


	<b>Regulation</b> <b>on the functioning of the student dormitories of the</b> <b>Technical University of Moldova</b>	<b>Code: REG-0-FCS</b>
		<b>1st edition</b>
		<b>Revision 1</b>

**APPROVED AT TUM SENATE MEETING  
OF 27.06.2017, MINUTES NO. 10**


**AMENDMENT APPROVED  
AT TUM SENATE MEETING  
OF 25.09.2018, MINUTES NO 2**

# **REGULATION ON THE FUNCTIONING OF STUDENT DORMITORIES OF TECHNICAL UNIVERSITY OF MOLDOVA**

	<p align="center"><b>Regulation</b>  <b>on the functioning of the student dormitories of the</b>  <b>Technical University of Moldova</b></p>	<b>Code: REG-0-FCS</b>
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## I. GENERAL PROVISIONS

1. The dormitories are units under the administration and use of the Technical University of Moldova (hereinafter the University), in mun. Chisinau, in which living and study conditions are provided for students, master students, doctoral students, auditors of the advanced training courses, with permanent residence outside the mun. Chisinau.
2. Within the limit of available places, the University employees, in case of lack of a permanent place to live in Chisinau, may benefit from a place (room) in the TUM dormitories, under the lease contract, concluded for the duration of the work activity, but not more than 2 (two) years.
3. Married students, master students, doctoral students (both students, master students, doctoral students in full-time education) may be granted on request a room within the limit of available places in the University dormitories. If one of the spouses is not studying at the University, he/she can be accommodated only with the approval of the University's Administrative Council and upon payment of the full accommodation fee.
4. Foreign students, master students, PhD students, enrolled on the basis of bilateral agreements, benefit, upon request, of a place in the University dormitories outside the competition.
5. The sanitary rules (6 m<sup>2</sup> for one person) must be complied with when accommodating the tenants, but additional accommodation is accepted with the agreement of the tenants and at their request.
6. The living quarters (rooms) in the University dormitories shall be equipped according to the following minimum standards:
  - a) 1 bed with mattress/person;
  - b) 1 compartment/ward/room;
  - c) 1 table/room;
  - d) 1 chair/person;
  - e) 1 bedside table/person;
  - f) 1 card/person.
7. In order to ensure living, study and recreational conditions, the University dormitories are equipped with the following auxiliary spaces for common use:
  - a) kitchen;
  - b) reading room;
  - c) computer room;
  - d) bathroom, sink, WC;
  - e) recreation/sports hall
  - f) phone;


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g) other possibilities.

8. The University is obliged to equip the auxiliary premises for common use with a minimum of inventory and necessary equipment, according to the rules in force.
9. The University dormitory blocks, the equipment and inventory made available to the tenants constitute state property.
10. The use of habitable rooms in the dormitories for commercial activities or any other activities outside the educational process is prohibited. The renting out of rooms other than for living purposes, not used in the running of the dormitories, is allowed with the consent of the University's Strategic Institutional Development Council (hereinafter referred to as the SIDC).

## **II. ACCOMMODATION IN UNIVERSITY DORMITORIES**


11. For the purpose of distributing the accommodation space in the University dormitories, special accommodation committees are set up by faculties. Within these committees, students and Master's students shall be represented in the proportion of 50 percent of the committee members. In the case of the types of tenants specified in points 2 and 25, the application for the allocation of accommodation space shall be examined by the Board of Trustees. In case of a favorable decision on accommodation, the Tenancy Contract, approved by the CDSI Resolution No. 13 of 15.07.2016, shall be concluded in accordance with the Law of RM No. 75 of 30.04.2015 on Housing. Likewise, the tenants will sign a declaration expressing their agreement to deduct from their salary the payments for rent and for the payment of communal and non-communal services (*Annex 1*).
12. The Faculty Accommodation Committee consists of:
  - ✓ President - Dean of the faculty;
  - ✓ members - the Vice-Dean for Social Affairs, the dormitory administrator, the president of the Faculty Student Council, the president of the Dormitory Tenants' Council and representatives of the Student Senate and the Student Union Council.
13. Applications for dormitory accommodation must be submitted to the Faculty Student Council by the end of April. Applicants for admission apply for accommodation in the dormitory at the same time as they apply for the entrance examination.
14. The constituted Accommodation Committees are obliged until the beginning of the summer session to analyze the applications for dormitory and to make public the preliminary accommodation lists of the persons who are provided with dormitory and the accommodation score. In calculating the accommodation score, the student's academic average in the winter session, family status and extra-curricular activities, as confirmed by supporting documents, are taken into account. From the accommodation score are deducted penalty points obtained for

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sanctions. From each academic group will be provided with dormitories the students with the maximum accommodation score within the limit of available places.

**15.** The Accommodation Committees will allocate places in the dormitory based on the following criteria:

- a) The student's academic average grade;
- b) Family status (points awarded):
  - student orphaned by both parents (10);
  - Student orphaned by one parent, parent deceased (0.9);
  - student with one parent, another parent disenfranchised (0.9);
  - first degree disabled student (10);
  - 2nd degree disabled student (0.9);
  - third degree disabled student (0.9);
  - student family (both are students at the University) (10);
  - a student from a family with both parents disabled 10);
  - student with a first-degree disabled parent (0.9);
  - student from a family with disabled parents (0.5);
  - student in family with 2 or more students (0.5);
  - student from family with 2 and more students at the University (10);
  - student in family with 3 or more children (0.5);
  - student from a family with veteran parents (0.3);
  - student from a family with retired parents (0.3);
  - student from a family with unemployed parents (0.1);
- c) Extra curricular activities (points awarded):
  - member of the repair team in the dormitory or study block (10);
  - Participant in national scientific conferences (1);
  - participant in scientific conferences at the University (0,5);
  - Participant in international scientific conferences (1,5);
  - member of university sports teams (0.5);
  - member of artistic and cultural teams and ensembles within the University (0,5);
  - member of student self-governing organizations and structures within the University (1,5);
  - Group monitor (0,4);
  - Group union organizer (0.4);


