

In view of art. 1 of the Internal regulations for tenants (hereafter IRFT), the management committee has edited the following guidelines.

Application guidelines to the internal regulations for tenants

Applicable to the houses owned by the FMEL as well as the properties managed by the FMEL

Version 01.01.25





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Foreword

These application guidelines to the internal regulations for tenants have been edited according to the first article of the Internal regulations for tenants (hereafter IRFT).

Art. 1 Full list of Specialised High Schools (art. 4 of IRFT)

The full list of Specialised High Schools has been edited by the Canton of Vaud at the following internet address:

https://www.vd.ch/themes/formation/enseignement-superieur/liste-des-institutions/

Art. 2 Procedure for manual bookings (art. 11 of the IRFT)

Should there be technical problems with the electronic booking platform, the FMEL will proceed as follows:

- Register the housing applicants on a waiting list managed by the person in charge of the relevant department.
- This waiting list includes the following information:
 - o Surname
 - First name
 - o Date of birth
 - o Maximum rent
 - Lease start date
- The FMEL will make a proposal to applicants according to their wishes, depending on housing availability;
- Applicants have 24 hours to accept or refuse the offer of housing. If the offer is refused, the applicant will go to the bottom of the waiting list;
- All applicants will be informed as soon as the booking platform is available again.

Art. 3 Booking procedure (art. 12 of the IRFT)

Housing applicants must register on the FMEL booking platform via the following website:

https://www.fmel.ch/book

The applicant must present an official ID when booking and is solely responsible for the veracity of information provided to the FMEL:

- Incomplete information will lead to a delay in the booking procedure.
- False information will be sanctioned by a ban on access to FMEL accommodation.

As the selection, allocation and monitoring of accommodation is carried out by the tenant and automatically processed by the « StarRez » system, the FMEL can in no way be held responsible for any problems arising from input errors.

Upon receipt of a housing proposal, applicants must complete their profile on the portal by uploading their ID and proof of immatriculation for the coming semester or proof of their pre-immatriculation.

Any communication or document sent by the FMEL will be initiated from e-mail addresses ending in *@fmel.ch.* It is up to the tenant to verify this in order to prevent scams.



Art. 4 Cancellation by the tenant (art. 12 of the IRFT)

If the reservation is cancelled by the tenant (before the check-in), the following financial sanctions are applicable:

Cancellation term	Amounts owed (tax inclusive)
+ 30 days from lease start date	Half the security desposit
30 days or less from least start date	The full security deposit
After lease start date	The rent owed and the security deposit

Art. 5 Administrative costs related to the reactivation of an account (art. 13 of the IRFT)

The administrative costs of early account reactivation are CHF 100.

Art. 6 Costs incurred when changing accommodation (art. 16 of the IRFT)

The administrative costs incurred when changing accommodation are CHF 500.

If the internal procedure of the bank authorises a transfer of the security deposit when upgrading, the tenant does not need to open a new security deposit.

If the internal procedure of the bank does not authorise the transfer of the security deposit when upgrading, the tenant is obliged to open a new security deposit before the first security deposit is released.

Art. 7 Security deposit (art. 16 of the IRFT)

The rent security deposit must be opened before arriving in person at the FMEL and can be done by the majority of Swiss banks.

The FMEL does not accept security deposits from banking institutions that demand that the FMEL must sign the document in order to open the security deposit account.

The *Banque Cantonale de Fribourg* has an agreement with the FMEL offering a simplified procedure for the opening of a security deposit account for rent.

In order to open the rent security deposit account, a bank transfer can be made to the following account:

Banque Cantonale de Fribourg

Boulevard de Pérolles 1 CH-1701 FRIBOURG Beneficiary: Fondation Maisons pour Etudiants - Lausanne (FMEL) SWIFT/BIC: BEFRCH22 IBAN: CH8800 76800 99181 06001 Clearing: 768 Indicate: 004066 GLO FMEL as well surname and first name of lease holder.



