

# Internal regulations

## Student residences HOGENT University of Applied Sciences and Arts

The lease of student rooms at HOGENT University of Applied Sciences and Arts takes place in accordance with the Flemish Housing Rental Decree, whereby the quality standards of the Flemish Housing Code apply.

### Part 1. The leasing conditions

#### 1.1 General leasing conditions

The granting of this student service is linked to the following specific condition (Art. II.339 of the Higher Education Code):

- Entitlement to child benefits or not having reached the age of 25 at the start of the rental agreement.

Access to this student service is differentiated (Art. II.340 of the Higher Education Code) based on the number of credits for which the student has registered.

- The applicant must be a HOGENT University of Applied Sciences and Arts student
- registered for a diploma contract with a total of at least 27 credits (except for the year of graduation).<sup>1</sup>

#### 1.2 Special leasing conditions<sup>2</sup>

The student room is allocated on the basis of the following priority:

- Re-applicants
- Starting students with a scholarship or almost meeting the scholarship conditions
- Non-starting students with a scholarship or almost meeting the scholarship conditions
- Starting students without a scholarship or not almost meeting the scholarship conditions
- Non-starting students without a scholarship or not almost meeting the scholarship conditions

Renewal of a lease agreement for a room in a student residence is only possible if the student:

- owes no overdue rent to HOGENT University of Applied Sciences and Arts;
- was not guilty of misconduct during the past academic year.

### Part 2. The student room

#### 2.1 Allocation of a room

Students who are assigned a room in a student residence may use it during the lease period specified in the lease agreement.

The student retains the designated room for the duration of the agreement.

Each room is furnished. Its furnishings may not be replaced by the student's own furniture. Only with the consent of the Housing Service may the student replace or add furniture in the room.

#### 2.2 Access to the room and the residence

Different terms and conditions apply to student residences Mercator C and D than for student residence Schoonmeersen, since the student residences on the Mercator Campus are under own

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<sup>1</sup> This condition does not apply to incoming international students who wish to occupy a room in a HOGENT student residence as part of an exchange programme.

<sup>2</sup> The priority rules do not apply to incoming international students who wish to occupy a room in a HOGENT student residence as part of an exchange programme.

management. The Schoonmeersen student residence is managed in collaboration with Xior Student Housing.

All students who occupy a HOGENT room have a badge that gives access to the student residence, the room and the bicycle parking area.

It is forbidden to give this badge to third parties with the intention of giving them access to the residence and the room. Unauthorized access to technical rooms, basements, attics and the roof of the residence is not permitted.

For the Mercator C and D residences, the access rights are added to the personal badge. In the case of loss or damage of the badge, the student must contact the Housing Service immediately. This can be done during office hours at the number +32 9 243 37 38 or via the emergency number +32 470 38 38 38. Visiting the office or a notification by e-mail to [huisvesting@hogent.be](mailto:huisvesting@hogent.be) is of course also possible.

The student may use the emergency numbers posted in the building for contact outside office hours. For the Mercator C and D residences, this is +32 9 248 88 88.

For the Schoonmeersen residence, the student receives two badges when first occupying the room. If one or more badges are lost, the student must visit the Xior Student Housing staff office during office hours for a new badge. Outside office hours, the student can contact the resident Xior employee at telephone number +32492 22 29 33 or by reporting the loss of the badge(s) by e-mail). The costs associated with this are paid directly to the Xior Student Housing staff.

### 2.3 Cleanliness and maintenance

The student must keep his/her room and the shared kitchen clean. Clean-up and dish washing must take place immediately after cooking, followed by the cleaning of the sinks, hot plates and work surfaces. Kitchen utensils must be stored in the appropriate cupboards or in the room. Kitchen utensils simply laying around will be removed without warning. If the kitchens are not kept clean, the Housing Service reserves the right to take appropriate measures.

Each student participates in a rotation system with set tasks for keeping the common rooms orderly and hygienic. The Housing Department is responsible for the organization and distribution of tasks within this system.

Showers and toilets must be left neat and tidy after their use. Showers must be rinsed clean and the drains left neat and free of hair.

The student is solely responsible for maintenance of the room. Cleaning of the common areas is provided by the maintenance staff.

Students may not give instructions to the maintenance staff, janitors or the student coaches. Comments regarding cleanliness and maintenance should be reported to [huisvesting@hogent.be](mailto:huisvesting@hogent.be).

Students must ensure that their room is adequately ventilated. When absent, the student must keep the window closed.

