

## Cleanliness

### Cleanliness on move-out

The dwelling should be returned in the condition required by the contract or as it was accepted. At least appliances should be cleaned and the apartment cleared and broom swept. That applies also to other rooms and areas that are a part of the contract (basement, attic, garage, garden).

### Damages/major repairs

The tenant is responsible for all damages in excess of fair wear and tear caused by pets, family members, guests or himself.

The move-in protocol is important because it can be used as proof whether the tenant has caused the damage or not. The tenant is not responsible for damages caused by fair wear and tear.

### Open Utility Bills

Cities and providers in Germany provide the annual billing for water, sewage, heat, etc in July or January.

In some cases the final billing is not available on move-out, therefore the landlord is authorized to present the billing after the lease is terminated. However, the bill must be provided within the legally established timeframes (e.g., contract ends in March, 2009, the landlord can present the expense settlement for 2008 still up to the Dec, 31, 2009).

**The landlord may withhold an "adequate" share of the deposit for the final expense settlement. A previous year bill can be used to estimate the amount necessary to be withheld until the expenses can be finally settled.**

## HSD Services

HSD counselors can answer questions and assist you with problems associated with the termination of your local economy quarters. HSD can help to define problems and negotiate solutions with the landlord on your behalf. However--**HSD staff can not provide legal counseling or represent you in legal disputes with your landlord!**

**Legal counseling and advice is provided by the JAG Office in building 3312 on Kelly Barracks. The office hours are from 09:00-16:30 hours. Appointments can be scheduled by calling DSN: 591-7593.**



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## Leaving Stuttgart?

## PCS Information for Off-Post Housing



### HOUSING SERVICES OFFICE FRONT DESK

DSN: 596-2230  
COM: 09641-70596-2230

FAX-DSN: 431-2663  
FAX-COM: 07031-152663

Email: [usarmy.stuttgart.id-europe.mbx.dpw-hso@mail.mil](mailto:usarmy.stuttgart.id-europe.mbx.dpw-hso@mail.mil)



## Received your Orders?

The HSD is here to guide and assist you through the clearing process. However, there are certain important matters in the clearing process **you** will have to take care of as stipulated in the contract in a timely manner.

**Termination Notice:** Make sure that you send the termination notice to your landlord as stipulated in the contract and in a timely manner.

**The HSD contract** specifies the timelines; 90 days for normal termination and 30 days for termination based on the military clause.

**The 90 day termination.** The effective date of the termination is the day the Landlord receives the termination in person or by registered mail.

**The 30 day termination** notice based on the military clause. The effective date of the termination is the day the Landlord receives the termination in person or by registered mail. Check the appropriate block on the termination notice.

Please contact the HSD immediately if you receive orders with less than 30 day left to the PCS date.

## Attention!

**\*All termination notices must be in writing and send via registered mail in good time to the landlord. E-mail or Fax termination notices are legally not accepted! Make sure that your landlord acknowledges the receipt when you handover your termination.**



## Moving Out!

Disputes can originate after the house or apartment is handed over to the landlord. This often concerns the repayment of the security deposit, damages and associated repairs, the cleanliness of the dwelling or because of open utility costs or outstanding rent payments. Therefore, special attention should be applied to the following:

### Move-out Protocol

Tenant and landlord should record the state and the condition of the dwelling as detailed as possible in the move-out protocol.

Take pictures of issues or damaged or disputed by the landlord to capture the "as is" condition on move-out. This helps the tenant to prove the condition of the dwelling when a dispute arises after the rental property is turned over.

The protocol should also record all meter numbers and final (water, heating, power) readings.

Pervin Estates will assist you with the coordination and execution of your move-out inspection.

Please arrange for an appointment well in advance! Contact PERVIN ESTATES for further information at  
DSN : 596-2318 / 2521 / 3484 / 3782,  
COM : 09641-70596-XXXX, or [usarmy.stuttgart.id-europe.mbx.dpw-hsg-off-post@mail.mil](mailto:usarmy.stuttgart.id-europe.mbx.dpw-hsg-off-post@mail.mil)

### Security Deposit

A frequent quarrel subject is the security deposit.

The Military/Civilian contract demands that the security deposit is returned to the renter on move out minus justified and provable claims for damages or outstanding utility costs.

By law, the landlord must have a justified and proof able claims to withhold a part or all of the security deposit. The security deposit is due at the latest 6 months after end of the tenancy. However, the timeframe for deposit withheld for final utility/operational cost billing could be up to one year. This depends on when the landlord receives his final utility/

operational cost billing from the local providers.

### Security Deposit Continued

The tenant is entitled to a bank-customary payment of interest of the deposited security.

**Important with the security deposit: It may not be settled with open rents, because the security is a security for damages and no "advance" for the rent.**

### Redecoration

Some landlord may try to hold a part of the security deposit for redecoration purposes or cosmetic repairs.

**By law**, the tenant is only obliged to pay for such repairs if this was agreed on in the rental contract. In general, dwellings in Germany are mostly accepted in in un-renovated (as is condition). Rental property will be returned in un-renovated condition on the end of the lease. Tenant is not obligated to perform cosmetic repairs. Damages exceeding fair wear and tear are the responsibility of the tenant.

**All walls** and ceilings have to be painted with a covering coat of white paint if a complete renovation prior to move out was agreed on in the contract. The tenant is required to return the dwelling to the landlord in freshly painted condition.

**The tenant can paint himself, but paint job must be in acceptable quality, or he hires a painter to do the work.**

DDD Civilians and Contractors should have negotiated the redecoration issue with the landlord before the contract is signed. Acceptance of rental properties in "as is" condition should be preferred

**Dwellings accepted in "as is" condition! Tenants do not have any obligation to paint apartments on move out that were accepted unpainted in "as is" condition.**

