

Regulations of the contract of rent
*(Rules for the use and allotment of accessory charges in Council housing -ERP-
accommodation)*

TITLE 1
GENERAL DISPOSITIONS

Art. 1
Definitions

For the purposes of the present regulation, the Law referred to is the law of the Region Emilia nr. 24 of August 8th, 2001, regarding the general dispositions for public intervention in the housing sector.

Art. 2
Areas of application

The rules of the present regulation apply to all the accommodation specified in art. 20, clauses 1° and 2° of the Regional Law nr. 24/01 and subject to regulations of council housing accommodation.

The assignees and the occupants of council housing accommodation must observe the rules contained in the rent contract, the rules contained in the present regulation and those regarding the building itself (rules of building administration or self-management), which must be considered as an integral part.

TITLE II
OBLIGATIONS FOR TENANTS

Art. 3
Payment of rent and services

The assignees must pay punctually the rent and charges for services according to the terms indicated by the Council and by the regulations of the building administration of self-management, if existing.

All the components of the entitled family units are obliged to pay jointly the sum required for the tenancy of the accommodation and of the common areas.

Failure to pay charges for services is equal to failure to pay the rent.

Failure to comply with these rules within the date specified, entitle the Council to apply interest rates on the sums due according to articles 1282 and 1284 C.C. and the Council may take legal action to recover to recover the credit.

Should the Council need to intervene to cover the sum due and not paid to the building administration or self-management for services on the part of the assignee, a reimbursement equal to the 10% of the unpaid sum with a minimum of EUR 5 will be requested in addition to legal interests.

The assignees must refund totally the Council for expenses for services rendered. Through the rent payment, the Council may cash the expenses for ordinary maintenance of the common areas from the assignee.

If the assignees fail to pay for a period of over three months, the Council declares forfeiture except in cases of suspension of provision as specified in clauses 4° and 5° of art. 32 of the Law (settlement of arrears through plans of payment to recover debts or serious and proved personal or familiar situation of the assigned family unit) and in art. 10 of the Council regulation for the suspension of the provision of forfeiture.

Art. 4 **Use of accommodation**

Assignees are required to:

- be present for the consignment of the assigned accommodation on the date fixed by the Council
- occupy the accommodation within 30 days from the date of consignment of the accommodation
- occupy permanently the accommodation: the Council will declare forfeiture of assignment against those who have left the accommodation for a period of more than three months except when serious motives have been identified. To this end proved reasons related to motives of study, work, health, tutorship of minors, detention in prison or in rehabilitation units must be evaluated
- use the accommodation, according to art. 1587 of the C. C. with that sense of social responsibility and conscience required for the use of erp accommodation, fulfilling the terms of the regulations of local institutes regarding: heath, urban cleaning, public services management, town and country planning;
- keep the accommodation, the common rooms and areas in good conditions;

- if there is an individual boiler system, the assignee must effect ordinary maintenance once a year and exhaust analysis every two years, with regular maintenance certification on the heating system register, which must be shown on request in the event of extraordinary maintenance carried out by the Council;
- observe the rules for good neighbourhood relations;
- make use of the accommodation exclusively for living: professional offices, industrial and commercial activities are not admitted inside the accommodation, except home-based work according to the terms specified by the Laws and Regulations in use. The use of the accommodation for illicit or immoral purposes is not permitted. Sub-renting all or parts of the accommodation and the related outbuildings is forbidden. The Council will declare forfeiture of assignment in the cases of change of destination of use, sub-renting, use of the accommodation for illicit or immoral purposes;
- take great care that one's own children do not cause damage or disturbance, and assure their safety. (to be cancelled: children must use play areas allocated to them, if these exist, according to the indications given by the assembly and by the representatives of the assignees or of the building). Specific play areas are granted to children. The assignees must respect the indications given by the representative of the assignees or of the building regarding the use of common areas reserved for children;
- close water and gas taps completely after use: any damage deriving from such misuse will be charged to those responsible and the Council is exempt from any responsibility;
- inform immediately the Council, whether the charge for intervention be that of the Council or of the user, of any potentially dangerous situation or possible damage to the building or part of it to permit a ready and efficient intervention, in order to avoid danger to persons or things. However should the damage occur, each assignee is required to inform the Council immediately, also for insurance purposes;
- consign to the Council any required documents or data concerning the social, economical condition and the composition of the family unit for informative and administration purposes;
- move to other accommodation whenever this is necessary owing to restructuring work to the occupied accommodation or to the building;

