

### Flat Hunting

WOHN-IN e.V. sees itself as a kind of “notice board” for flat hunters. Only rental units that are free of commission and are located in or near Münster will be included – from furnished rooms in shared flats to single-family houses. New rental properties are added on a daily basis. These are not usually advertised simultaneously in other media. This gives members an additional chance to find a flat.

Flat-hunting members should check the new entries regularly.

### Legal Advice

Members can get legal advice on questions and problems related to landlord and tenant law.

Appointments have to be scheduled for the counselling sessions - optionally as legal advice over the phone or in personal consultations.

Problems that arose before the start of membership can also be discussed.

This offer applies nationwide and covers all former, existing and planned, non-commercial rental arrangements.

WOHN-IN e.V. bears all of the costs of all pre- and extrajudicial legal services provided on its behalf.

### Verification of Bills

Heating and auxiliary costs bills can be submitted for verification. If the calculations contain errors, a review points out possible complaints and provides recommendations for the further procedure.

Leases and additional agreements can also be checked and discussed.

Modernisation measures and defects in flats as well as rent rises, notices and other documents related to landlord and tenant law can also be checked and processed by a lawyer.

### Conflict Counselling

In the event of conflicts with landlords or disputes with neighbours, members can enlist the help of a mediator.

Depending on the circumstances, this counselling can either take the form of confidential one-on-one talks or as chaired conciliation talks within the scope of a mediation.

The association bears the costs of any conflict counselling and mediations carried out on its behalf.

### Legal Expenses Insurance

WOHN-IN offers its members the opportunity to take out legal expenses insurance, the association has concluded a group insurance contract.

Members can use this to cover the cost risk of a tenancy law suit and obtain legal protection for their rental units.

This covers all lawyer, court and expert costs up to a maximum of 300,000 € with a deductible of usually 150 € (per insured event).

The insurance cover begins 3 months after registration for the insurance and extends to disputes under tenancy law that have arisen after the expiry of this waiting period.

### Search for New Tenants

Anyone looking for a tenant or new tenant can advertise their rental property for free in WOHN-IN.

The only condition is that this is a property in the greater Münster area that can be rented free of commissions.

The landlord or previous tenant can note any restrictions and conditions and determine the duration of the ad.

You do not have to be a member to use this service.

### Membership

Membership runs for at least **one year** (= 12 months) and is renewed tacitly and automatically for a further year unless terminated **in writing not later than 3 months** prior to the end of the membership period.

#### Fee structure:

	<b>Basic</b> without legal expenses insurance	<b>Plus</b> with legal expenses insurance
admission fee (non-recurrent)	21,-- €	21,-- €
<b>contribution</b> (= for 12 months)	<b>69,-- €</b>	<b>91,-- €</b>

### Legal Advice

Members are entitled to legal advice in questions related to landlord and tenant law immediately after admission to the association (= no waiting period !), though only for rental properties that are used as rental dwellings, lie within the Federal Republic of Germany and are the former, current or future residence of the member.

This counselling is either over the phone or personal. Appointments are to be made through the association's office!

The association decides where the counselling is to take place and who is to perform this.

The association only bears the costs of pre- and extrajudicial legal counselling, examinations and any necessary correspondence by lawyers.

### Conflict Counselling

This counselling is either over the phone or personal; appointments are to be made through the association's office!

The association decides where the counselling or mediation is to take place and who is to perform this.

The association bears the costs of the conflict counsellor and - on request – those of a possible mediation.

### Verification of Heating and Ancillary Costs Bills

If you would like the association to check your heating / ancillary costs bills, please send us a copy or scan of the following documents along with your membership no. (as PDF file - b/w, max. 150 dpi):

- all of the billing documents sent by your landlord / landlady,
- the basic tenancy agreement (all pages please!),
- if possible the bill for the previous year for the same rental unit,
- additional information with respect to particularly striking features or suspected errors.

### Help Searching for Commission-Free Flats

There are two ways members can find out about housing offers submitted to the association:

- **personal inspection in the association's office**  
(on presentation of the membership card and membership card)
- **telephone inquiry** (only for offers received over the past two days!)  
(quoting the membership no.)

Data relating to apartments or tenants may not be passed on to non-members, estate agents or their feeder services! We reserve the right to make (criminal) charges in the event of any infringement!

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### Date Changes / Membership Card

The association must be informed immediately of changes to your name, address or bank account. Changes to your telephone number or email address should also be announced promptly. If you find a flat through WOHN-IN the association should also be notified of this.

The membership card is non-transferable. If lost, the association must be informed immediately. A fee of 3,-- € will be charged for a new membership card.

### Subscriptions / Fees

#### **If you are in arrears with your fee**

- an arrears fee of 6,-- € will be levied along with the postal charges incurred,
- the membership rights will be suspended,
- **the insurance protection will be suspended; it will expire in the case of gross arrears!**

The full membership fee remains due for payment!

Any expenses incurred by the association for information from the resident's register and charge backs have to be reimbursed.