The student will take all precautions to prevent frost damage in the room.

### 2.4 Decorating and renovating the room

Decorating the rooms is allowable insofar as no damage is caused to the fixtures (furniture, walls, doors, ceiling...) and a passage at least eighty centimetres wide remains in the room. Drilling, nailing, painting, wallpapering and the like are not allowed.

A suitable moment is determined in consultation with the student for the performance of refurbishment works to the room such as painting and plaster work.

### 2.5 Defects and damage

For the Mercator C and Mercator D residences, necessary repairs (such as leaky water taps or clogged pipes) must be reported immediately via [huisvesting@hogent.be](mailto:huisvesting@hogent.be). The Housing Service is responsible for further follow-up.

For the Schoonmeersen residence, necessary repairs must be reported immediately via [gent@xior.be](mailto:gent@xior.be), with [huisvesting@hogent.be](mailto:huisvesting@hogent.be) in CC. Xior Student Housing is responsible for follow-up.

Performing repairs yourself or having such done by third parties is forbidden.

The Housing Service reserves the right, also in the absence of the residents, to have necessary repairs made in the rooms.

If it can be demonstrated that damage is due to one or more students who move into a room, this damage will be recovered from the person(s) who caused it.

If the damage cannot be attributable to a specific person, the repair costs for this will be recovered jointly from the students responsible for the common areas where the damage was found.

In addition, intentional damage (vandalism) will be sanctioned and can be reported to the police where appropriate.

## **Part 3. Terms and conditions of lease**

### **3.1 Lease period**

Students who meet the general leasing conditions described in 1.1. can be allocated a room in a student residence. Except in the case of the application of 3.3., the student keeps the assigned room for the duration of the lease period as determined in the individual lease agreement.

The standard term of the lease agreement is twelve months. Students who participate in a study-exchange programme and students on an internship may lease a room for one semester.

### **3.2 Maximum duration of stay**

The maximum duration of a stay at a student residence is equal to the foreseen study duration of the model programme of the associate's degree, bachelor's degree or master's degree of the first registration of the student at HOGENT University, extended in both cases by one academic year.<sup>3</sup>

Each academic year for which the student was previously enrolled at an institution of higher education is also taken into account when calculating the maximum duration indicated above.

As long as the maximum duration is not exceeded, the student may apply for renewal of the lease agreement each academic year. Reapplication for the room is done online via the HOGENT University website before 25 April of the current academic year. In assessing the reapplication, in addition to the general leasing conditions, the special leasing conditions described in 1.2. also apply.

Any cancellation must be made in writing.

### **3.3 End of the lease agreement**

The lease agreement can be terminated early if:

→ the student ends his or her studies

Students who terminate their studies at HOGENT early must immediately notify in writing notify the Housing Department via email ([huisvesting@hogent.be](mailto:huisvesting@hogent.be)). Upon discontinuation of the studies, the student no longer complies with the general rental conditions stipulated in 1.1 and HOGENT will terminate the rental agreement in accordance with the notice period below.

→ one of the parents, or another person responsible for supporting the student, dies.

Upon the death of one of a student's parents or other person responsible for the maintenance of the student, the student may choose to terminate the rental agreement in accordance with the notice period below.

The statutory notice period is two months and starts on the first day of the month following the month in which they no longer meet the rental conditions or in which they terminated their studies early. If desired, the student may use a shorter notice period of one month.

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<sup>3</sup> An exception to the maximum duration may be granted based on an individual file with the Social Services Division for psychosocial, family or medical reasons.

In this case, the student is requested to clean their room and remove all personal belongings before the end of the month following the month during which they no longer meet the leasing conditions or during which they ended their studies. By mutual agreement between the Housing Service and the student-tenant concerned, the notice period may be deviated from.

The rental agreement is terminated by operation of law by the death of the tenant on the first day of the month following the death.

### 3.4 Subletting and transfer

Transfer of the lease agreement and subletting are prohibited, unless the student is following a study-exchange programme or participating in an internship.

In the case of transfer of the lease or subletting, to be eligible to lease, the respective transferee or sub-lessee must meet the general leasing conditions of these HOGENT University internal regulations.

Subletting means that a subleasing agreement is concluded between the main lessee and the sub-lessee, in which HOGENT University is not a direct contracting party. A model subleasing agreement is made available by HOGENT University and must be used by the student.