The exact payment must be made in CHF – Swiss francs and the full bank charges are at the cost of the tenant (including those debited by the correspondent Swiss bank for forwarding the transfer).

Once the bank transfer has been carried out, an e-mail must be sent to the administration of the relevant house ([house]-administration@fmel.ch) containing the following details:

- The form « opening a security deposit » created during registration, signed and scanned;
- A copy of ID.

10 working days are required for the BCF bank to receive the payment, open the security deposit account and send the certified document to the FMEL.

The BCF bank will deduct a CHF 30 fee for this service (which will be deducted from the deposit upon release).

If the reservation is made less than 21 days before arriving in the accommodation, the applicant must transfer the amount of the security deposit directly to the FMEL's account stipulating "security deposit and ID number".

In adherence with lease law, the FMEL will transfer the amount of the security deposit into a deposit account with the BCF, in the name of the tenant.

The applicant must also sign and return the "security deposit transfer to the BCF" form (sent by the FMEL by e-mail) to <u>finance@fmel.ch</u>

Once the security deposit amount and the form have been received, the applicant will receive confirmation from the FMEL and arrangements for arrival can then be made. The applicant will also receive confirmation from the BCF that the account has been opened, once the transfer has been carried out.

When, exceptionally, payment of the security deposit is made to the FMEL instead of a bank, the payment must be made as follows:

- Either by bank transfer to the following account:

BCV Banque Cantonale Vaudoise Place St-François 14 CH-1001 Lausanne Beneficiary : Fondation Maisons pour Etudiants - Lausanne (FMEL) Rte de Praz-Véguey 29 – 1022 Chavannes-près-Renens SWIFT/BIC: BCVLCH2LXXX IBAN: CH11 0076 7000 T038 1150 0 Account #: T0381.15.00

- Or via the platform <u>Convera GlobalPay</u> (only this link is to be used). As it takes 5 days to process the payment via this platform, if the lease starts at shorter notice, the recommendation is to make the transfer to the BCV account.

In this case, the payment must be made in CHF – Swiss francs and costs incurred must be borne entirely by the tenant. This account must not be used for rent payment.



As from 1 January 2023, the security deposit is uniform, as in CHF 1'200 whatever the type of accommodation.

If the bank is unable to answer any questions, please contact the administration of the house (<u>[house]-administration@fmel.ch</u>) indicating "transfer of rental guarantee" in the subject line.

Art. 8 Instructions for rental payment (art. 18 of the IRFT)

Rent payment can be made via a Swiss bank account (e-banking with the QR code) or via the <u>Convera</u> <u>GlobalPay</u> platform (**use only this link**, the date of receipt of payment is binding, 5 days are needed for processing via this platform) or at a post office counter in Switzerland (payment in cash or by debit card).

For questions regarding e-banking, please contact the bank concerned.

The QR code is linked to your customer account in the in FMEL's IT system. The IBAN indicated on the QR code is specific to the QR code payment and does not correspond to an IBAN that can be used for a transfer to the account.

In order to avoid delays or payment problems, setting up a standing order by scanning the QR code using the banking application is advisable. Questions about standing orders should be addressed to the relevant bank.

It is also possible to use the QR code received on the last invoice to make advance rental payments.

For tenants who have not yet arrived in Switzerland at the start of the lease:

- It is possible to pay rent using the <u>Convera GlobalPay</u> platform (**use only this link**, the date of receipt of payment is binding, 5 days are needed for processing via this platform).
- If arrival in the accommodation is during the first month of the lease, it is possible to open a bank account or to pay at the post office. In this case, do not take the rent due date into account nor a possible payment reminder (without charges). These are sent out automatically by the system.
- If the tenant arrives in the accommodation more than a month after lease start date, rent may be paid from abroad by bank transfer to the following account (not to be confused with the account used for the payment of the security deposit):

PostFinance SA

Mingerstrasse n° 20 3030 Berne (Suisse) Account No. 10-159144-3 Account holder: Fondation maisons pour étudiants de l'UNIL & EPFL Rte de Praz-Véguey 29 – 1022 Chavannes-près-Renens

BIC: POFICHBEXXX IBAN: CH11 0900 0000 1015 9144 3

The payment must be made in CHF - Swiss francs and the costs are to be borne entirely by the tenant.

