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Introduction

Joensuun Kodit Oy is a property company fully owned by the City of Joensuu. The company owns over 4,600 rented flats in central Joensuu and in the areas of Heinävaara, Kiihtelysvaara, Tuupovaara, Reijola, Hammasmahti, Niittylahti, Eno and Uimaharju.

The company uses outsourcing services; housing management, occupant selection, building maintenance and construction contracting are purchased from companies who provide them.

This guide contains essential basic information and useful instructions for day-to-day living. The guide includes essential information on the tenancy agreement and on the rights and obligations of residents.

1. Tenancy agreement and moving in

1.1 Tenancy agreement and paying the deposit

The tenancy agreement will be signed at the house managing agency prior to moving in. The agreement will be made in two identical copies, one for the landlord and one for the tenant. The terms of the tenancy agreement are in accordance with the Act on Residential Leases (481/1995). The agreement can be valid until further notice or for a term specified in the agreement.

Prior to signing the tenancy agreement the resident shall pay the landlord a deposit equivalent to one (1) month's rent.

1.2 Flat inspection

The house maintenance will inspect the flat when the previous tenant has moved out. If the new tenant detects any faults or defects in the flat afterwards, he/she should report them to the house maintenance immediately.

1.3 Keys

The maintenance will hand the keys over to the tenants upon presentation of the tenancy agreement. The tenant is responsible for all keys handed over to him/her. The landlord has the right to recover all costs incurred to the landlord through lost keys.

The door opening fee is 10 € per opening on weekdays from 7 am to 4 pm, and 30 € per opening at other times and at weekends. The fee is payable in conjunction with the next payment of rent (a separate bill will not be sent).

1.4 Other contracts and sauna/parking space reservations

An electricity contract has to be made no later than 4 weekdays prior to moving in, for example Fortum Oyj, tel. 0200 19000, www.fortum.fi or Pohjois-Karjalan Sähkö Oy, Rantakatu 29, Joensuu, tel. 013 2663 100, www.pks.fi.

Please note! Some flats have electrical floor heating in the bathroom. Its electricity consumption is measured by the resident's own electricity meter.

A parking space can be reserved and cancelled at the house managing agency and on the company's web page (www.joensuunkodit.fi). After reserving the space, the tenant can ask for the key of the heating post from the maintenance company. The key has to be left inside the flat with the other keys when moving out. If the tenant loses the parking space key, he/she can receive a new one from the company (the lost key will be charged from the tenant). The car-heating socket has to be kept locked always. The heating cable has to be disconnected from the socket if the car is not being heated. Maintenance company will remove loose cables, which can be reclaimed from the maintenance company, who will charge the tenant. It is forbidden to use an interior heater.

Sauna sessions can be reserved from the maintenance company. The sauna is heated on Fridays and Saturdays. Midweek holidays do not change the sauna days. The sauna fee is 7 € per month and it is paid together with the rent. In case the fee is not included in the bank transfer, the resident has to add it. The sauna fee has to be paid for the whole month even if the resident does not go to sauna every week.

2. Rights and obligations of residents

2.1 Paying the rent

The due date for the rent is the fifth (5th) day of each month according to the tenancy agreement. The rent shall be paid according to the bank transfer slips delivered to the resident. Using the reference number ensures a fast arrival of the payment. If there is a delay in the payment of rent, interest on late payment will be collected from the resident.

It is in the interests of both the residents and Joensuun Kodit Oy that each resident duly pays their rent and other fees. Failure to pay and delays in payments result in rent increases for the other residents.

The company will take debt collection measures on account of a default in the payment of rent. The matter will be taken to a District Court to get an eviction and collection order for the unpaid rent, the expenses of which the resident is liable to pay including interest on late payment. The order will be forwarded to the District Bailiff for the enforcement of eviction and collection, the expenses of which the resident is also liable to pay.

In addition to losing a flat, the resident might get a bad credit record as a result of the court proceedings.

PLEASE NOTE!