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- student with exemplary behavior throughout the academic year (0,3);
- the winners of the "best student room" competition (1).


d) Sanctions for living in the dorm in the previous academic year (low score):

- unsatisfactory sanitary conditions in the room (-5);
- irrational consumption of water, electricity and gas (-1);
- damage to property and installations (-10);
- deprived of the right to live in a hostel for the next year (-10);
- subletting the space received (-10);
- non-attendance at tenant council meetings (-1);
- use of unauthorized electrical wiring and installations (-1);
- smoking in the hostel (-1);
- disturbing the peace in the home (-1);
- consumption and possession of alcoholic beverages, toxic substances, drugs, narcotics (-10);
- using dorm rooms for unauthorized activities (-1);
- playing cards and other games of chance (-1);
- applying any form of physical and psychological violence (-10);
- irregular presence of foreigners (-1);
- violation of the provisions of these Regulations by the visitor (depending on the violation, the penalty score will be applied to the tenant to which he/she was visiting);
- irregular access to another room or dormitory (-1);
- recording and publication of information, images that offend the honor and dignity of the person (-1).

16. Until the beginning of the summer session, the Accommodation Committee must carry out the preliminary room allocation, where depending on the accommodation score, students choose the room where they wish to live next year. If the student by the end of the academic year violates these Regulations or fails the summer session, he/she loses his/her place in the dormitory.
17. The final decision on the allocation of places in the dormitories for students, master's and doctoral students of the current years will be taken after the end of the summer session (July). The decision on the allocation of places in the dormitories for students and master's students enrolled in the first year will be taken by August 20 and for doctoral students November 1 of the year of enrolment.
18. Students who are orphaned or left without parental care benefit from free accommodation in the dormitory for the duration of their studies.

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19. Sick and/or disabled tenants, who require a separate space in the dormitory, shall submit to the Accommodation Commission, in addition to the application, supporting documents issued (confirmed) by the University's medical care unit. On request, they will be allocated accommodation in the ground/first floor rooms of the dormitory.
20. The allocation of accommodation space in the dormitories under the University's subordination is carried out on the basis of the respective decision of the Accommodation Commission. Dormitory places are allocated for one academic year.
21. Tenants are issued with an accommodation voucher and a dormitory entry permit. The accommodation voucher is signed by the Dean of the Faculty and the President of the University Student Union Committee. The dormitory entrance permit is signed by the dormitory administrator.
22. After the minutes have been approved by the accommodation committees of the faculties, the accommodation vouchers for students, master's students and PhD students of the current years are printed at the beginning August.
23. The tenant and the University administration sign a tenancy agreement, which includes the rights and obligations of the parties, the terms of payment of the tenancy fee, etc. Each tenant is issued a tenancy agreement, specifying the number of rooms in the dormitory and the term for which he/she is assigned the room.
24. When staying in a hostel, the beneficiary is obliged to submit the following documents to the hostel administrator:
  - a) the accommodation voucher;
  - b) the lease signed by the tenant and the University administration;
  - c) student, master, doctoral student ID card;
  - d) the identity card, residence permit or, where applicable, the foreign national's national passport or travel document for stateless persons;
  - e) medical certificate;
  - f) the receipt for your accommodation in the dormitory;
  - g) marriage certificate (if applicable).
  - h) the order of employment in that institution or other educational institution (for employees).
25. It is allowed to accommodate other persons, pupils, students, master students, doctoral students, auditors of advanced training courses from other educational institutions and other categories of educational staff other than those indicated in item 1 of these Regulations, if there are available places, in coordination with the Board of Directors of the University. The accommodation of students from other educational institutions shall be on the basis of an exchange of places agreement between both institutions and the dormitory accommodation fee shall be equivalent to the University students, failing such agreement they shall pay the full dormitory living fee.

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26. Registration of tenants shall be carried out on the basis of the tenancy contract, the order on the allocation of the rental space in the manner established by the respective bodies and in accordance with the rules established for the registration of residence in the Republic of Moldova.
27. The lessee is not entitled to sublet or assign the tenancy.
28. In the event of transfer to another educational institution, the tenant loses the right to the living space in the University dormitory.
29. Students, master's and doctoral students are obliged to vacate the living space in the dormitory according to the provisions of the lease contract signed by the parties.
30. The property of the dormitory, given for individual use, is distributed to the tenants against signature. The persons who have been given the use of objects belonging to the dormitory shall be responsible for maintaining them in working order.
31. Students, master students and PhD students who:
  - a) have alienated the accommodation;
  - b) have unauthorizedly accommodated strangers in the rooms where they were staying;
  - c) consumed alcoholic beverages and narcotic substances;
  - d) were sanctioned in the previous academic year;
  - e) have committed any misbehavior in the dormitory.

### **III. UNIVERSITY DORMITORY MANAGEMENT BODIES**

32. The Rector of the University is responsible for the proper functioning and proper operation of the dormitories.
33. The University administration is obliged:
  - a) to allocate, in accordance with the law, the necessary financial means for the maintenance of the dormitories;
  - b) to scrap used machinery;
  - c) to repair the habitable and ancillary rooms, engineering communications and dormitory inventories;
  - d) to ensure, through contracts with the respective economic agents, the provision of communal services for the residents of the hostels;
  - e) to complete the staffing lists of the dormitories with the necessary staff, in accordance with the approved model statutes for the University.
34. The staff of the dormitory consists of the dormitory manager and auxiliary staff.
35. The dormitory administrator is appointed by the Rector of the University, according to the legislation in force.
36. The University Dormitory Administrator has the following duties:

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- a) accommodates persons in the dormitory, according to the decision of the Accommodation Committee, upon presentation of accommodation voucher;
- b) creates favorable conditions for living, studying and resting for the residents;
- c) distribute the inventory according to the established rules;
- d) ensures and verifies the maintenance of order in the dormitory and on the grounds of the dormitory, compliance with security and fire safety rules, according to the legislation in force;
- e) ensure that the room is vacated within the specified deadline in case of expulsion, graduation from the University, transfer to another educational institution or to part-time education, deprivation of the right to live in the dormitory;
- f) organizes the participation of tenants in works of improvement and maintenance of the dormitory rooms and grounds;
- g) settle disputes concerning problems of living in the dormitory.