This transfer option should only be used in exceptional cases and is by no means to be used for regular rent payment.



In all cases, the FMEL does not send out payment receipts. Reminders are sent out 5 days after the due date in case of non-payment.

If the above instructions are not followed, the following penalties will be as apply:

- first time: a notice sent by email
- second time: CHF 10 administration fee will be charged
- third time: CHF 25 administration fee will be charged
- the fourth time: CHF 50 administration fee will be charged and a warning notice sent

Payments by cheque, international money transfer agency, credit card, etc. other than <u>Convera</u> <u>GlobalPay</u> are not accepted by the FMEL.

Art. 9 Process and administrative costs linked to non-respect of rent payment (art. 18 of the IRFT)

The invoices are sent by e-mail to the e-mail address the tenant indicated when registering on the FMEL the booking platform. Rental due date is 5 days from the date of the invoice.

After this period, a reminder is sent automatically by e-mail. If the invoice remains unpaid 10 days after the initial due date, a formal default notice is sent by post. An administrative fee of CHF 50 will be charged for this formal reminder and the procedure is as follows:

- 1. Upon receiving a first default notice, the tenant is sanctioned with a warning notice.
- 2. Upon receiving a second default notice, the tenant is sanctioned with another warning notice and rent must be paid three months at a time in advance.
- 3. Upon receiving a third default notice, the tenant is sanctioned with a 3rd warning notice and the lease will be prematurely terminated in accordance with art. 60 of the internal regulations for tenants.

After a final deadline of 30 days from the date of the notice of default and without receipt of payment of the rent, the FMEL will prematurely terminate the lease (art. 60 of the internal regulations for tenants).

Art. 10 Insurance coverage (art. 20 of the IRFT)

The insurance and deductibles are the follows:

Les assurances et les franchises sont les suivantes :

Туре	Insurance	Amount insured	Deductibles	Police n°
Fire	ECA	CHF 5,000	CHF 0	FMEL
natural disaster	ECA	CHF 5,000	CHF 200	FMEL
Burglary	Helvetia	CHF 5,000	CHF 200	4.000.569.008
Third-party liability	Helvetia	CHF 5,000	CHF 500	4.000.569.008

Claim statements must be made to house manager [house]-intendance@fmel.ch. FMEL will forward the claims to the insurance companies.



Art. 11 Sub-renting (art. 22 of the IRFT)

Tenants who wish to sub-rent their accommodation must fill out and return the « sub-rental » form which can be found on the portal in the profile of the tenant.

Tenants may present a candidate for sub-rental. However, the FMEL reserves the right to sub-rent the accommodation.

Tenants who wish to sub-rent their accommodation are responsible for the veracity of the information provided to the FMEL.

The tenant will be invoiced at CHF 100.- for the sub-rental.

Art. 12 Exam time protection period (art. 26 of the IRFT)

Exam time protection periods start one month before the date of the exams as published by the two university calendars at the following internet address:

https://www.unil.ch/central/fr/home/menuinst/organisation/documents-officiels/calendriersacademiques.html

https://www.epfl.ch/education/studies/reglement-et-procedure/calendrier-academique/

Art. 13 Transmission of the semestrial immatricultion document (art. 29a of the IRFT)

Tenants can allow the High School to automatically send proof of their immatriculation. In order to do so, tenants must go to their profile on the portal and tick the box "data sharing". Tenants may at any time cancel this data sharing.

The High Schools are requested to comply with this twice a year approximately one week before semester start. Whatever the tenants choose to do, they must provide proof of immatriculation if requested to do so by the FMEL.