The main lessee must impose on the sub-lessee the same obligations as valid under the lease agreement, including the internal regulations, and may not ask for higher rent than that which the main lessee pays. The main lessee remains liable to HOGENT University with regard to the contractual lease obligations, including compliance with the internal regulations. This does not alter the fact that HOGENT University can take measures vis-à-vis the sub-lessee if he or she violates the internal regulations.

When subletting, the rent is paid per month, per started month.

In the event of transfer or sublease, the student must state the reason for the transfer or sublease (exchange or internship) and submit the address and contact details of the transferee or sub-lessee to the Housing Service before the scheduled commencement date of the transfer or subletting so that the Housing Service can check whether the transfer or subletting is permissible.

In the event of subletting, the student must also provide the Housing Service with a copy of the model of the subleasing agreement.

### 3.5 Rent and lease charges

The rent is determined per academic year and depends on the level of comfort offered.

Costs for EGWI (electricity, gas, water and internet) are charged separately from the rent, depending on the level of comfort offered.

The rent and costs can be requested from the Housing Service and can be viewed on the HOGENT University website.

### 3.6 Inventory of fixtures

The student receives an inventory of fixtures when moving into the room. The student must return this document within one week of receipt, signed and completed, together with possible comments.

If the inventory of fixtures is returned without being completed, the student is assumed to have received the room in good condition.

When the student definitively leaves the room, the Housing Service will prepare an inventory of fixtures. Any damage or loss will be reimbursed by withholding the deposit and/or presentation of an invoice. Thus, costs are recovered from the outgoing student.

Personal belongings that are present in the room after the inventory of fixtures are assumed to have been left behind and will be permanently removed. The costs associated with this will be recovered from the student.

### 3.7 Insurance

HOGENT University of Applied Sciences and Arts as lessor is insured against fire and related perils. Tenant liability on behalf of the students is additionally insured in HOGENT's fire policy, namely when no other policy intervenes (for example, the fire policy of the students' parents). The student remains responsible for his or her personal belongings.

## Part 4. Rights and obligations

### 4.1 General provisions

In general, the following apply to the lessor at HOGENT University:

- Delivery obligation: the student room and the common areas are made available to the student in good condition.
- Maintenance obligation: the student room and the common areas are maintained in good condition and repaired by HOGENT University-.
- Indemnity obligation: HOGENT University guarantees quiet lease enjoyment and is responsible for the rights that third parties assert on the student room and for the hidden defects.
- Furnishing obligation: HOGENT University provides sufficient furniture for its single rooms.

In general, the following apply to the student, the lessee:

- Payment obligation: the student is responsible for the timely and full payment of the rent and the agreed costs.
- Use with due care: the student undertakes to use and manage the furnished room and the common areas in a normal way with due care and prudence.
- Return obligation: the student is responsible for returning the student room, the keys and access badges at the end of the lease agreement.

### 4.2 Specific provisions

In addition to the general rights and obligations, these internal regulations additionally regulate a number of matters that relate to the practical lease conditions that must be strictly followed by the student.

#### Visitors

Visitors are welcome from 7 a.m. to 11 p.m. on the condition that they do not cause a nuisance and that the student who allows the visitor(s) to enter is present during the visit itself.

Visitors are subject to the provisions of these regulations and - if they are not complied with - can be denied access to the residences.

Each student is fully responsible for the behaviour of his or her visitors and any damage or nuisance they cause.

Allowing visitors to sleep in the rooms or in the common areas, day or night, is forbidden.

Visitors may not use the showers and kitchens.

#### Bicycles and cars

A parking area is provided for bicycles and mopeds. This must be used by students and their visitors. Students themselves are fully responsible for their means of transportation.

For safety reasons, it is forbidden to place bicycles in the hallways of the student residence.

Students must follow the HOGENT University parking regulations at all times.

#### Quiet at night and nuisance caused to neighbours

The student residences must be quiet from 11 p.m. to 7 a.m.

The student shall refrain from anything that might disturb the quiet enjoyment of the lease of fellow residents and the peace and quiet of the residents and passers-by of the student residence.

#### Smoking

The entire student residence is non-smoking. This means that smoking and vaping is prohibited in the common areas and in student rooms.

Smoking and vaping outside are permitted at the designated smoking areas. Students who smoke are requested to use the ashtrays provided and to keep the smoking areas tidy.

### **Waste management**

Waste is deposited by the students in the waste containers intended for this purpose. With a view to recycling, waste sorting is required.

All forms of illegal dumping are prohibited, both within the residences and in the immediate vicinity (neighbourhood, campus...). Any infringement will be penalised in accordance with the provisions that fall under the sanctions policy for these regulations.