If the resident has difficulties in paying the rent, he or she should immediately contact the rent secretaries at the house managing agency, tel. +358 (0)13 337 7822 or email vuokravalvonta@joensuunelli.fi. With them it is possible to negotiate how to prevent the problem and look for ways to solve the situation.

2.2 Use and care of the flat

Tenants have an obligation to take proper care of the flat.

A written permission from Joensuun Kodit Oy / the technical housing manager is to be obtained for all repairs and alterations in the flat.

Please find attached a maintenance responsibility table.

Tenants have an obligation to immediately notify the maintenance company of any damages or defects found in the flats, e.g. seepages, leakages and damaged electrical appliances, in order to avoid more serious damage. If the maintenance company does not respond to the notice, the tenant has to contact the house managing agency without further delay.

Please note that the tenant may become liable to pay damages if he or she has damaged the flat or the structure of the building by negligence.

The company has insured the building and its fixed structures. **Tenants' possessions are not covered by the company's property insurance, so the company recommends that the tenant takes out a home insurance policy to cover them.**

The tenant is responsible for obtaining a smoke alarm, maintaining it and changing the battery.

Barbecuing on the balcony is prohibited.

The tenant may not assign the flat as a whole to another person without the company's permission. If the tenant wishes to assign the flat for a fixed term to another person's use for reasons of employment, study or other reasonable reason, he/she has to obtain a written permission from the company. The permission can be granted for no longer than two years.

3. Special situations

3.1 Disturbances

If a tenant does not comply with the rules and regulations and thus disturbs their neighbours, neighbours should try to discuss the matter with the person creating the disturbance. If a discussion is of no help or it is not possible to have a discussion and the disturbance continues, a written complaint should be made to the housing advisor.

If there are serious disturbances or problems, please call the police and report it also to the housing advisor.

The attached rules and regulations have been prepared in order to promote the comfort, health and safety of the residents. Compliance with the rules is a common interest of all the residents.

4. Resident management

The purpose of the joint management of residents and the owner, i.e. residents' democracy, is to provide residents with opportunities to influence and the right to make decisions on issues concerning their housing conditions. It aims to increase the comfort of residents and improve the upkeep and maintenance of buildings.

The action starts from the residents. The residents' meeting convenes once a year and when necessary. The residents' meeting, attended by permanent residents, elects a residents' committee or a contact person and discusses matters related to their own housing conditions. They can also cooperate with the residents of a neighbouring housing unit. The residents' meeting can propose candidates to the company's board of directors.

The residents' committee convenes when needed to consider matters related to their housing unit, such as the budget, repair measures and opinions.

Between the residents' committees and the company's board of directors operates a cooperation body of the chairmen of the residents' committees in Joensuu. It convenes two to three times a year to consider issues related to, for example, the budget and strategy. The cooperation body makes a proposal for the resident members to the board for the general meeting.

STRUCTURE OF RESIDENT MANAGEMENT

RESIDENTS

RESIDENTS' MEETINGS (aims to convene at least once a year at the invitation of the residents' committee or the housing manager)

RESIDENTS' COMMITTEES (convenes when needed)

COOPERATION BODY OF CHAIRMEN OF RESIDENTS' COMMITTEES
(convenes 2 to 3 times a year)

BOARD OF DIRECTORS (convenes always when necessary, 8 to 10 times a year)

GENERAL MEETING (annual general meeting once a year)

5. End of the tenancy and moving out

The tenancy agreement ends when a notice to quit is given, the lease is cancelled or a fixed-term agreement ends. The period of notice for a tenancy agreement (which is valid until further notice) is one (1) calendar month when the notice to quit is given by the tenant. The period of notice starts at the end of the month in which the tenant has served a written notice of termination to the house managing agency. A printable notice of termination form is available at www.joensuunkodit.fi.

The tenant is responsible for cleaning up the flat before moving out. The flat has to be empty and cleaned up on the day specified by the tenant when giving a notice to quit.

All keys must be left inside the flat.

5.1 Returning the deposit

The deposit will be returned to the tenant in full providing that

- the tenant has cleaned up the flat
- the tenant has left all the keys inside the flat
- the flat has been found to be in proper condition in the final inspection
- the tenant does not have unpaid rent or other unfulfilled obligations.