- follow the rules decided by the Council or the Representative of the assignees concerning cleaning and maintenance of staircases leading to the accommodation, common rooms and open areas;
- make repairs to the accommodation and common areas for which the assignees are responsible according to the C. C., the contract of rent and the present regulation, as specified in the following articles;
- if there is an individual boiler system, the assignee must effect ordinary maintenance once a year and exhaust analysis every two years, with regular maintenance certification on the heating system register, which must be shown on request in the event reimbursement request and/or of extraordinary maintenance carried out by the Council;
- if there is a centralised television aerial on the building, only this system may be used; in case of inobservance, the Council is authorised to remove and demolish any private aerial at the expense of the assignee, who has no right to any reimbursement whatsoever, apart from exceptions by law.

The assignees are forbidden to:

- make use of the accommodation which leads to overcrowding situations according to the standards fixed by the regulation;
- cede all or part of the assigned accommodation;
- shake and beat carpets on the street, table clothes, rugs, sheets, mattresses, pillows and clothing. This operation is permitted only on inner balconies or in the specific areas and must be carried out following regulations of the city police force,
- install cloth-lines at the windows and in the common areas which are not destined to such use;
- deposit bicycles, motorcycles, vehicles in the common areas, unless there are alternative dispositions decided unanimously by the building administration or self-management;
- deposit in common area any encumbering, explosive or in any way dangerous material even for a short period;
- discard in the w. c. and sinks any material which may block waste pipes;

- store any harmful, inflammable, explosive or in any way dangerous material inside the accommodation, in outbuildings and in common areas;
- leave the main gate and entrances open after closure for the night;
- leave rubbish and other waste material in courtyards, in the street and in the joining areas;
- keep excessively heavy materials inside the accommodation, on balconies, on sun roofs and garrets;
- disturb neighbours with exhalations, noises and annoying sounds of any nature;
- place utensils, tools and any other objects on windows, balconies, terraces and common areas. Flower pots must always be carefully fixed to avoid falling. Watering must be effected in such a way and time so that it does not disturb neighbours and passers-by or damage the building;
- fix either inside or outside rooms any posts, bars and similar objects;
- keep animals inside the accommodation, cellars, lofts, garages and common areas which may cause annoyance or danger to the neighbours or damage to the building
- cross courtyards with any type of vehicle and park outside the spaces allocated;
- deface in any way the outside of the building;
- make changes and modifications to the common and exclusive areas, even for improvement, without approval of the Council and however utilise common areas of the building or of the outbuildings for individual use;
- convey gas exhaust fumes from heating stoves of any type into the hood tubes or in any type of tube which is not specifically intended for that purpose;
- build structures, fencing, verandas and any other work without previous permission;
- use uncertified appliances;

- install television or satellite aerials, heating and ventilation appliances and any other system without previous authorisation from the Council, apart from exceptions by existing regulations;

Art. 5
Use of common areas

All resident assignees are required to clean the common areas attached to buildings.

Procedures for cleaning will be decided by the assembly which may choose to delegate it to external cleaning firms.

Tenants must also take care of plants in the common areas. The pruning of plants and hedges as well as grass cutting must be effected by tenants of the building who must carry out the work at their own expense.

Should trees be cut down without permission, the assignees responsible must pay expenses for removal and replanting.