**37.** In order to comply with the principles of self-administration, the Council of Tenants of the dormitories is constituted in the dormitories, which operates on the basis of the Regulation on the organization and functioning of the Councils of Tenants of the dormitories (*Annex 2*).


**38.** The decisions of the Council of Tenants are binding for all tenants.

#### **IV. RIGHTS AND OBLIGATIONS OF UNIVERSITY DORMITORY TENANTS**

**39.** University dorm residents have the right:

- a) to live in the assigned habitable room;
- b) to repair and refurbish the habitable room, but without changing its architecture and without claiming compensation;
- c) to use the rooms, equipment and inventory of the dormitory and to benefit from the communal services provided;
- d) request repair or replacement of worn inventory, engineering communications;
- e) elect and be elected to the Council of Tenants;
- f) to participate in the meetings of the Council of Tenants of the dormitory and to discuss issues related to the organization of living conditions in the dormitory;
- g) to report irregularities affecting hostel life to the Council of Tenants or the administrator;
- h) to express their disagreement with the decisions of the Council of Dormitory Tenants by lodging their complaints with the University administration;
  - i) participate in social, cultural and sporting activities;



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- j) to have access to information on the expenses incurred for the upkeep of the dormitory, other information related to the functioning of the dormitory;
- k) to turn to the dormitory administrator and/or the social pedagogue to settle or resolve disagreements with fellow students.


**40. Dorm residents are obligated:**

- a) to know and strictly respect the present Regulation, the internal rules of the dormitory;
- b) to dress and behave decently;
- c) to keep and maintain in exemplary order the premises inside and on the territory of the dormitory;
- d) to facilitate the inspection of the rooms by the hostel manager, the social pedagogue and the Council of Tenants;
- e) consume electricity, natural gas and water rationally;
- f) to pay the full payment for accommodation in the dormitory, calculated according to the legislation in force;
- g) not to cause material damage to the home;
- h) compensate, in the event of damage, for material damage to the dormitory;
  - i) to respect the rules of fire safety, correct use of electrical installations, gas, etc.;
  - j) to participate in public works in the dormitory;
- k) to vacate the place occupied on the appointed date and to hand over to the administrator of the dormitory the equipment and furniture temporarily used;
- l) not to possess or keep in the dormitory firearms, pneumatic weapons, edged weapons and self-defense weapons.

## **V. INCENTIVES AND SANCTIONS**

**41. Residents who show exemplary behavior, initiative in improving living and leisure conditions, ensure savings on water, natural gas and electricity consumption enjoy following incentives:**


- a) are guaranteed a place in the dormitory for the following academic year;
- b) are rewarded with cash prizes, valuables or merit certificates;
- c) they are thanked by order of the Rector of the University.

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42. Tenants who do not comply with the provisions of the Regulation shall be subject to the following sanctions, depending on seriousness and frequency of the violations:
- a) warning;
  - b) reprimanding;
  - c) eviction from the dormitory by the end of the academic year;
  - d) losing the right to live in the hostel for a certain period;
  - e) expulsion from the institution.
43. Sanctions are applied in accordance with the legislation in force. The sanctioning decision shall be taken in the presence of the student, master or doctoral student concerned. In case of disagreement with the sanction, the tenant may appeal the decision within 15 days from the application of the sanction to the Administrative Board. Appeals lodged with the University administration will be resolved within 15 days from the date of referral. Decisions following the examination of appeals are final.
44. The incentive and the application of sanctions are carried out on the basis of the decision of the University administration, at the proposal of the Council of Dormitory Tenants.

## **VI. RULES OF BEHAVIOR IN THE DORMITORY**


45. The free entrance to the University dormitories is allowed between 6<sup>00</sup> and 24<sup>00</sup>, during the other hours the dormitory door is locked and the access to the dormitory is ensured by the duty officer of the dormitory.
46. Foreign persons, except first-degree relatives of the residents, have access to the University dormitories between 10 a.m. and 10 p.m. on the basis of the identity card presented to the official on duty in the dormitory. For rest days - between 9<sup>00</sup> - 22<sup>00</sup>. The visiting hours may be modified depending on the study schedule of the students of the faculty with the majority number of places in the dormitory. The responsibility for the visitor's behavior rests with the tenant.
47. From 24<sup>00</sup>, the University's dormitories will be in special operating mode (maintaining order and quiet, exclusive lighting of common areas, etc.).
48. The University dormitories operate on the principles of partial self-care: tenants maintain order and cleanliness in their rooms, in the dormitory space, in common areas.
49. If a person has checked in, but is absent from the dormitory without good reason for more than 7 days, the other tenants are obligated to notify the dormitory administrator or the President of the Tenant Council to check in another student.

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- 50.** If the student is expelled from the dormitory, the dormitory fee is not refunded, in all other cases - it is refunded from the moment the inventory is returned and the student is vacated.
- 51.** In dormitories for students, master's students and PhD students it is forbidden:
- a) transfer, without the agreement of the Accommodation Committee, from one dormitory to another, from one room to another;
  - b) replacing the inventory of one room with that of another without the consent of the dormitory manager;
  - c) modification or repair of the electrical network, connection of additional lighting, heating, etc.;
  - d) smoking, consumption and possession of alcoholic beverages, toxic substances, drugs and narcotics;
  - e) using dorm rooms for unauthorized activities;
  - f) playing cards and other games of chance;
  - g) the application of all forms of physical and psychological violence;
  - h) access another room or dormitory irregularly;
  - i) recording and publication of information, images that offend personal honor and dignity.
- 52.** For the sessions and vacation periods, the dormitories' operating regime is different from the standard one:
- a) during vacations visitors are not allowed in the dormitory except for first-degree relatives;
  - b) visitors are not allowed in the dormitory during the session, except for first-degree relatives and classmates.

