated rent**
     which means: **Initially** you pay less rent. **Later on**, you will have to pay more rent.

  2. **Modernisation**
     Sometimes the rent increases when the landlord or landlady renovates the property.
     For example:
     - If he or she renews the heating system.
     - Or installs new windows.
     In these cases the rent can be increased!
3. Adjustment to local rent
In other words: You are required to pay more rent because the rental rates in the rest of the neighborhood are higher. The rent is raised to the local rental rate.

Important
Any rent increase must be in writing. Seek advice if anything seems strange to you.

7. Property handover checklist

Before you move in, make a property handover checklist. This is a document that describes what the property looked like before you moved in. In other words: The state of the property. For example: Whether the walls were freshly painted.

The following information must be included in the property handover checklist:
– What is the tenant’s name?
– What is the landlord or landlady’s name?
– When is the tenant moving into the property?
– What is the state of the property?
  In other words: Is the property in good condition? Or is there any damage that needs to be repaired?
– How many sets of keys did you receive?
– What are the electricity and water meter readings? The meter reading shows you how much electricity and water you have used.
Important:
The must be **signed** by you and the landlord or landlady. Please store the checklist in a safe place. You can find more information about the property handover checklist online at: https://bit.ly/2xCHSUq

8. Landlord registration certificate

**Lessee** is another word for: Landlord or landlady. You will receive the landlord registration certificate from your landlord or landlady. This document confirms that you are renting the accommodation.

You will need this certificate for the registration office. You must re-register your address at a customer centre within 2 weeks.

Re-registration means: You are required to inform the customer centre that you have moved and now have a new address.

You must also submit the original landlord registration certificate. And, you must bring your identification documents with you!

The customer centre will then issue you with a confirmation that you are registered and living at that address.

The addresses and opening times of your local customer centre can be found online at: http://bit.ly/2wjzjwp
9. Do you receive benefits from the Social welfare office or the job centre?

Then you are not allowed to sign a rental contract until you have the necessary papers from the Social welfare office or job centre. You must take the following steps if you are currently receiving benefits from the Social welfare office or the job centre:

1. Ask your landlord or landlady for a rental offer. This is a document listing all the relevant information about your accommodation. The rental offer includes: Which property you would like to rent. And how much you will pay.

2. Submit the rental offer to the social welfare office or job centre. The social welfare office will review the rental offer. If everything is in order, the social welfare office will pay your rent. In return, you will receive a written confirmation. The written confirmation is called: Certificate of cost transfer. The certificate states that the social welfare office will assume the costs of your rent. More information from the job centre: https://bit.ly/2BAQdMV

3. Sometimes, the social welfare office may even pay your deposit. In other words:
   - If you receive benefits from the social welfare office or the job centre, submit an application for the deposit at the City of Cologne Specialist Department for Accommodation.
   - If you are receiving support as an asylum seeker, go to your social welfare office.
   - You will have to make a contract with the City of Cologne. Then the city will give the landlord or landlady the money for the deposit. You will be required to pay back the deposit amount in small instalments.
More information about the **Specialist Department for Accommodation** is available online at:
To do this, you will require a **Certificate of cost transfer**. If the City of Cologne covers your deposit, you will receive a **deposit certificate** from the relevant office. The certificate states that the office will pay your **deposit**.

4. Go to your landlord or landlady with both **certificates**. You can only **sign the rental contract** after submitting these documents.

**Important:**
Only sign the rental contract once you have obtained all the certificates from the relevant offices:
- The **Certificate of cost transfer**.
- and the **deposit certificate**.
In other words: Not until you are sure that the authorities will pay your rent and deposit.

5. Once you have signed the rental contract: Make a **copy of your rental contract**.

6. Submit the **copy to the social welfare office** or the **job centre**.

7. Then you can submit an **application for help with furnishing** your accommodation. In other words: You are applying to the authorities for **money for furniture**. And other essential items you’ll need when moving
8. You can also ask for help if the property needs to be renovated before moving in. Ask for advice at your social welfare office or job centre before moving in.

9. You must present proof of the heating costs for your accommodation to the social welfare office or job centre.

10. You must report all changes to your accommodation costs to the social welfare office or job centre.
For example: If you have to pay more for your heating.

PLEASE NOTE:
Always forward copies!
Keep the original documents for your records!