Should the Council be forced to intervene for reasons of hygiene and aesthetics, the relative expenses will be divided equally among all those responsible for intervention.

Should it be impossible to identify those responsible, expenses will be debited to all the assignees resident in the building or buildings.

TITLE III
CONSIGNMENT AND RE-CONSIGNMENT OF ACCOMODATION

Art. 6
Consignment and re-consignment of the accommodation

Assignees have the right to receive accommodation in good conditions, and fit for use, complete with all services and accessories. At the moment of consignment and however not later than 30 days from occupation, the assignee must give written notice of any possible objection which he intends to raise on the state of accommodation, otherwise the accommodation will be considered as consigned in good conditions.

On specific request of the assignee the Council will consign the accommodation in the actual condition, that is without any maintenance work which may be necessary and which can be carried out by the same assignee according to the terms specified by in art. 7 and 10 of the present regulation.

The consignment of the accommodation will have to be registered on a specific report compiled jointly with an official and the copy will be given to the assignee, complete with planimetry signed by both parties.

In the case of release of the accommodation for whatsoever reason, a re-consignment report will be written and signed by the representative of the Council and the assignee. The accommodation must be re-consigned empty of persons and things and in good maintenance conditions, except for normal deterioration through use.

Should the outgoing assignee refuse to sign the report, this will be signed by the representative of the Council and also by two testimonies.

With the aforesaid report, the conditions of the accommodation will be assessed and the eventual expenses for any work necessary to make repairs will be debited to the outgoing assignee should he be responsible for any damage to the accommodation.

In general, all works necessary to bring the accommodation to its original state if modified without approval will be debited to the assignee, as well as all those works which should have been carried out by the assignee according to the present regulation and which were not carried out through his carelessness or negligence.

For this purpose, partial or total use may be made of the deposit paid by the assignee at the signing of rent contract.

Art. 7

Restructuring works of residual accommodation to be carried out by the new assignees

The Council gives the new assignees who request it the possibility of carrying out at their own expense restructuring works in the accommodation assigned.

For this purpose reference must be made to conditions as specified in art. 10 of the present regulation regarding the improvement to ERP accommodation.

In particular the following conditions must be considered as valid:

- written request by the assignee for Council authorisation
- previous and explicit approval of the Council
- signing of a special agreement which contains all elements as cited in art. 10, except terms of reimbursement

Regarding the latter, in case of restructuring work in newly assigned accommodation, the Council:

- accepts to give the assignee total reimbursement of expenses up to the maximum limits admitted
- effects reimbursement in two six-monthly payments, the first of which to be paid not earlier than 60 days from the final account of work and positive inspection of the same

Inobservance of the agreement on the part of the assignee will be considered to all effects a violation of the present regulation and in consequence as breach of contract, prosecutable in the terms specified in art. 15.

TITLE IV MAINTENANCE OF ACCOMMODATION

Art. 8 Maintenance by the assignee

The assignee is required to carry out all maintenance works which are due to him according to the Civil Code and the rules for allotment to Council and assignee of expenses necessary to maintain the accommodation, outbuildings and common areas in good conditions.

For this purpose the assignee must permit access to the accommodation and outbuildings to the Council officials to verify that the works above are carried out regularly.

For maintenance of common areas the assignee will carry out the works assigned to him by the building administration or the self-administration, if existing, or by the same Council.

Should Council intervention be necessary for work assigned to the assignee, the Council itself will recover expenses and additional services cost from the assignee.

Art. 9 Maintenance by the Council

Assignees are entitled to maintenance work on the part of the Council according to the rules for allotment of expenses to Council and assignee. However the Council, which decides whether to approve requests for intervention, apart from those regarding safety, must give valid reasons when it does not intervene.

Calls for interventions inside the accommodation and related outbuildings, as well as common areas managed directly by the Council, may be made:

- a) in emergencies by phone, stating the address, position number of the building, phone number of the assignee if available
- b) in all other cases by filling in a specific form made available from the Council, to be given directly to the competent department or by written notice sent by post or fax.