## **VII. FINAL PROVISIONS**


- 53.** During the summer vacation period, hostels can provide accommodation to different categories of applicants at rates cover the actual costs of a place to stay.
- 54.** The placement of recreational and food facilities for residents in the dormitory buildings is carried out by the University administration, in accordance with the law.
- 55.** The University staff, involved or with responsibilities in the accommodation of students, master's and doctoral students, who favor fictitious, illicit or foreign accommodation, will be held disciplinary, material or criminal liability, according to the legislation in force.

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*Annex 1*

**Methodology for calculating the accommodation fee for the premises occupied by the institution's employees and other categories of tenants in the TUM student dormitories and procedure for concluding lease contracts for the rooms in the TUM student dormitories**

1. The present Methodology is elaborated in accordance with the provisions of the Law of the Republic of Moldova no. 75 of 30.04.2015 on Housing, the Government Decision of the Republic of Moldova no. 99 of 30.01.2007 on accommodation fees in dormitories of state institutions of technical vocational, post-secondary, higher and science and innovation education (amended by Government Decision no. 230 of 14.04.2017) and the Regulation on the functioning of TUM student dormitories, approved by the TUM Senate Decision of 27.06.2017 (Minutes no. 10) and aims to apply a uniform mechanism for determining the amount of the accommodation fee in TUM dormitories.
2. In order to ensure a place to live, TUM employees who do not have a living space in the radius of mun. Chisinau, may benefit during their working hours from living space in dormitories (within the limit of available places), on the basis of a lease contract, concluded in accordance with the legal provisions in force. Exceptionally, the employees who have accommodation in dormitories (within the limit of available places) during the working period may also benefit from accommodation in dormitories (within the limit of available places). Chisinau, but for objective reasons are unable to live in the premises they own
3. *The fee for accommodation in UTM dormitories for employees* is the amount of rent for the accommodation space temporarily used for a maximum period of two years (provided there is an employment relationship), including the right of access common areas (kitchen, hallway, toilet).
4. The amount of the rent is calculated on the basis of the payment for 1 m<sup>2</sup> of total floor area and will include all additional expenses, such as the expenses for the current maintenance of the rented accommodation, the contribution to the capital repair of the building, the expenses for the current maintenance of the common rooms, etc. The calculation of the expenses includes:
  - a) personnel costs (Cp) - for labor remuneration, compulsory state social insurance contributions, compulsory health insurance premiums paid by employers within the country;

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- b) consumer expenditure<sup>1</sup> (Cc) on electricity, gas, heat, water and sewage, sanitation, telecommunications and postal services, purchase of household materials, cleaning materials, disinfecting and pest control, small valuables, furniture and tools, soft inventory and equipment, meters, computer and work, routine repairs to buildings, machinery and inventory, etc.
- c) development expenditure (Cd) - wear and tear of fixed assets, amortization of intangible assets, calculated at the end of the previous year).


The monthly accommodation fee will be calculated according to the following formula:

$$T = \frac{C_p + C_c + C_d}{12 * S}$$


5. The fee for 1m<sup>2</sup> is set annually by the TUM Strategic Institutional Development Board and approved by the TUM Senate. Exceptionally, for the year 2018, the fee will be set, effective September 1, 2018 through December 31, 2018. Additionally, the Lessee is obliged to make payment for drinking water and sewage disposal, heating, electricity supply, and other services rendered by the Lessor or the municipal and non-municipal service provider, according to the invoices submitted and according to the calculation methodology described in the Lease Agreement (*Annex Ia*).
6. For the purpose of social support of TUM employees, who apply for accommodation in TUM dormitories, the amount of rent will be calculated as follows: the payment for 6 m<sup>2</sup> (the norm of the living area) per person living together with the tenant will be established with a 90 percent discount from the tariff for 1 m<sup>2</sup>, and for the additional area over the norm area will be paid with a 70 percent discount from the tariff for 1 m<sup>2</sup>.
7. For other categories of tenants (who are not in an employment relationship with UTM) and who exceptionally benefit from rental space in UTM dormitories, the amount of rent will be calculated on the basis of the rate for 1 m<sup>2</sup> multiplied by the surface area they occupy.
8. The facilities indicated in point 6 of this Methodology will only be available to employees who will conclude rental contracts and who will have no debts for the previous period on the date of conclusion of the contract.

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<sup>1</sup> Consumer expenses for common premises

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9. In order to conclude the lease, the lessee shall submit, in original and in copy, the following documents:
  - a) Application for rental space or lease, as appropriate, endorsed by the Dean or Head of Directorate, as appropriate;
  - b) Marriage certificate and identity card of the other spouse, if applicable;
  - c) Birth certificates (identity cards) of children living with the tenant;
  - d) Affidavit that you (including your spouse) do not own any rental space in the municipality of mun. Chisinau;
10. The set of documents must be submitted and registered in the appropriate form at the TUM Secretariat (office 110, block I). The dossier will be examined by the DMR, DFEC and the Legal Office in order to determine whether it corresponds to the requirements set out in the Methodology. DMR will check whether the applicant is in employment with UTM (indicating the period of employment, and DFEC will check whether or not the applicant is in debt to UTM at the time of the conclusion of the contract. If the file is complete and meets requirements, it will be forwarded to the Secretary of the Board of Directors for approval at the next meeting of the UTM Board of Directors. After approval of the application for use of the accommodation space in the UTM dormitories, the contract is completed by the DMR, recorded in the UTM Dormitory Space Lease Contract Register (*Appendix 1c*) and forwarded to the Rector for signature, and subsequently forwarded to the Heads of Dormitories for countersignature to the tenants, who are given a copy of the contract. A rent payment calculation sheet (*Appendix 1b*) shall be attached to the tenancy agreement.
11. Contracts are kept at DFEC for the monthly calculation of rental fees and charges for communal and non communal services.
12. On conclusion of the lease contract, as well as on its termination, the accommodation space in the TUM dormitories is handed over on the basis of the written handover-release of the space (*Annex 1d*).
13. The expenses arising from the granting of the facilities provided for in point 6 of this Methodology shall be covered from the TUM's own budget planned for the year in question.
14. The implementation of this Methodology shall be carried out from September 1, 2018.