If this is not the case, the company has the right, without hearing the tenant, to use the deposit or part thereof to settle any outstanding claims.

6. Principles on determining the rent

Joensuun Kodit Oy is a so-called non-profit corporation. The company operates in compliance with the legislation on state-subsidized housing loans (ARAVA loans) and with the Act on the Use, Assignment and Redemption of State-Subsidized Rental Dwellings and Buildings (1190/1993) according to a cost recovery principle.

Tenants are charged a rent which does not exceed the amount needed, in addition to other income, to cover expenses arising in financing the dwellings and connected premises, and in sound property management.

The rent is comprised of capital expenditure and maintenance expenses. Capital expenditure includes loan interests and amortizations, annual payments and depreciations. Management expenses include housing management and administrative costs, reserves for repairs, and land leases and taxes on real property. Maintenance expenses arise from electricity, water and sewage, heating, waste management, repair and upkeep, maintenance of outdoor areas, maintenance services, insurances and, to a small degree, from resident activities.

Capital expenditure has been divided up within the company. Maintenance expenses are building-specific.

With respect to location, the rents have generally been evaluated so that the closer a building is to the city centre the higher the rent per square meter. With respect to flats, the evaluation is generally based on the principle that the rent per square meter is highest for studios and lowest for large family flats.

Tenants are notified in writing of any changes in the rent and the reasons for them. The new rent comes into force not earlier than two months after the beginning of the month following the notification.

MAINTENANCE RESPONSIBILITY TABLE

ITEM	JNS KODIT RESPONSIBLE TO ARRANGE	RESIDENT RESPONSIBLE TO ARRANGE AND PAY	NOTE
<i>LOCKS, KEYS</i>			
Lock maintenance and repair	X		
Obtaining additional keys	X	X	Jns Kodit arranges, resident pays
Rekeying a lock (caused by a resident, e.g. by losing a key)		X	Jns Kodit arranges, resident pays
Security lock installation and maintenance		X	Only by permission of Jns Kodit, to be left in place when moving
<i>DOORS</i>			
Exterior doors to flat	X		
Names on doors	X		
Peephole		X	Only by permission of Jns Kodit, to be left in place when moving
Interior doors	X		Resident pays for a broken door
<i>WINDOWS</i>			
Glasses	X		Resident pays for a broken window
Seals	X		
Frames, framework and fittings	X		
Cleaning		X	
<i>WALL, CEILING AND FLOOR SURFACES</i>			
Painting walls and ceilings	X		Normal wear and tear
Floor coatings	X		Normal wear and tear
<i>FIXTURES</i>			
Repair of cupboards and kitchen cabinets	X		
Repair of bathroom fixtures	X		
Shower curtain		X	

ITEM	JNS KODIT RESPONSIBLE TO ARRANGE	RESIDENT RESPONSIBLE TO ARRANGE AND PAY	NOTE
<i>ELECTRICAL APPLIANCES</i>			
Fuses		X	
Electric sockets and fixed wires	X		
Aerial, network and telephone wall sockets	X		
Aerial lead		X	
Filament and fluorescent lamps		X	
Fluorescent lamp starters		X	
Refrigerator and stove lamps		X	
Smoke alarm		X	Resident responsible to obtain
Maintenance and repair of stove and refrigeration equipment	X		
Defrosting refrigeration equipment and cleaning the condenser		X	
WATER AND SEWER EQUIPMENT			
Tap gaskets	X		
Tap repairs and shower hose	X		
Repair of toilet fixtures	X		
Repair of washbasins	X		
Washing machine installations		X	
Dishwasher installation/removal		X	Use a professional, take home insurance
Washbasin plugs		X	
Floor drain cleaning		X	
Sink drain trap cleaning		X	
Sewer blockages	X		
Pipe leaks	X		Resident responsible to report
<i>VENTILATION</i>			
Range hood repair	X		
Cleaning range hood filter and vent, lamp		X	
Ventilation valve cleaning		X	
Make-up air vent cleaning		X	
Vent repairs	X		
Supply air unit filters	X		