Assignees are entitled to receive a reply regarding their notification within 30 days, except in emergencies where intervention is guaranteed after necessary controls.

For any maintenance work to systems, to common parts and areas in the building administered jointly or by self-administration, assignees must inform the administrator so that he may intervene directly according to the rules of the Civil Code, or inform the person responsible for the building so that he notifies intervention to the Council.

Whenever interventions for maintenance due to the Council as owner are caused by lack of ordinary maintenance on the part of the assignee, the Council will recover expenses sustained for carrying out necessary work and cost of additional services.

Art. 10

Improvements to Council housing -ERP- accommodation

Assignees may carry out works on the accommodation and its outbuildings, different from the maintenance works expected of them, with the scope of improving the accommodation, following written request for authorisation by the Council.

The approval of the Council must be previous and explicit and implies a reimbursement to the assignee according to the terms specified below.

No improvement works entitle the assignee to any patrimonial right, unless it has been previously and explicitly approved by the Council according to the terms cited in the present regulation.

For this purpose an agreement must be signed by Council and assignee containing, among other things:

1. list of works as individuated and estimated by the Maintenance Service, with indication of the maximum acceptable price, on the basis of the price list for various types of intervention determined by the Council. Such works may regard mainly:
 - a) installation of individual heating system
 - b) substitution of boiler or individual heating system
 - c) implementation of electrical system in conformity with safety standards
 - d) substitution of internal and external fixtures
 - e) substitution of internal flooring
 - f) introduction of gas plant system
 - g) renewal of bathroom and kitchen, including substitution of pipes
 - h) construction of garage
 - i) other works considered necessary and complementary to those cited in the above letters;

2. obligation to complete the aforesaid works within the terms established by the Maintenance Service. In the case of new assignment, from the expiry date of such terms a financial repercussion on the rent will commence;
3. in the case of new assignment, obligation to not occupy the accommodation until works have been completed
4. obligation of the assignee to effect at his own expense the authorised works as described in the previous points in the best possible way, in particular giving the Council all the necessary declarations of conformity to the regulations in force, assuming professionals and specialised firms who are in possession of the necessary credentials. The assignee assumes all responsibility to obtain the necessary authorisation for the execution of works, according to the regulations in force and exonerating the Council from every duty and responsibility whatsoever. Whenever modifications carried out imply notification of variation to land maps, the assignee must present notification to U.T.E. at his own expense
5. obligation to make out the invoices and any document proving expenses in his own name and providing, when works have been completed, the relative account, with indication of the firms utilised, also in order to determine the increased value property
6. obligation to provide the Council, when works have been completed, with a declaration according to DPR nr. 445/2000, stating that all invoices of the utilised firms and suppliers have been regularly paid;
7. acceptance of reimbursement terms as follows:
 - reimbursement by the Council of part of the expenses sustained by the assignee for works, within the maximum limits admitted, excluding expenses for building and planning documentation
 - a) equal to the 50% with 2 six-monthly payments, the first of which having and expiry date not earlier than 60 days from the date of approval of the final account for works
 - b) equal to the 80% with deduction from the rent with maximum credit of the 50% of the monthly rent calculated on annual basis until complete reimbursement. If the accommodation is re-consigned for whatsoever reason, reimbursement will be considered terminated on the date of the same re-consignmentReimbursement may be paid only on rents. Whenever the user is exempted from payment of any rent whatsoever, or when the reimbursement should begin or when the rent is fixed annually, reimbursement will be effected as stated in point (a)
8. acceptance that any work carried out is propriety of the Council, without any further claims of the part the assignee
9. the condition that any eventual fine charged to the assignee, the expenses related to the legal action to recovery of fines, as well as damages caused to the

accommodation by the assignee himself, will be totally compensated with the sum due to him for any useful improvements made

10. the condition that during the established period for carrying out works, the tenants exempt the Council from any responsibility for damage occurred to himself, third parties or to any of his possessions
11. the faculty of the assignee to obtain fiscal benefits on the share due from him as specified by the laws in force on interventions for housing recovery
12. acceptance that failure to respect obligations specified in the agreement is considered as violation of the regulation for rent contract

The rent will be calculated with reference to the improvement works carried out.