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*Annex 1a*

**“Approved” by UTM**  
**CDSI Decision No 13 of**  
**15.07.2016**

**LEASE CONTRACT no. \_/S**  
**from**       /      /      

**Public Institution "Technical University of Moldova"** with headquarters in mun. Chisinau, bd. Ștefan cel Mare 168, holder of the right of management of the student dormitories, state property, hereinafter called "Lessor" in person rector UTM Mr. Viorel Bostan, dr. hab., prof. univ., and \_\_\_\_\_, hereinafter called "**Tenant**", employee of UTM, subdivision \_\_\_\_\_, holder of the BI Series \_\_\_\_\_ No. \_\_\_\_\_ issued by of. \_\_\_\_\_ on the date of \_\_\_\_\_, personal code \_\_\_\_\_, have entered into this contract, by which they have agreed as follows:

### 1. SUBJECT MATTER OF THE CONTRACT

The subject-matter of the contract is the transfer for temporary use, for a period of two years (subject to the existence of an employment relationship between the contracting parties) of the rental space with a surface area of \_\_\_\_\_ sq. m. in student dormitory of UTM nr. \_\_\_\_\_, located in mun. Chișinău str. \_\_\_\_\_, with the right of access to the common areas (kitchen, hall, sanitary block).

### 2. CONTRACT TERM

- 2.1. The rental contract is concluded for a term of \_\_\_\_\_ years, commencing on \_\_\_\_\_ until \_\_\_\_\_, but not more than 2 years.
- 2.2. The validity of this Contract shall terminate upon expiration of the term specified in p. 2.1 of this Contract or upon termination of the Lessee's legal employment relationship with UTM;

### 3. CONTRACT PAYMENT

3.1. The tenant is obliged to pay monthly for **communal** services (heating of rooms in the dormitories and common rooms in the dormitories; domestic hot water supply; drinking water supply; sewage disposal; **non-communal** services (electricity supply to rooms in the dormitories; natural gas supply for the stove) and **rent**.

3.2. **The volume of drinking water and domestic hot water** consumed monthly by the occupants of a habitable room in a dormitory is determined as described below:

- a) for tenants with meters in rooms in dormitories - as indicated by the meters in rooms in dormitories;
- b) for tenants who do not have meters in the habitable rooms of dormitories - according to the indications registered by the dormitory meter, but not more than the consumption norms stipulated in the Water Consumption Norms for Residential and Public Buildings, specified in Table 2 of the Hygiene Regulations, approved by the Expert Council of the Ministry of Health and Social Protection by the Minutes No. 5 of October 31, 1996, No. 06.6.3.16, and determined by the formula:

$$V_i = \frac{V - (V_{ia} + V_{ar} + V_{prd})}{N_{ia}} \times n_i \quad (1)$$


$V_i$  - is the monthly volume of drinking water and domestic hot water consumed by the occupants of an unmetered habitable room in a non-metered dormitory, m<sup>3</sup>;

$V$  - the monthly volume of drinking water and domestic hot water registered by the common household meter, m<sup>3</sup>;

$V_{ia}$  - the monthly volume of drinking water and domestic hot water registered by meters in habitable rooms in households, m<sup>3</sup>;

$V_{ar}$  - the monthly volume of drinking water and domestic hot water consumed by all occupants of unoccupied rooms in the dwelling, m<sup>3</sup>;



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$N_{ia}$  - the number of occupants in the habitable rooms in unmetered dormitories, persons;  
 $n_i$  - the number of all occupants of the habitable room in the dormitory, persons.  
 $V_{prd}$  - the monthly volume of all drinking water and domestic hot water leakage, in  $m^3$ , which is determined by the relationship described below

$$V_{prd} = \frac{V - [(V_{norm} + N_{ia} + n)V_{ia} + V_{ar}]}{1000} \quad (2)$$

$n$  - is the number of days in the month of calculation;  
 $V_{norm}$  - norm of drinking water and domestic hot water for 1 person, l/24 hours.

3.3. **The payment for heating** is calculated per square meter of heated area of the living space in the dormitory, based on the data from the heat meters installed in the dormitory.

3.4. **Payment for domestic hot water supply**

The payment for domestic hot water is calculated as follows:

- a) for each person, in case of lack of meters for connections in habitable rooms in dormitories - according to the consumption norms stipulated by the Norms of drinking water consumption on the territory of the Republic of Moldova, approved by the Ministry of Environment and Spatial Planning on October 2, 2000 or other norms approved by the local public administration bodies, but not higher than those stipulated by the above-mentioned norms;
- b) as indicated by the meters in the habitable rooms in dormitories.

3.5 Tenants of dormitory rooms are obliged to pay their **electricity** bills on time supplied. Payment for electricity consumption will be made as follows:

- a) Those with individual meters pay for their electricity according to the meter.
- b) Those who do not have meters shall pay for electricity - according to the indications of the general meter of the dormitory, distributed in proportion to the number of tenants, according to the system of tariff payment, established according to the legal provisions in force.