Art. 14 Visitor tax (art. 30 of the IRFT)

Visitor tax is dependent on the municipal policy that applies at the address of the accommodation. Visitor tax is suspended until further notice.

If one or more municipalities decide to reinstate visitor tax, the tenants will be informed by the municipality or the FMEL.

For information purposes, the communal regulations on visitor tax are as follows: For Lausanne, Chavannes-près-Renens, Ecublens, St-Sulpice and Crissier: <u>https://www.lausanne.ch/apps/actualites/Next/serve.php?id=60&kind=recueil</u> For Echandens: <u>https://arcam-vd.ch/wp-content/uploads/2023/02/Reglement-Intercommunal-sur-la-taxe-de-sejour_new.pdf</u> For Yverdon-les-Bains: <u>https://www.yverdon-les-bains.ch/fileadmin/documents/ylb/Securite-Police/pdf/Reglement-sur-les-taxes-de-sejour.pdf</u>



Art. 15 Collection of TV and radio licence fees (art. 31 of the IRFT)

The collection of the TV and radio licence fees falls under the competence of the Federal Office of Communications (OFCOM).

Explanations can be found at the following internet address :

https://www.bakom.admin.ch/bakom/fr/page-daccueil/medias-electroniques/redevance-de-radiotelevision.html

The FMEL has no competence in terms of deciding who is subject to taxation. If tenants have questions, they are referred to the company in charge of the collection via the following internet site:

https://webform.serafe.ch/fr/

Art. 16 Competition bike (art. 33 al.3 of the IRFT)

In derogation of art. 33 al.3 of the IRFT, if a tenant owns a competition bike, this can be stored in a specific cover inside the room.

Art. 17 Warning notice – wasting energy (art. 34 of the IRFT)

The following actions will result in a warning notice:

- Using energy-consuming electrical appliances (electric radiators, air conditioning, etc.);
- Using a fridge or large electrical household appliances other than those supplied by the FMEL;
- Leaving a window open during a cold spell.

Tenants are invited to behave eco-responsibly in order to avoid having to increase the utility charges in the years to come.

Art. 18 Regular upkeep - RULV (art. 35 of the IRFT)

The *Règles et usages locatifs vaudois (RULV)* are binding and can be consulted at the following Internet link:

https://prestations.vd.ch/pub/blv-publication/api/actes/a000529e-b2b9-4808-b911-586f55a7ced5/annexes/1?dmev=01.07.2020

Art. 19 Periodic inspection process (art. 36 of the IRFT)

Periodic inspections are carried out every month in the flatshares. They are announced by e-mail one week in advance. These inspections concern the cleanliness of the private communal areas and the kitchen facilities. The aim is to check the good maintenance of the private communal areas and to verify the general hygiene (see Art. 20).

If the inspection is not validated, an e-mail will be sent to the flatshare tenants and a second inspection will be carried out one week later.

If this second inspection is not validated, an e-mail will be sent to the flatshare tenants and the FMEL will clean the flatshare at the expense of all the flatshare tenants.

The flatshare tenants will then be sanctioned with a warning.



Art. 20 Warning notice - cleaning (art. 38 of the IRFT)

Non-respect of cleaning criteria will result in a warning notice:

- Kitchens :
 - Stove, oven, microwave: traces of dripping, traces of burning;
 - Fridge and freezer: traces of dripping, stale food inside the appliance, freezer not defrosted regularly;
 - Sink: accumulation of food waste in the sink, traces of limescale, accumulation of untidy dishes;
 - Ventilation hood: traces of dripping, traces of grease, filters not cleaned.
- Shelves, cupboards, drawers:
 - Traces of spills, stale food or food scattered in the storage area;
 - Dirty waste bin (waste, spills, dust);
 - Non-compliant use of bin liners.
- Wall and floor:
 - Storage of household waste inside or outside the accommodation (including temporarily on the doorstep);
 - Food traces on the floor;
 - Traces of drips, splashes, other cleanable marks on the wall.
- WC, shower and bathroom:
 - Taps: traces of limescale
 - Toilet: dirty toilet bowl bottom, dirty toilet lid or toilet seat (urine or other stains)
 - Shower tray: traces of dirt on the shower tube, accumulation of hair in the tube or syphon;
 - Floor: traces of limescale.