Searching for accommodation
II. Living in Cologne

It is important to be on good terms with your landlord or landlady and your neighbours. To do this, you need to know your rights and obligations as a tenant. In other words: You should be informed about

- what you are allowed to do when living in the property.
  For example: whether pets are allowed in your accommodation.
- and the things that you are required to do as a tenant.
  For example: Whether you will need to clean the stairwell.

This information can be found in your rental contract.

Please note:
Always be considerate of others. Don’t do anything that might disturb your neighbours. For example: Don’t listen to loud music at night.

Do you have any questions about this? You can find help here:
- Cologne Tenants’ Association
  If you are having legal problems.
- Consumer Advice Centre

At the end of the information booklet you can find an overview of where you can get help.
1. House rules

The rental contract states your rights and obligations.

You can find more information about this on page 23 (Section: Rental contract).

The rental contract often includes a set of House rules. The House rules determine your rights and obligations when living on the property. For example:

- **Quiet hours** in the property
- **Rules for communal areas**
  - Who may use communal areas. Who is responsible for cleaning these areas. For example: The basement, stairwell and other areas.

Everyone is obliged to comply with the House rules. The house rules help to ensure that everyone lives peacefully and comfortably together.

The House rules can help you, for example: If you feel you’re being disturbed. For example: Because your neighbour is very noisy at night.

Ask the neighbour to change their behaviour. Remind the neighbour of the House rules. In an emergency, talk to your landlord or landlady.

More information about the House rules is available online at: http://bit.ly/2N8wTrB
2. Costs

These are the charges you must pay every month:
- **Rent** for your accommodation
- **Costs** for heating and hot water
- **Additional costs** or: **operating costs**. These are extra costs. For example:
  For cold water or waste disposal.

More information about **additional costs** is available online at: http://bit.ly/2w9sQVz

The **additional costs** must be paid in addition to your rent. Usually, you have to pay a **fixed amount every month**. The **costs** are then calculated by the landlord or landlady **once a year**.

After this, you will either **receive a refund**: if you have **used less** utilities than the fixed amounts you paid. Or, you will have to **pay extra**: if you have **used more** utilities than the fixed amounts you paid.

**Important:**
You must submit the **final annual statement** if you are receiving benefits from the **social welfare office** or the **job centre**.

**Caution:**
If you overuse the heating, you may have to **pay extra**. The relevant office will only cover the costs if they are **reasonable**.

**Reasonable** means: Do not heat your accommodation to above 22 degrees. You can find more information about **heating** online at: https://bit.ly/2o5BCPZ
3. Your rights and obligations as a tenant

Once you sign the rental contract, you are entitled to use the accommodation. However, the property does not belong to you. That’s why it is important to be careful with your accommodation.

You must take care of and safeguard the property.

This means:

- You must avoid any damage. If you break something, liability insurance can help.
  More information about liability insurance is available online at: http://bit.ly/2Nc2wRc

- Any damage must be reported to the landlord or landlady immediately. This is to ensure that the damage can be repaired quickly. For example: In the event of water damage or broken windows.

- You are only required to renovate the accommodation if this is stated in the rental contract.

- You may not modify or convert the property without approval from the landlord or landlady. For example: Replacing the bathtub with a shower. If you are unsure, ask your landlord or landlady if you need permission.

Important:
You are allowed to make changes to your accommodation. For example:
To put a new carpet on the floor.
– You must **avoid mould**. This is what you have to do to prevent mould in your accommodation:
  – Open the windows several times a day for a few minutes. Even in winter.
  – Ventilate the rooms where you **dry your clothes**.

More information about mould and ventilation is available online at: http://bit.ly/2P00cx5

### 4. Rights and obligations of the landlord or landlady

The landlord or landlady also has **obligations**.

For example:
They must hand over the property to you in good condition so that you can live in it without any problems.
In other words:
  – The property must be **undamaged**.
  – The property must be **dry**.
  – The **heating** must be in working order.

They are responsible for repairing damage to the property.
For example:
  – If you have water damage.
  – Or if the windows are broken.

They must allow your **family** to live with you. For example: Your children.
5. Visitors and subtenants

You may have **visitors** in your accommodation. You **do not need permission** from the landlord or landlady. However, you are required to speak to the landlord or landlady when other people **move in** with you. For example:
- Your husband
- Your wife
- Or other members of your family.

The landlord or landlady is obliged to give permission if the property is **big enough**. The landlord or landlady can only say **NO** if the property is **too small**.