3.6. Payment for the rent of the habitable room in the dormitory is charged on the basis of this contract. The fee for renting rooms in the dormitories shall be determined in accordance with the **Methodology for calculating the accommodation fee for the premises occupied by the employees of the institution and other categories of tenants in the student dormitories of TUM and the procedure for concluding rental contracts for rooms in the student dormitories of TUM.**

#### 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

Landlord's rights and obligations:

- 4.1. To assign rental space to the tenant only on the condition of the existence of a legal employment relationship between the latter and the landlord;
- 4.2. Within 5 days from the date of entry into force of the Lease Agreement, to send the room with the related equipment with the drawing up of the deed of receipt of the lease, indicating the condition of the rented premises. The Deed of Receipt of Handover shall be signed by the dormitory manager and the Lessee and shall form integral part of this Lease Contract;
- 4.3. Prohibit any alteration to the space offered and related facilities;
- 4.4. Prohibit the subletting of rental space and its use for purposes other than housing;
- 4.5. To periodically check the tenant's use of the rented accommodation space and the common areas of the dormitory, as well as the goods transferred in use according to the deed of acceptance of the lease. In the event of any breaches of the terms of this contract, he may require the Lessee to remedy the breaches;
- 4.6. To issue a residence card to the tenant;
- 4.7. If necessary, UTM is entitled to relocate the Tenant together with his family members to another room;
- 4.8. To require the tenant to vacate the premises if the latter is no longer in the relationship work with UTM;
- 4.9. to ask the tenant to vacate the accommodation if the latter is no longer living in the dormitory for more than 6 months, except in cases of academic mobility, secondment and suspension



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of the individual employment contract for a period longer than 6 months, in accordance with the legal provisions;

4.10. To demand from the Tenant the release of the rental space, if the latter admits non-payment of the rent and/or utilities and non communal services for a period of more than 3 months and to collect the penalties for non-payment in the amount provided for in p. 5.2 of this contract.

4.11. To carry out capital repair of the rented property in case of urgent necessity. In the event of lack or insufficiency of financial resources, the lessor shall grant the lessee the right to carry out the capital repair and to charge the capital repair costs to the rent.

## **5. THE TENANT'S RIGHTS AND OBLIGATIONS:**

5.1. To take over the room with the related fittings specified in the Deed of Acceptance of the rental space, which is an integral part of this contract.

5.2. To pay monthly within 5 days from the date of issue of the receipts for communal and non communal services and rent. In the event of the tenant being in arrears for a period of more than 3 months, the tenant, within 20 days, shall vacate the rented premises, with the drawing up of the Deed of Receipt of the premises. For non- execution or late execution of the payment obligations arising from this contract, the Lessee shall pay a penalty of 0.1% of the outstanding amount for each day of delay.

5.3. If the Tenant has individual meters, he is obliged, within 3 days of the first working day of the current month, to provide the household manager with accurate data on electricity and water consumption. Otherwise, the provisions of p.3.2. letter b) of this contract shall apply.

5.4. Make proper use of the dormitory inventory, electrical and facilities provided;

5.5. To ensure the regular repair, order and cleanliness of the accommodation and common areas, to respect the rules of shared use of auxiliary areas and to respect public order and cleanliness inside and outside the dormitory;

5.6. The Lessee is obliged to ensure the access of the responsible persons from the University administration and the faculty authorized to carry out controls in the given premises, in order to verify the compliance with the provisions of the legislation and the present contract;

5.7. To notify the respective dormitory manager immediately in the event of any malfunctioning of the dormitory installations in order to have the necessary repairs carried out;

5.8. Not to use the living space, the common use space of the dormitory and the university campus for commercial activities;

5.9. Comply with the legal framework on night time silence from 22:00 to 7:00;

5.10. To comply with the Law of the Republic of Moldova on housing No. 75 of 30.04.2015, the Government Decision of the Republic of Moldova No. 74 of 25.01.2007 for the approval of the Framework Regulation on the functioning of dormitories subordinated to educational institutions and other normative acts regulating the legal relations on housing in the Republic of Moldova.

5.11. If the use of the rented property has been hindered due to the tenant's fault, the tenant will not be exempted/released from paying the rent.

5.12. Act in a manner that does not hinder the normal use of the common property by other tenants.

5.13. To make good any damage that may result from non-performance or improper performance of contractual obligations.

## **6. RESTRICTIONS AND RESPONSIBILITIES**

6.1. Not to carry out alterations to the space offered and related installations.

6.2. Not to allow the subletting of the rental space received by other natural or legal persons.

6.3. To compensate for damage caused by damage to property in the given living space and in the common areas of the dormitory (by replacing them and drawing up a replacement report signed by the dormitory manager and the tenant).


6.4. Do not display commercial and political advertisements;

6.5. To respect the rules of access to the dormitory, the hygienic and sanitary rules and the fire safety rules.

6.6. To contribute to the landscaping of the dormitory and public places.

6.7. No smoking in the hostel.

6.8. Not to consume alcoholic beverages in the common areas and on the grounds of the dormitory.

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6.9. Not to use electric heaters and radiators and other electrical devices without the written approval of the dormitory manager.

6.10. Do not use improvised means of heating and other electrical improvisations.

6.11. To notify the administrator in writing within 3 days if he/she will be leaving the hostel for more than 1 month or no longer wishes to live in the hostel.

6.12. Do not keep animals and birds in the rented space.

6.13. Not to use liquefied gas cylinders in the dormitories.

6.14. Do not keep containers containing toxic and flammable products in the room.

6.15. Not to contract audio-video communication services - television, telephony and Internet - with other audio-video communication service providers, except with the University's prior consent, by signing an additional agreement to this contract. In the event of obtaining the University's agreement to contract audio-video communication services with other audio-video communication service companies, the Lessee undertakes to unilaterally terminate the contracts with these companies as soon as the University becomes a provider of these types of services or introduces the company with which the University, in its capacity as manager of the dormitories, has concluded a contract for audio-video communication services - television, telephone and Internet.

### **7. SPECIAL PROVISIONS**

7.1. The tenant is informed about the fact that the TUM dormitory has the status of a student dormitory, constitutes state property, and cannot invoke any rights over it (including permanent right to the accommodation space, privatization right, etc.).

7.2. Upon termination of his activity in the MTU, the tenant is obliged to vacate the dormitory within 20 days.

7.3. According to Article 25 of the Law of RM no. 75 of 30.04.2015, the living space in dormitories is granted for temporary use during the period of work or study activity, respectively, the Tenant belongs to the category of persons who can be evicted.