### **Internet**

In order not to hinder access to wireless internet, it is forbidden to remove the cables from the access points.

The installation of personal network equipment is not permitted.

It is forbidden to use the internet for criminal offences.

### **Electrical devices**

TV sets (only flat screen, no CRT) and music systems are allowed, provided that other students and local residents are not disturbed by such. In the case of complaints, the Housing Service may temporarily or permanently prohibit the use of certain devices in general or for a specific room. Decorative mood lighting is permitted insofar as it does not mains operated and therefore only battery operated.

Personal cooking, grilling and heating appliances (including deep-fryers, fondue sets, raclette sets, toasters, sandwich grills etc.) are prohibited in the student residence. Only appliances provided by the Housing Department may be used in communal areas.

Installation of a refrigerator in the room is allowed only if it is a tabletop model with at least a D efficiency label (reference year 2021). Installation of a microwave oven in the room is only allowed if it is a microwave without an oven function (maximum power 1500 watts). The Housing Service may refuse devices that do not comply with this guideline. In addition, a passage eighty centimetres wide must be maintained in the room.

### **Social activities**

Common activities may be organised with the written permission of the Housing Service and subject to the conditions imposed for such by the Housing Service. The request must be made at least one week in advance. It must state exactly what is being organised, who is responsible for the organisation (minimum of two students), for cleaning, for safety and where the activity will be taking place.

No activities are permitted that conflict with the Ghent decree on student hazing and the Flemish framework for hazing and other student-like activities.

Costs for any direct or indirect damage can be billed to the students who organised the activity.

Holding a BBQ in the residences and on the terraces of the residences is not permitted.

### **Drugs**

The use or trafficking of drugs, as well as the mere possession of them, will not be tolerated.

If there is a suspicion that drugs are used or traded in or around the student residences, the matter can be turned over to the police immediately.

### **Pets**

Bringing in and/or keeping animals is prohibited in the rooms and anywhere in the residence, with the exception of assistance dogs for students with disabilities.

## Part 5. Supervision and safety

### 5.1 Supervision and control

Supervision of compliance with the internal regulations is handled mainly by Housing Service staff. With regard to the Schoonmeersen student residence, this is done in collaboration with the staff of Xior Student Housing. An external security firm may carry out preventive inspection rounds in the student residences outside office hours.

There is camera surveillance in the student residences at the entrance and exit points and emergency exits. Emergency exits are only intended to evacuate the residence quickly in emergency situations and are not to be used as a normal exit. These emergency doors must not be blocked.

Inspection of the rooms and the common areas by the Housing Service, among others with respect to determining overall condition, cleanliness, safety, drug possession and technical maintenance, must always be allowed.

In the case of force majeure, authorised personnel of HOGENT University may enter the room unannounced.

Students must be able to identify themselves at all times and on simple request of Housing Service staff, the janitors of the residences, Xior Student Housing staff and external security firms.

To report an emergency situation, the 24/7 emergency call centre can be reached at number +32 9 248 88 88. For life-threatening situations, call number 112.

### 5.2 Safety

Students are required to participate in fire and evacuation drills.

Entering the roof is strictly prohibited.

Students who misuse safety devices or engage in activity that could hamper the proper functioning of safety devices or result in panic due to needlessly activating a fire alarm will be sanctioned.

Smoke detection in the rooms and in the common areas may never be sabotaged, for example by covering the detectors in one way or another.

It is not permitted under any circumstances to enter technical areas, to open a low-voltage electrical cabinet yourself and to operate differential and power switches in the event of a sudden power failure. The student must always call on the authorised staff of HOGENT University.

For safety reasons, making a fire (smoking, use of candles, tea lights, incense and the like) in the rooms or anywhere in the residence is strictly prohibited.

The use of fireworks is also prohibited in the immediate vicinity of the student residence. Christmas trees and Christmas lights are not allowed.

The storage of flammable or hazardous substances, other than those needed for household use, is prohibited. The use of harmful products such as unclogging agents is not permitted.

The student must ensure at all times that chargers for smartphones, tablets, computers, scooters, electric bikes and the like are used in accordance with safety regulations.

Escape routes, emergency exits and passageways in the common areas must remain free of obstacles at all times.

It is forbidden to take personal measures with regard to fellow residents. Aggrieved students can contact the Housing Service or the health & safety student resident in their hallway.

Circulation hallways and doors must remain free for reasons of fire safety (no coat racks and mirrors on the doors).