Art. 21 Warning notice – due diligence (art. 51 of the IRFT)

Behaving as follows, be it towards another tenant or FMEL staff, will result in a warning notice:

- Night-time disturbance;
- Inappropriate behaviour towards security guards;
- Threats, verbal or physical violence;
- Harassment, racism, discrimination, incitement to hatred;
- Homophobic or xenophobic remarks.

Art. 22 Video surveillance devices (art. 53 of the IRFT)

Video surveillance devices are defined in the framework of the guidelines which can be consulted on the FMEL booking platform via the following website:

https://www.fmel.ch/book

Tenants living in a house equipped with video surveillance receive the rules as an enclosure to their lease contract. In signing the lease, the tenants automatically accept the recording and use of these images.



Art. 23 Premature termination (in-room tenant) (art. 57 of the IRFT)

If the lease is terminated while it is running and if the termination is accepted, the tenant will have to pay the landlord, compensation as indicated below as participation to the costs incurred to cover the damages relating to the early departure. Lease terminations may be requested for the 15th or for the end of the month. The date of receipt (of the e-mail) is the determining factor.

For ordinary cases, in other words more than 60 days, there is no charge.

Termination is accepted in cases of definitive failure (on presentation of an attestation from the High School) or for medical reasons (on presentation of a medical certificate issued in Switzerland). The following tariffs apply on top of the rent owed:

Receipt before the requested deadline	Compensation in CHF
+ 30 days	150
30 days to 15 days	300

The minimum notice period for exceptional termination is 15 days.

Exmatriculation at the end of studies, or due to voluntary interruption of studies is not considered as a case of *force majeure*.

Art. 24 Contact details of conciliation boards (art. 62 of the IRFT)

Details of the conciliation board for lease law for tenants living in the municipality of Lausanne can be found on the following website:

https://www.vd.ch/themes/etat-droit-finances/districts-prefectures/competences-des-prefets-etprefectures/lausanne/

Details of the conciliation board for lease law for tenants living in the municipalities of Chavannes-près-Renens, Crissier, Ecublens and Saint-Sulpice can be found on the following website:

https://www.vd.ch/themes/etat-droit-finances/districts-prefectures/competences-des-prefets-etprefectures/ouest-lausannois/

Details of the conciliation board for lease law for tenants living in the municipality of Echandens can be found on the following website:

https://www.vd.ch/themes/etat-droit-finances/districts-prefectures/competences-des-prefets-etprefectures/morges/

Details of the conciliation board for lease law for tenants living in the municipality of Yverdon-les-Bains can be found on the following website:

https://www.vd.ch/themes/etat-droit-finances/districts-prefectures/competences-des-prefets-etprefectures/jura-nord-vaudois/

Art. 25 Cleaning costs (art. 69 of the IRFT)

The detailed list of cleaning costs as well as other interventions by FMEL staff can be found in the Annex to these guidelines.



Art. 26 Destruction of letters and parcels (art. 73 of the IRFT)

Any parcels received for tenants who have handed in their keys or key-fobs and completed their checkout (hereafter EDL-S) (art. 68 of the internal regulations for tenants) will be recycled or destroyed within one month. Letters will be destroyed within this period, without even being opened.

Art. 27 Jurisdiction (art. 76 of the IRFT)

Jurisdiction for tenants living in the municipalites of Chavannes-près-Renens, Crissier, Echandens, Ecublens, Lausanne and Saint-Sulpice can be found on the following website:

https://www.vd.ch/toutes-les-autorites/ordre-judiciaire-vaudois-ojv/tribunauxdarrondissement/lausanne/

Jurisdiction for tenants living in the municipality of Yverdon-les-Bains can be found on the following website:

https://www.vd.ch/toutes-les-autorites/ordre-judiciaire-vaudois-ojv/tribunauxdarrondissement/broye-et-nord-vaudois/

Art. 28 VAT

All the amounts indicated in these guidelines are without tax (unless specific mention of the contrary). VAT will be added to the amount of the invoice sent.