ITEM	JNS KODIT RESPONSIBLE TO ARRANGE	RESIDENT RESPONSIBLE TO ARRANGE AND PAY	NOTE
<i>HEATING</i>			
Radiator bleeding	X		
Radiator valve repair	X		
Radiator repair	X		
Basic temperature regulation	X		
Changing sauna stove stones	X		
Tending own garden area, terraced houses		X	

PLEASE REMEMBER:

- All observed pipe leaks shall be notified to the maintenance company immediately.
- Socket outlet covers, lamp connectors and hooks are fixed structures that have to be left in place when moving out.
- Attaching items to walls and ceilings has to be avoided.
- Repairs caused by normal wear and tear of surfaces are not charged from the resident.
- It is advisable to take out home insurance in case of water damage and other damages.
- Please do not to keep a cable connected to a car heating socket when it is not connected to a car!

GENERAL RULES AND REGULATIONS

Pertain to both blocks of flats and terraced houses. Paragraphs 1, 4 and 6 are not applied to terraced houses.

In addition to what is laid down in general laws, decrees and tenancy agreements, and regarding property company buildings, in articles of association, general meeting's decisions and the housing companies act, the resident has to take into account the following regulations:

1. External doors are kept locked between 8 pm and 7 am. A person leaving a door open during this time is held responsible for the act.
2. It is forbidden to play music, sing or cause other disturbance between 10 pm and 8 am. In case of family celebrations, playing music is also allowed late at night, but the nearest neighbours or the housing manager have to be notified well in advance.
3. Beating rugs (allowed to be done only outside – on no account inside in staircases or on balconies of flats) is permitted on weekdays from 8 am to 8 pm. Airing bedclothes on a balcony is permitted on weekdays from 8 am to 8 pm. When using a balcony, the door to the staircase has to be closed. The balcony has to be cleaned after use.
4. In order to keep the staircase clean the tenant has to bear in mind that:
 - rooms or halls are not to be aired into the staircase,
 - clothes are not to be dusted or brushed in the staircase,
 - cats and dogs are not to be let into the staircase without supervision,
 - loitering is forbidden and children are not allowed to play in the corridor,
 - shoes are to be wiped and no noise is to be caused when walking the stairs and
 - sports equipment or other things are not to be stored in the corridor.
5. In order to keep the outdoor area clean:
 - kitchen refuse and other waste are to be thrown into appropriate containers,
 - each tenant is to keep his/her balcony clean and tidy,
 - bedclothes are not to be aired out of the windows and
 - the outdoor area is not to be used as a storage space without the housing managers' permission.
6. Using open fire, opening fire hatches and leaving windows open in the basements and the attic is forbidden under penalty of law. Common areas are not to be used as storage space.
7. Smoking is prohibited in all common areas, such as staircases, laundry and storage rooms and sauna facilities.
8. If the tenants are going away for more than a week, they have to notify it to the housing manager or the building maintenance in case of fires and the maintenance of water and heating pipes, electric cables etc.

9. The resident is allowed to wash personal laundry in the flat using a properly installed washing machine. The laundry room and drying facilities are at residents' disposal according to a reservation list. Residents are advised not to dry laundry in the bathroom because it causes moisture damage.
10. Person responsible for damaging structures, breaking windows, scratching walls or causing other damage is liable to pay full compensation. The resident must notify water pipe leakages etc. immediately to the housing manager or the building maintenance in order to avoid paying damages.
11. It is strictly forbidden to place any kinds of stickers etc. on the doors and walls. Wallpapering or painting the flat without the housing manager's permission is forbidden.
12. Installing a peephole or a door chain is allowed only on the condition that it is left in place when moving out. The same applies also to window sills and Venetian blinds.
13. Driving and parking motor vehicles on walkways is prohibited except for vehicles necessary for maintenance.
14. Letting dogs, cats and other pets loose is prohibited everywhere on the property company's grounds. Pets must be kept on a leash when outdoors.