### Termination of Membership

Membership **is renewed tacitly and automatically** unless **terminated in writing**. The termination can only be to the end of a membership year. A membership year corresponds to a period of 12 months. The notice of termination must be sent to the association **not later than three months before the end of the membership year!**

The legal expenses insurance can be terminated separately without terminating the WOHN-IN membership! However, terminating the WOHN-IN membership automatically terminates the legal expenses insurance too.

#### **Ways to terminate the membership:**

- personally (sign a termination form in the office – keep a copy)
- by letter (please enclose return postage for confirmation of receipt or call by phone to confirm receipt)
- by registered letter (keep the receipt of delivery)
- by fax with signature in your own hand (keep the fax report)
- by email attachment with scanned signature in your own hand (send setting: with read receipt)

A notice of termination **without a signature in your own hand will not be accepted.**



## **Data Protection Information of WOHN-IN - Wohnraum-Interessen e.V.** according to Art. 13, 14 and 21 of the General Data Protection Regulation (GDPR / DSGVO)

**Responsible** for all matters of data protection and data security is *WOHN-IN - Wohnraum-Interessen e.V.*, Hammer Straße 26 c, 48153 Münster, telephone: 0251-523021, e-mail: wohn-in@wohn-in.de

**Purposes of Data Processing:** We process personal data exclusively for statutory purposes, in particular for membership administration and for the provision of services (assistance in finding accommodations, legal and conflict consultations, legal expenses insurance).

**Sources and Types of Personal Data:** We process the master data and contact data provided to us in the application form for membership or during the admission procedure respectively; data resulting from any correspondence between member and association, and, in the case of a SEPA direct debit mandate, the bank and payment data.

In addition, we process personal data of prospective members (name, contact details). The data will not be passed on to third parties.

Finally, we process personal data of rental offers named to us (name and contact data of the provider or contact person as well as details of the rental object). This data is exclusively passed on to flat-hunting members of the association.

Wherever possible, personal data is collected from the person concerned. Data will not be transferred to countries outside the European Union.

**Data Transfer:** Member-related data is transferred to the advising lawyer in the context of legal consultations; if necessary to the registration office for address verification; to the participating credit institutions for payment of dues by SEPA mandate; and in the case of gross arrears of dues to debt collectors.

In case of a legal expenses insurance, the master data of the insured member and the address of the rented apartment to be insured will be passed on to LVM Landwirtschaftlicher Versicherungsverein Münster a.G., Kolde-Ring 21, 48151 Münster, via LVM-Versicherungsagentur Christian Vosseberg, Hammer Str. 130, 48153 Münster.

The members' search profiles are not passed on to third parties.

**Duration of Storage of Personal Data:** Personal data is only stored for the purposes mentioned above and only as long as this is necessary for the fulfillment of these purposes and no other legal justification for the storage exists. However, legal provisions may result in retention periods of up to ten, in individual cases up to thirty years.

**Order Processing:** Where we use the services of external contractual partners to fulfill our statutory tasks, we conclude data processing agreements with them after we have satisfied ourselves that they guarantee an appropriate level of IT protection with regard to data protection and data security.

### **Data Subject Rights:**

Right to information (Art.15 GDPR) about stored personal data and how they are processed.

Right to data portability (Art.20 GDPR) of the data provided to us and concerning the data subject.

Right to rectification (Art.16 GDPR) of incorrect or incomplete data. Members of the association have a contractual obligation to cooperate and inform us immediately of any change in data, e.g. name, contact details or bank details (see organizational guidelines).

Right to erasure (Art.17 GDPR), if the purpose for which the data was collected has ceased to exist or the data processing was unlawful. However, the right to deletion may be opposed by legitimate interests on the part of the association or by statutory retention periods.

Right to revoke consent given (Art.7 (3) GDPR). The lawfulness of the processing carried out until then on the basis of consent is not affected by the revocation.

Right to object (Art.21 GDPR) A data subject has the right to object, on grounds relating to his or her particular situation, to the processing of data relating to him or her. We will delete this data unless its processing is necessary for other purposes (e.g., contract performance) and our legitimate interests override the rights and freedoms of the data subject.

Right to restriction (Art.18 GDPR) of processing if one of the relevant conditions is met.

Right to lodge a complaint (Art.77 GDPR): every data subject has the right to lodge a complaint with a supervisory authority. The competent authority for the association is the *NRW State Commissioner for Data Protection and Freedom of Information*, P.O. Box 200444, D-40102 Düsseldorf; telephone: 0211-384240; e-mail: poststelle@ldi.nrw.de.

**Data Security:** We take appropriate technical and organizational measures to protect personal data from loss, manipulation and unintentional disclosure. We follow the relevant technical guidelines and recommendations of the German Federal Office for Information Security (BSI) and use state-of-the-art encryption methods.

**Subject to Change:** We reserve the right to adapt our data protection practice and this data protection information according to the event of changes in the legal situation and taking into account technical developments.