You can get further assistance from the City of Cologne Customer Centre. For example: If your landlord or landlady **does not let your family move in**. Or if they **do not provide you with a certificate** to confirm their approval. Then please go to a **Customer Centre** in Cologne.

You need the permission of the landlord or landlady, **within 8 weeks at the latest**, if people move in with you who **do not belong to your family**. For example: Friends or other people.

**Exception:**
If you sublet the property, then the landlord or landlady must always agree **in advance**.

**Important:**
If you **receive benefits from the authorities** then you must tell the relevant office that other people are moving in with you. For example: For example, the **social welfare office** or the **job centre**.
6. Waste

You are responsible for removing waste from your accommodation. And you are also responsible for correctly separating the waste.

There will be 3 waste bins at the property for

1. Plastic
   For example: Packaging.
2. Paper
   For example: Newspapers.
3. Residual waste.
   For example: Food leftovers.

The waste collection department collects the waste regularly. In Cologne, this is the responsibility of AWB. You can find more information online at:
www.awbkoeln.de/service/downloads/handzetel-in-fremdsprachen/
www.awbkoeln.de/richtig-muell-trennen/

Living

Quiet times
Reporting damages
Saving energy
Separating waste
Registering other persons
Ventilation
WERTSTOFFSAMMLUNG FÜR KÖLN
KLEINER TRENNHHELFER

In die Restmüll-Tonne sollten heute keine Abfälle mehr geworfen werden, die sich wiederverwerten lassen. Denn wer Abfälle konsequent trennt, leisten nicht nur einen wertvollen Beitrag zu Umwelt- und Ressourcenschutz, sondern kann dadurch auch Gebühren sparen. Jeder Haushalt in Köln besitzt einen Graue Tonne für den Restmüll. Daneben gibt es Behälter für Papier/Pappe (Blauer Tonne), für Verpackungen/Wertstoffe aus Kunststoffen und Metallen (Wertstofftonne) sowie für Küchen-/Grünabfälle (Biotonne).

Machen Sie mit, schützen Sie unsere Umwelt: Trennen Sie Ihren Müll!

Was mit Ihren Abfällen passiert, warum trennen sinnvoll ist und was genau wo hinein gehört: Die AWB Erklärvideos finden Sie im YouTube Kanal der AWB und auf der Website www.awbkoeln.de/richtig-trennen oder scannen Sie einfach den QR-Code:

DAS DARF IN DIE BIOTONNE:

SPEISERESTE, KÜCHEN- UND GRÜNABFÄLLE

Blumen, Brotreste, Eierschalen, Gartenabfälle (auch Rasenschnitt), Kaffeesatz samt Filter, Küchenabfälle wie Schalen und Reste von Obst und Gemüse, Laub, Grünpflanzenabfälle und Reisig, alte Lebensmittel (ohne Verpackung), Speisereste (auch gekocht*), Teeblätter und Teebeutel

* Die Entsorgung von gekochten Lebensmitteln und Küchenabfällen über die Biotonne ist ein Angebot, das nur für private Haushalte gilt.

TIPPS FÜR DIE NUTZUNG DER BIOTONNE

• Wickeln Sie feuchte Küchenabfälle in Zeitungs- oder Küchenpapier ein.
• Die im Handel erhältlichen Folienbeutel für Biomüll dürfen nicht in die Biotonne, da sie sich zu langsam zersetzen und den Kompostierungsprozess erheblich belasten.
• Legen Sie den Tonnenboden mit Zeitungs- oder Küchenpapier, um lästige Verschmutzungen zu verhindern.
DAS DARF IN DIE WERTSTOFF-TONNE:

KUNSTSTOFFABFÄLLE

- Geschäumte Verpackungen (zum Beispiel Schalen für Obst und Gemüse), Folien, Kunststoffbecher (zum Beispiel Joghurt- und Margarinebecher), Kunststoff-Eimer, Kunststoff-Flaschen (zum Beispiel für Spül-, Wasch-, Körperpflegemittel), Milch- und Saftkartons, Plastiktüten, Tuben oder Styropor

METALLABFÄLLE

- Alu-Schalen, -Deckel und -Folien, Besteck, Bratpfannen, Drahtbügel, Konserven- und Getränkedosen, Kronkorken, Metallverpackungen (zum Beispiel für Körperpflegemittel), Schrauben, Töpfe, Verschlüsse von Flaschen und Gläsern sowie Werkzeug

DAS DARF IN DIE BLAUE TONNE:

PAPIER UND PAPPE

- Druckerpapier, Illustrierte, Kartons (zerkleinert), Kataloge, Pappschachteln, Zeitschriften und Zeitungen

DAS DARF IN DIE GRAUE TONNE:

- Asche, Glas- und Porzellanbruch, Gummi, kleine Holzabfälle, Hygieneerzeugnisse, Katzenstreu, Kehricht, Medikamente, Staubsaugerbeutel, Tapetenreste, Windeln und Zigarettenkippen

Gerne helfen Ihnen die AWB-Mitarbeiter bei Fragen rund um die Abfalltrennung weiter:
- Unser Kunden-Service: Tel.: 02 21/9 22 22 24, E-Mail: kundenberatung@awbkoeln.de
- Besuchen Sie uns auf unserer Homepage: www.awbkoeln.de
III. Moving out

There are many things to consider when you decide to move out of your accommodation. We have listed the most important points for you here:

1. How do I cancel my rental contract?
   – Before you give notice that you want to leave your accommodation, please speak to your case advisor if you are receiving benefits from the authorities. For example: Social benefits or other benefits from the social welfare office.

   – You must give notice in writing. You cannot send a fax or email. You must hand in the letter of notice in person. Or send it by post to the landlord or landlady.

Our tip:
Send the notice letter by registered mail. Please ask a member of staff at the Post Office about registered mail.

Important:
You must sign the notice letter. Only then is the termination of your rental contract valid.

If several tenants want to move out, it is not enough if only 1 person signs. The notice letter must be signed by all tenants who listed on the rental contract and wish to terminate their contract.
What should be included in the notice of cancellation letter?

We have made a template for a notice letter. The template includes all the important wording required for a letter notifying of the termination of a rental contract. You can download the rental contract termination notice template online at: https://bit.ly/2MsoOSp

You can use this template to assist you with your notice letter. Print the template. Fill out the notice letter. Sign the notice letter.

Give the notice letter to your landlord or landlady in person. Or send the letter by mail.

When can I cancel my rental contract?

There are periods during which you are permitted to give notice. The word for this is: Notice period. The legal notice period is 3 months.

This means, for example: If you want to move out on 30th March, you have to hand in your notice at the beginning of January. This gives the landlord or landlady 3 months to find a new tenant.

Important:
In the 1st month, the landlord or landlady must receive your notice by the 3rd working day of the month. You may then move out the month after next. This is stated in the Civil Code in section 573c.
Exception:
The legal notice period for terminating a rental contract does not apply if the rental contract states otherwise.

Please first check your rental contract: Sometimes a waiver of termination is agreed in the rental contract. This means: You are not allowed to terminate your rental agreement at all.

The law states:
A waiver of termination is permitted. However, the waiver of termination may last a maximum of 4 years. After 4 years you can terminate the rental contract.

Sometimes a fixed-term rental contract is offered. In other words: The rental contract is only valid for a specific period of time. After that you will have to have a new rental contract. Or you will have to move out of the property.

If you have any questions or problems, please do not hesitate to ask for help. For example: From a lawyer or advice centre.

Sometimes you can bypass the notice period: If you find a new tenant. Sometimes you may even be able to terminate your rental contract earlier. And move out of the property earlier.
Important:
The landlord or landlady must approve of the new tenant.
If the landlord or landlady does not approve, you may not terminate the contract earlier.
You are not entitled to early termination.

Do I need a reason to cancel my rental contract?
No. You do not need to provide any reasons why you wish to move out. If you follow all the rules, you may terminate the rental contract without a reason.

You only need to provide a reason for termination if you want to move out earlier. Or if you do not comply with the notice period. However, in such cases, very few reasons are valid. Please seek advice.

For example:
If you want to move out of the property sooner. Or if you are unable to comply with the notice period.
2. What I do need to do after cancelling?

– Please contact your landlord or landlady before the end of the notice period. You must discuss the property handover with your landlord or landlady.

For example:
When would you like to move out?
When will you be returning the keys?

– You must allow viewings:
In other words: Before other people rent the accommodation, they usually want to see it. Even if you are still living in the property. You must allow viewings to take place. You must make time for the viewings. You are required to show prospective tenants your accommodation.

The courts have ruled that:
You must allow at least one visit per week.

Important:
Prospective tenants are not allowed to view the property whenever they like. They must give you notice and schedule an appointment with you.
3. What do I need do before moving out?

- **Changes to the property:**
  You must leave the property in the same state that it was given to you.