Art. 29 Amendments

The management committee can amend these guidelines at any time. The French version, on the FMEL website, is binding.

Art. 30 Approval and effective date

The amendment of these guidelines was approved by the management committee on 28 November 2024. They complete the internal regulations for tenants and are effective on 1 January 2025; the French version is binding.

Chavannes-près-Renens, 28 November 2024.

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Appendix: various cost (tax not included)

Description	Cost of matériel (CHF)	Cost of intervention (CHF)	Total cost (CHF)
BEDDING KIT RENTAL			
Rental from 1 to 2 months/flat rate	60		60
Rental from 3 to 5 months/flat rate	90		90
Rental from 6 to 10 months/flat rate	120		120
SECURITY INTERVENTION / KEY			
Unlocking door		130	130
Noise after 10 pm (charge per tenant)		170	170
If call unjustified, the caller is charged		170	170
Loss of key/key-fob, new key/new key fob	80 per item		80 per item
2 nd key lost, cylinder change		500	500
ADMINISTRATIVE FEES			
Administrative fees for billing of warning notice		15	
Administrative fees for billing susequent to a default notice		50	
CHECK-OUT (EDL-S)			
Cleaning hours by FMEL staff		80/hr	Depending on time spent
Cleaning room (>3h)		300	
Cleaning room and bathroom (>3h)		400	
Cleaning studio flat (>3h)		500	
Late arrival at appointment		50	
No show at EDL-S		100	
Removal of remaining bulky items		50/hr	Depending on time spent
UNSATISFACTORY PERIODIC CLEANING CHECK			
Cleaning hours by FMEL staff		50/hr	Depending on time spent
		30/11	Depending on time spent
REPAIRS / REMPLACEMENT FURNITURE BATHROOM FITTINGS BEDDING			
Desk	250	80	330
Desk / kitchen chair	80	80	160
Desk / bedside lamp	30	80	110
Waste paper bin	10		10
Trundle bed	1200	80	1280
Bed frame	240	80	320
Mattress 90x200	320	80	400



Mattress 140x200	520	80	600
Mattress protector / cover sheet	30		30
Large mattress protector (140x200)	170		170
Small mattress protector (90x220)	110		110
Bedside table	40	80	120
Broken bed slats, per slat	10	80	90
Two or three person sofa	1200	80	1280
Kitchen bin	100	80	180
Dinner table	250	80	330
Blind crank handle	60	80	140
Shower curtain	50	80	130
Toilet seat	150	80	130
Other items of furniture	According to price	80	According to price

REPAIR - REMPLACEMENT OF KITCHEN APPLIANCES

Freezer door or handle	170	80	250
Freezer compartment / fridge or freezer shelf	70	80	150
Remplacement of micro-wave oven	130	80	210
Other items of kitchen equipment	According to quote/invoice	80	According to quote/invoice
Electrical repair-replacement	According to quote/invoice	80	According to quote/invoice
Carpentry repair-replacement	According to quote/invoice	80	According to quote/invoice
Plastering and painting repair-replacement	According to quote/invoice	80	According to quote/invoice
Blinds repair-replacement	According to quote/invoice	80	According to quote/invoice
Various repairs-replacement	According to quote/invoice	80	According to quote/invoice

PLUMBING INTERVENTIONS BY FMEL TECHNICAL TEAM

Unclogging shower	80	80
Unclogging ktchen sink	120	120
Unclogging bathroom washbasin	100	100
Unclogging toilet washbasin	100	100

INTERVENTION FROM EXTERNAL COMPANY

Intervention from an external company	According to	According to supplier's
	supplier's invoice	invoice