It is the student's responsibility to ensure that visitors are informed of the above measures.

### 5.3 Health & safety student residents

In addition to the above-mentioned 24/7 availability and surveillance services, HOGENT University makes use of health & safety student residents to promote general student resident safety. To this end, HOGENT University selects at least one student per floor in each residence to perform the task of health & safety student resident.

Health & safety student residents are not only the first point of contact for HOGENT University students and staff, but they are also responsible for safety in the building and assume the role of hall monitor in which they are jointly responsible for social control within the student residence.

In the case of unsafe situations, evacuation exercises and the like, their instructions must be followed by the students and their visitors.

### 5.4 Theft

HOGENT University cannot be held liable for any theft of money or personal belongings.

Students must lock their room and safely store their personal belongings when not in their room. All doors that give access to the student residence must also be closed.

If there is a clear suspicion of theft, HOGENT University can inform the police for further investigation and follow-up.

## Part 6. Sanctions

### 6.1 Violations and fact finding

Violations of the provisions of these regulations can lead to sanctions. This happens after fact finding (who, where, when, what behaviour...) during inspections by the Student Services staff, at the behest of the external security firms, by the health & safety student residents or by the student coach.

Reports by third parties of irregularities within the context of these regulations are followed up and further investigated by the Housing Service staff and can also lead to a sanction.

If necessary, surveillance data from any cameras present can be requested.

A personal file of each lessee is maintained where irregularities are recorded.

Infringements of the provisions of these internal regulations are classified in the following categories:

- Infringements with a high safety risk, as included under 5.2 Safety of the present regulations (for example misuse of fire and safety installations, entering inaccessible areas such as roofs, giving unauthorised access to third parties, use of unauthorised electrical appliances and candles, allowing visitors to stay overnight, smoking,...).
- Serious misconduct (for example theft, vandalism, use and trading of prohibited substances, steaming, sexual harassment,...).
- Antisocial behaviour that affects the quiet enjoyment under the lease of fellow tenants (e.g. smoking, noise, bullying, physical or verbal violence, unmanageable visitors,...).
- Administrative negligence (for example, failure to request joint activities, failure to report defects, keeping pets,...).

### 6.2 Sanctions

The sanction policy comprises a series of measures that can be taken by HOGENT University to discourage, stop and punish the specific behaviour of the lessee. This can range from a warning, the disciplinary procedure as set out in the Education and Examination Regulations (OER), the imposition of a fine or an alternative sanction, to termination of the lease agreement via the Justice of the Peace.



For the categories of infringements listed under Point 6.1 the following fines are set:

- Infringements with a high safety risk: from 50 to 250 euros
- Serious misconduct: from 50 to 250 euros
- Antisocial behaviour: from 25 to 100 euros
- Administrative negligence: from 25 to 100 euros

When imposing sanctions, account is taken of the seriousness of the specific behaviour, possible repeat behaviour, the student's personal file and the years of residence at the student residence.

Established and assigned damage is always recovered from the perpetrator(s) via an invoice specifying the costs.

Violations are recorded in the student's personal file and can be grounds for rejecting reapplication.

When a violation of the internal regulations is established and subject to subsequent sanctions, the student in question always has the opportunity to be heard.

In the event that the student exhibits inappropriate, disruptive or irresponsible behaviour with regard to members of staff of HOGENT University or with regard to other students, the dean of the faculty or the School of Arts where the student is following a programme can be informed of this. This may lead to further disciplinary proceedings in accordance with the applicable Education and Examination Regulations.

The decision to sanction is taken by the Director of Student Services.

If an infringement of the regulations also qualifies as a criminal offence, a report of the criminal offence will be submitted to the police in all cases. In the event of a subsequent criminal prosecution, HOGENT University may claim damage compensation in proceedings.

## **Part 7. Special measures**

In exceptional circumstances (for example, in cases of suspected arson, threat, transgressive behaviour, findings of possession, use or distribution of drugs,...) the Director of Student Services can order that a resident student is temporarily denied access to the student residence.

When taking the above order measures, the following aspects shall be adequately justified in the decision and conveyed to the student concerned:

- There must be a serious suspicion regarding the merits of the charges and the identity of the student(s) concerned
- There must be a clear danger that unrestricted access to the student residence may endanger the safety of other residents

The period during which access is denied shall be included in the decision and may be extended if necessary. An appeal against the decision denying access may be lodged with the general director of HOGENT University.

Based on a student's care file, the Director of Student Services may authorise measures that deviate from the provisions of the internal regulations.