  This means:
  You must remove everything that you have installed in the property before you move out.

  For example:
  Fixtures and fittings, such as a fitted kitchen or a new floor.

**Exception:**
If the landlord or landlady agrees, the items can remain in the property.

**Important:**
Please request **written permission** for this. You can also **sell** the items to the next tenant. In other words: You leave the items on the property. The new tenant will pay you for the items. This is called: **Fixture and fittings transfer fee**.

More information about the fixture and fittings transfer fee can be found on page 7 (Section: Fixture and fittings transfer fee)
Important:
This should also be agreed in writing. Write down exactly what items you will be selling to the next tenant. Confirm the sale of the items with both of your signatures!

Repairs and renovations:
In principle, the following applies: You don’t have to renovate when you move out. You are only required to renovate your accommodation if: This is stated in your rental contract and is legally valid. Or if you leave the property in a damaged state.

Before you move out, please check:
– The contents of your rental contract with regard to: Renovation.
– And whether the property has been renovated since you moved in.
   More information about renovation is available online at: http://bit.ly/2PzUh39

– If you have painted any walls in bright colours, you must repaint these walls white before you move out. Unless the landlord agrees the changes.
- **Vacating the property**
  The property must be **completely cleared** when it is handed over. This means: All rooms must be empty.
  This also includes:
  - The basement
  - Storage room
  - and any other storage areas.

Please dispose of any **large, bulky waste** promptly! To do this, you will have to **make an appointment**. The waste collection department will come to pick up your large and bulky waste.

You can find more information about large, bulky waste online at: https://bit.ly/2BHaikF

The property must be **tidy and swept clean** when it is handed over. In other words: You are required to clean all the rooms before you move out. This is to ensure that the property is **clean** when it is handed over.
4. What do I need to think about during the handover?

- **Make an appointment:**
  Please make an appointment to **hand over property** with your landlord or landlady well in advance.

  At the latest, you must hand over the property on the **last day of the notice period**. You may also hand over the property earlier. For example: If you want to move out earlier.

- **Witness or accompanying person:**
  Take a **witness with you to the handover appointment**. In other words, an accompanying person who can assist you. So that the witness can help you in an emergency. For example, if the landlord or landlady later claims that: You left the property in a damaged state. You have to pay for additional costs. In this case, the witness can say: I saw the property before the handover. I can confirm that the property was in good condition. I can prove that the landlord or landlady is lying.

**Important:**

The witness **must not be a party to the contract**. In other words, it cannot be a person who is included in the rental contract. For example: A fellow tenant or flatmate.
- **Handover checklist:**
  The **condition** of the property will be inspected at the time of the handover. This means: You must show the landlord or landlady the empty property. The landlord or landlady then decides if everything is order. Whether or not there is anything else you need to do. For example: Cleaning or tidying up.

  Always write a **handover checklist**. This is a document that states: I handed the property over in a vacant and clean state. The landlord or landlady accepts the property is handed over in the same condition it was in on the date I moved in.

  **Important:**
  - You must write down the **date of the handover**.
  - The handover checklist must be signed by you and the landlord or landlady.

  **At a later date, this will allow you to prove:**
  I followed all the rules when I moved out. I handed over the property in a tidy condition.

  **TIP:**
  Photograph the rooms before you move out. Ideally, when all rooms are empty.

- **Damages:**
  If the tenant damages the property, the landlord or landlady can request **repairs** or **replacement**. In this case, it is important to have **liability insurance**. Liability insurance covers damages of this type.

  More information about liability insurance is available online at: http://bit.ly/2Nc2wRc
Important:
Signs of wear and use are not damage. Signs of wear means: When you can see that an object has been used. Signs of wear include, for example: Scratches on the floor. This does not count as damage. The tenant is not responsible for repairing or paying for this kind of damage.

– Meter readings
If you live in a property, you need electricity, water and heating. When you move out, you need to check the electricity, water and heating readings.

To do this, there are devices in every property that will measure your use of utilities. In other words: These devices indicate exactly how much electricity, water and heating you used. This is called: Meter reading.

You must take the following steps before you move out:
1. Check the meter readings on the devices.
2. Include the meter readings in the handover checklist.
This is to ensure that the landlord or landlady knows: How much you have used and how much you have to pay. And, the date from which the new tenant will be responsible for payment.

