

WHAT ARE MY RIGHTS AND OBLIGATIONS IN RELATION TO STAYING IN AN APARTMENT OR A HOUSE?

As a refugee with temporary shelter, I have the following accommodation options:

- Free accommodation
- Rental accommodation

Free accommodation:

Free accommodation is accommodation without the obligation to pay rent. The rent for me and possibly for my family members will be paid to the landlord by the state. I can be accommodated by the owner or manager of the property, either a natural or legal person (municipality, accommodation facility, school). Free accommodation is provided in apartments, family houses or accommodation intended for housing.

What to watch out for?

I/we can only be accommodated free of charge on the basis of a Contract on the Provision of Accommodation to a Resident (Договір про надання житла біженцям). The contract contains Slovak and Ukrainian versions and a model contract is attached to this leaflet. I need to make sure that the details of the landlord and myself are correct and that the contract lists all the people who will be staying with me in the property free of charge. The contract must state the number of living rooms available for the refugee to live in or the total accommodation capacity. A list of movable items (furniture, equipment) located in the property is also a mandatory part of the contract.

What rights do I have?

If I sign this contract, I do not have to pay for the housing (rent and utilities) and the landlord cannot charge me any additional housing fees or any deposit money. I have the right to free access to drinking water (well, tap water), preparation of hot water (running tap water, boiler, equipment for heating of larger quantities of water), cooking facilities (stove, furnace, hot plate), shower or bath, sink, flush toilet (not a latrine), and heating for living rooms (radiator, furnace, fireplace, electric room heater) in the apartment, house, or accommodation facility. Everything else I have to pay for myself, including minor repairs up to 30 euros.

If I am staying free of charge, I am not obliged to pay the landlord any additional fees or make any voluntary contributions for accommodation, utilities and housing services. I am also not obliged to provide any services to the landlord, including babysitting, lawn mowing, providing information about family members, etc.

I may use the free housing until the date agreed upon in the contract, no later than 28/02/2023.

If I have this contract, I have the right to live in the apartment, house or accommodation facility free of charge for the period of time specified in the contract. During this period, my housing can only be terminated by the landlord if I have grossly damaged the property, endangered safety or violated good morals, if I am using the property for a purpose other than housing, or if there are grounds for canceling my temporary shelter. If the landlord has these serious reasons, he can cancel the contract in writing, by letter, in my hands. I must hand over the property to the landlord when I receive the written notice of cancellation.

I have a right to privacy. The landlord has the right to come and inspect the property by agreement with me/us, but only in my/our presence.

What are my obligations?

I/we must announce my/our free accommodation to the municipal/city/local authority and confirm once a month in person the number of nights and persons to whom free accommodation has been

provided. I am obliged to keep the property clean and tidy, not to cause any damage, and to observe safety and hygiene regulations. I must inform the landlord immediately of the need for repairs and allow the landlord to carry them out. I am obliged to carry out and pay for minor repairs up to EUR 30 myself. If I want to end my free accommodation, I must give the landlord at least 2 days' notice in writing, and I am not obliged to give the landlord any reasons for doing so.

Rental housing:

Rental housing is commercial accommodation for which I am required to pay rent. I can be housed by a natural person (single person, multiple people or spouses) or a legal person (company, cooperative, non-profit organisation, civil association). It must be the owner(s) of the apartment or house or the person who has the right to hand over the property for rent. I can rent an apartment, a house or only a part of it, e.g. a room within an apartment or a house. If I only rent a room, it is important that the contract states which common areas in the apartment or house I can use.

What to watch out for?

Although the rental contract can be concluded also verbally, we recommend a written tenancy agreement. I need to make sure that the personal details of both the landlord and the tenant, i.e. me, are included in the tenancy agreement, as well as that all the people who can live in the property with me (including children) are mentioned in the tenancy agreement. I need to be careful about whether I will pay a deposit for the apartment/house and how much, whether the deposit is refundable or non-refundable, how long the tenancy is, and what the conditions are for ending the tenancy and returning the deposit.

What rights do I have?

I have the right to live in the property undisturbed, to use the property, common areas and services connected with housing as specified in the tenancy agreement. This mainly concerns the supply of energy (electricity, heating and hot water, drinking and utility water, gas) and other services, e.g. waste water disposal, lighting and cleaning of common areas, use of the lift and laundry, inspection and cleaning of chimneys, removal of ash, rubbish and sewage, cleaning of cesspits, common equipment of the apartment with a common TV and radio antenna). At the end of the tenancy, I have the right to be returned the deposit, if the property and the property equipment have not been damaged, provided that the deposit has been paid and it has not been agreed otherwise in the contract. If the tenancy ends early and I have paid several months' rent in advance, I am entitled to a refund of the remainder of the rent paid in advance, unless otherwise agreed in the contract.

What are my obligations?

My basic obligation is to pay the rent and service charges (which may be part of the rent or payable separately under the contract) in the agreed amount, in the agreed manner and on time. If I pay my rent in cash, I have the right to receive a receipt showing that I have paid the rent. I must prevent damage to the property, use the property sparingly and only for the purpose agreed in the contract, pay for minor repairs to the apartment and not to disturb neighbors.

What should I do, if there is a problem or if I can't help myself?

I can contact the Integration Centre in Košice at Strojársená 3, or by phone on the free number 0800 222 550, or the Assistance Centre in Bratislava at Bottova 7. In case of an emergency, I should contact the police at 158 and ask for a report and a confirmation of the police intervention.