### **8. TERMS AND CONDITIONS FOR CHANGES OF LOCATION AND RELATED SERVICES**

8.1. The amount of rent may be modified by agreement between the parties in the event of a change in the legal framework.

8.2. The amount of services related to the rent/rent (communal, non communal, etc.) will change only in cases where the respective service provider changes the tariffs for the services rendered by the service provider, or other contractual provisions that will affect the cost of the contract for the provision of services by the service provider.

### **9. EXTENDING THE LEASE**

9.1. At the expiry of the lease, the tenant has a pre-emptive right to rent for a new term if:

- a) It has previously honored its contractual obligations;
- b) The asset is leased for a new term;
- c) It agrees to the new contractual conditions set by the landlord.


### **10. TERMINATION OF THE LEASE**

10.1 Termination of the lease will take place in the case of:

- a) Termination of the employment relationship with UTM, with release of the premises within 20 days.
- b) If the dwelling is in a state that creates a health hazard, the contract can be terminated without observing the 20-day notice period.

10.2. Termination of lease on the initiative of the lessor shall take place if the lessee:

- a) Does not use the rented property for its intended purpose or in accordance with the contract.
- b) It intentionally or negligently causes the property to deteriorate or creates a real danger for such an action.
- c) Do not pay the rent for 3 months after the end of the payment period unless otherwise stated in the contract.
- d) Entered into a sublease without the written consent of the landlord.
- e) Failure to comply with the rules for the operation of the rented property, as well as the health and fire regulations.
- f) Reconstruction and re-use without the written consent of the lessor;

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- g) The tenant is deprived of his liberty or is unable to perform his contractual obligations.
- 10.3. Termination of the lease on the tenant's initiative is made in the case of:
- He has lost the ability to work and cannot use the rented property.
  - He or she is deprived of his or her liberty or is unable to perform contractual obligations.
- 10.4. After the termination of the contractual relationship, the tenant is obliged, within 20 days:
- to return the rented property by drawing up the deed of receipt of the respective property, indicating the meter data case the space is metered.
  - Pay all arrears on rent and related services.
- 10.5. The damage caused by the deterioration of the property shall be made good by the tenant unless it is proved that he is not at fault. The lessee shall be liable to the same extent for the worsening of the deterioration admitted by the members of his family.
- 10.6. If, after the termination of the contractual relationship, the tenant does not return the rented property, the lessor has the right to demand payment for the entire period of delay.

### **11. IMPROVEMENT OF THE LEASED ASSET**

- 11.1. Improvements to the rented space are made with the written consent of the lessor.
- 11.2. On expiry of the term or on termination of the lease, the lessee shall have the right to separate the improvements, carried out with the lessor's permission, which may be separated without damaging the property, without compensation for improvements made.
- 11.3. If the improvements made without the lessor's permission cannot be separated without damaging the asset, they become the property of the lessor.
- 11.4. At the request of the lessor, the unauthorized constructions are to be demolished by the lessee at his own expense.

### **12. DISPUTE SETTLEMENT**

- 12.1. If it is not possible to settle disputes arising from the conclusion, execution and amendment of the contractual terms, including eviction, payment of rent and communal and non communal services amicably, disputes between the parties will be settled through the courts in accordance with the legislation in force.

### **13. FINAL CLAUSE**

- 13.1. The tenancy agreement with amendments to it is valid only after its approval by the CDSI of the TUM.
- 13.2. Amendments and additions to this Contract shall be made with the agreement of both parties.
- 13.3. In case of breach of contractual obligations, the parties shall be liable in accordance with RM legislation.
- 13.4. The tenant is liable for any damage to the rented property.
- 13.5. This contract, together with the annexes which form an integral part of it, represents the will of the parties and the sole legal basis for the tenant's residence in the hostel.
- 13.6. This contract has been concluded in 2 (two) original copies, one for each party, each having the same legal force.

**Lessor**

**Tenant**

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## THE WRITTEN RECORD OF HANDOVER OF ACCOMMODATION SPACE

Home \_\_\_\_\_

Odaia \_\_\_\_\_ Surface \_\_\_\_\_

Tenant \_\_\_\_\_ Place of work \_\_\_\_\_

According to the lease contract no. \_\_\_\_\_ from \_\_\_\_\_  
concluded between the **Public Institution Technical University of Moldova**, as Lessor and  
\_\_\_\_\_ as Lessee, the representative of the UTM head of the Dormitory no. \_\_\_\_\_  
transmitted, and the tenant \_\_\_\_\_ received  
room no. \_\_\_\_\_ from dorm no. \_\_\_\_\_, from str. \_\_\_\_\_

The act shall be drawn up in triplicate.

Lessor

The tenant

### Register of material goods in the room:

No. crt.	Good material	Pieces	Status (at takeover)	Condition (on delivery)	Countervalue (lei)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

### Damage found, remedied during the tenancy:

Nr. crt.	Damages	Note
1.		
2.		
3.		
4.		
5.		

In the event that the above-mentioned inventory is found not to have been properly used when the room is handed over, the damage will be charged to the tenant after a damage report has been drawn up by the **Student Halls Operation Section**.

Date / Signature upon receipt


\_\_\_\_\_

Date / Signature on submission

\_\_\_\_\_

Administrator

\_\_\_\_\_

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*Annex 2*


## **RULES OF ORGANIZATION AND FUNCTIONING OF THE COUNCILS OF TENANTS IN STUDENT DORMITORIES**

### **I. GENERAL PROVISIONS**

- 1.1. In each dormitory of the Technical University of Moldova (hereinafter the University) that hosts students, the **Council of Tenants** is constituted and functions, having the purpose of student self-governance structure in the dormitory and to represent the interests of the students accommodated in the dormitory in relations with the University's staff who have responsibilities in the administration of the dormitories.
- 1.2. The Tenants' Council is made up of the floor managers and a Council President from among the students.
- 1.3. Requirements for candidates for the position of floor manager.  
Candidates for this post must fulfill the following requirements:
  - a) be residents of the dormitory;
  - b) to be students at the University.
- 1.4. They do not have the right to run:
  - a) students who have been expelled;
  - b) students who have had disciplinary offenses.