Note:
Sometimes you may not be able to take the meter readings yourself. In this case you will have to make an appointment with the energy supplier. For example: With the company that supplies your energy. The company will need to check the meter readings.
- **Property keys:**
  When you return the keys when you move out, please make sure to **confirm this in writing**. In other words:
  Write in the property handover checklist that the landlord or landlady received the keys from you.

**Important:**
Only sign the checklist if you are sure that EVERYTHING in the checklist is correct.
Please ask for help if you have any questions or problems.
For example: If you do not understand something. Or, if any information in the checklist is incorrect.

In this case, you do not have to sign the checklist. However, you must give the landlord or landlady all the keys to the property before you move out and the rental contract ends.

You can find more information about the property handover checklist online at: https://bit.ly/2xCHSUq
5. What do I need to think about when moving in?

- Please make arrangements for help with moving in advance.
  For example: Ask anyone who can help you move well in advance.

- If you do not want to carry out the move yourself, call a removal company well in advance.

- Our tip:
  If you want to use a removal company, it is best to move during these times: Between the **6th to 13th** and **18th to 24th of the month**. This is when removal companies offer their cheapest prices.

- **Important**: If you receive benefits from the social welfare office or the job centre please make sure to seek advice well in advance.

- If you have bulky waste to dispose of, call the AWB well in advance. It is best to make an appointment a few weeks in advance.

You can find more information about large or bulky waste online at: https://bit.ly/2N31mXv
– You will need to **re-register** at the Customer Center: In other words: You must register with the authorities whenever you move and have a new address. To do this, please go to your local registration office in your new area.

– **Important:**
You must re-register your **children** at their school or kindergarten. In other words: You must declare, that you are moving and have a new address.

– You must cancel your **standing order** with your bank.
For example: If you have arranged a standing order to pay your bills:
  – For your **rent**
  – For your **electricity**
  – For your **telephone**

– You must inform the following about your new address:
For example:
  – Your **bank**
  – The **tax office**
  – The **job centre**
  – Your **insurance company**
  – Your **doctor**
– You should also submit a **forwarding request** to the **post office**. In other words: You need to declare at the post office that you have a new address. If someone sends a letter to your old address, the post office can send the letter to your new address.

– You can find the **forwarding request application form** online at: http://bit.ly/2BCOFSM

– You must register with the **utility companies**. For example:
  – **Register with the electricity company** at your new address.

6. What do I need to think about with regard to the deposit?

When you rent a property, you will have to pay a **deposit** in advance. The deposit is an **amount of money paid by the tenant**. The money is a security for the landlord or landlady. The landlord is entitled to use this money to pay for **damages** to the property.

For example:
In case you break something in the property. And, the landlord or landlady has to repair the property as a result. The landlord is entitled to use this money to pay to repair damages to the property. After this, **your deposit will be returned**, minus these costs:
**Important:** If the property has been handed over in good condition then your deposit will be returned in full.

**Please note:**
The landlord or landlady has 6 months to return the deposit.
You are not entitled to ask the landlord or landlady to return the deposit any earlier.

**Moving out**

- Searching for new accommodation
- Ask the job centre
- Giving notice on your old apartment
- Remember deadlines
- Schedule and allow viewings
- Photograph damages
- Arrange witnesses
- Return all keys
Help online:
- You can find more information about searching for accommodation online at: https://bit.ly/2Mqh2sn
- The application for the Subsidised housing certificate from the Housing Office can be found online here: https://bit.ly/2pt94R4
- You can find more information about the property handover checklist online at: https://bit.ly/2xCHSUq
- The addresses and opening times of your local customer centre can be found online at: http://bit.ly/2wjzjwp
- More information about the Specialist Department for Accommodation is available online at: http://bit.ly/2OUjGTG
- More information about the deposit process is available online at: http://bit.ly/2LlI66n
- More information about House rules is available online at: http://bit.ly/2N8wTrB
- More information about additional costs is available online at: http://bit.ly/2w9sQVz
- More information about heating is available online at: https://bit.ly/2o5BCPZ
- More information about liability insurance is available online at: http://bit.ly/2Nc2wRc
- More information about mould and ventilation is available online at: http://bit.ly/2P00cx5
- More information about waste separation is available online at: https://bit.ly/2BHaiKF
- You can download the rental contract termination notice template online at: https://bit.ly/2MsOSp
- More information about renovation is available online at: http://bit.ly/2PzUh39
- You can find more information about large or bulky waste online at: https://bit.ly/2N31mXv
- You can find the forwarding request application form online at: http://bit.ly/2BCOFSM
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