### **II. ELECTION OF THE RESIDENTS' COUNCIL**

- 2.1 Election of members of the Council of Tenants.
  - a) The Floor Heads and the Chairperson of the Tenants' Council for each dormitory are nominated by the Social Department of the University Student Senate.
  - b) The election of the members and Chairperson of the Tenants' Council for each dormitory takes place at a joint meeting of the Student Senate and the University Student Union Committee, usually in September each year. Their term of office is for the period between two elections.
  - c) The composition of the Council of Tenants is elected by a simple majority of the votes cast by those present at the meeting.

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- d) Minutes shall be drawn up after the meeting, with a list of those present, signed by the chairman and the secretary of the meeting;


## **2.2 Dismissing members of the Council of Tenants.**

- a) A member of the Council of Tenants may be dismissed if he or she fails to fulfill his or her duties under these Regulations.
- b) The Social Department may come up with a proposal to the Student Senate and the Student Union Committee to dismiss one member and elect another to the Tenants' Council.
- c) Changes in the composition of the Council of Tenants in the dormitory are approved by a simple majority of the votes cast by those present at the meeting.
- d) Minutes shall be drawn up after the meeting, with a list of those present, signed by the chairman and the secretary of the meeting.

## **III. POWERS AND DUTIES OF THE TENANTS' COUNCIL**

### **3.1. The President of the Council of Tenants has the following powers and duties:**

- a) coordinates the work of the Council of Tenants;
- b) convenes and chairs meetings of the Council of Tenants;
- c) takes care of the drawing up of minutes following each meeting of Council of Tenants;
- d) represents dormitory students in their dealings with the University Administration;
- e) takes from the floor managers the problems raised by the students, analyzes them and forwards them to the competent committees (Senate Commission for Social Problems, Technical Department of the University, University management);
- f) coordinates student outreach activities at the request of the relevant committees;
- g) report to the dormitory at the beginning of the academic year before the beginning of the accommodation and leave at the end of the academic year, after completing all the formalities related to the closing of the dormitory, within the deadlines set by the University management;
- h) organizes, together with the floor managers and other committees, checks on the persons living in the dormitories, and when found illegal persons, he is obliged to notify the competent committees;
- i) participates in pre-housing and accommodation of students;
- j) supports the timely collection of hostel fees, but does not collect money;


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- k) is permanently involved in the application and observance of the Regulations regarding the functioning of the University's student hostels;
- l) has the duty to report any negative aspects of hostel life and to propose measures to improve it, and to record the problems in a report to be submitted to the administration;
- m) is involved in solving the problem of residence visas at the beginning of each academic year for all dorm residents;
- n) shows availability of time without imposing a specific work schedule.

**3.2. The floor manager has the following duties:**

- a) identifies and contributes to the resolution of problems arising on the floor for which he/she is responsible through a permanent dialog with floor colleagues and with the administration of the dormitory, as well as with the other members of the Council of Tenants;
- b) organizes monthly meetings with floor tenants;
- c) is permanently involved in the application and observance of the Regulations regarding the functioning of the University's student hostels;
- d) report to the dormitory at the beginning of the academic year before the beginning of the accommodation and leave at the end of the academic year, after completing all the formalities related to the closing of the dormitory, within the deadlines set by the University administration;
- e) ensures optimal use of, and access to, the common goods of the dormitory;
- f) organizes checks together with the administrator of the dormitory, the president of the dormitory and other committees on the persons living in the dormitory, and when found illegal persons, it is obliged to notify the competent committees;
- g) in charge of keeping the peace on the floor;
- h) is involved in solving any faults or irregularities on the floor and reports these problems to the employees of the dormitory and to the administrator in order to solve them (*but, attention: he/she is not allowed to intervene on the electrical installations, problems will be solved by authorized personnel*);
- i) is in charge of maintaining the floor's assets in proper condition;
- j) has a duty to report any negative aspects of hostel life and propose measures to improve it;
- k) to see to it that the faults indicated in the complaints and complaints form at the gate of the dormitory are rectified as soon as possible;



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- l) supports timely collection of hostel fees, but does not collect money;
- m) is involved in solving the problem of residence visas at the beginning of each academic year for all dorm residents;
- n) regularly checks the floor with a view to rational consumption of electricity, gas and water, and in case of detection of tenants responsible for irrational consumption, is obliged to refer the matter to the Council of Tenants in order to penalize the tenants concerned;
- o) shows availability of time without imposing a specific work schedule.

#### **IV. RIGHTS OF MEMBERS OF TENANTS' COUNCILS**

**4.1.** As a reward for their hard work in the dormitories, the members of the Tenants' Councils are entitled to:

- a) live in rooms with number of tenants  $n \leq 2$ ;
- b) to choose the rooms with priority;
- c) to obtain monetary awards at the end of each semester from the University administration, at the proposal of the Student Senate and the Student Union Committee:
  - ✓ for floor managers up to 50% of the amount of the accommodation tax;
  - ✓ for the President of the Council of Tenants up to 100% of the accommodation tax;
- d) to benefit from other facilities offered by the Student Senate and Student Union Committee.

#### **V. FINAL AND TRANSITIONAL PROVISIONS**

- 5.1.** The present Regulation is annexed to the Regulation on the functioning of the University's dormitories.
- 5.2.** Failure by the members of the Tenants' Councils to comply with these Regulations shall result in their dismissal and new elections.
- 5.3.** Depending on the seriousness of the misconduct, the rewards received (as a result of violations by members of the Tenants' Council) are canceled and they may be sanctioned in accordance with the provisions of the Regulation on the functioning of the University's student dormitories and the lease contract for the accommodation space in the dormitory.