The execution of works which imply whatever transformation of the building, loss of autonomy following functional connection to another building or the creation of a new building unit, when expressly approved by the Council, are liable to the rules as stated in the previous clauses.

No reimbursement can be given for improvement made before the present regulation came into force.

Art. 11

Damages caused to the accommodation, the outbuildings and the common areas

Expenses required to repair damages caused voluntarily or due to fault, negligence and improper use of apartments, systems and common areas will be debited to the assignees.

Assignees are also responsible for damages caused by members of the family unit or by persons who occupy the accommodation for whatever motive.

In the case of damage to common areas or systems, whenever it is impossible to identify those responsible after due inquiries, and except when the damage is caused by other criminal event, the sum necessary for repairs will be duly debited to all the assignees of the building or buildings in question.

In the case of damages due to failure to effect in due time works for which the assignee is responsible, the Council will have any necessary work carried out and debited to the assignee.

Expenses for any damage caused by impeding the execution of works established by the Council in the occupied accommodation will also be charged to the assignee.

Damages will be quantified in the presence of the interested parties.

In the above cases the Council will charge not only the cost of repairs, but also the cost of additional services which will amount to the 30% of documented cost of repairs.

Representatives of the Council and of the firms which carry out the works may have access to accommodation at any time, following notice by phone, for any necessary technical or administrative inspection and to carry out any planned work.

TITLE V
ENLARGEMENT OF THE ORIGINAL FAMILY UNIT
AND
TEMPORARY HOSTING

Art. 12
Definition of assignee's family unit

By entitled family unit is meant a group of persons for whom assignment has been granted according to art. 24 of the Law, clauses third and fourth, as well as those who have entered the original family unit at a later date.

Art. 13
Replacement and Enlargement of the assignee's family unit

The right to replace the assignee in the heading of rent contract is recognised to all members of the entitled family, on condition that they are cohabiting on a stable basis.

The right to replacement is recognised in particular for the original entitled family, as well as for new persons entering at a later date the assigned family unit for the following reasons:

- birth of children
- marriage
- when ascendants and affines are taken into the family unit
- tutorship established by judicial provision
- stable cohabitation recognised according to the following clauses.

To determine the modification of the assigned family unit, for stable cohabitation is meant the cohabitation more uxorio as well as cohabitation of a number of persons not linked by family ties or kinship, whenever cohabitation is stable and characterised by mutual moral and material assistance.

The stable cohabitation must be notified to the Council the moment it starts, by producing the necessary certificate of residence and new income declaration (Ise/Isee) of the entire family unit including cohabiting subjects.

The Council verifies the continuity and the stable nature of cohabitation over a period of at least four years, checking first of all the acquisition of a common residence. Following these checks the Council authorises the modification of the assignee family unit.

Whenever there are particular conditions of need duly verified, making reference to social and economic situations followed by the social services and in line with those listed in the classification for assignment, in the case of death of the assignee the

Council may concede the cohabiting person the right to replace before the four years required have passed.

After one month from the notification of the start of stable cohabitation, the rent is re-determined according to the new income situation (Ise/Isee) of the family unit due to the presence of new occupants; the requisites for permanence as specified by ERP are periodically checked.

Persons cohabiting with the family unit to assist the components of the same, with regular contract of work, in no way determine the modification of the composition of the entitled family unit, nor are entitled to replacement even if they have acquired residence.

In the case of replacement the Council individuates a referee (also by indication), within the family unit, to whom reference may be made only for administration purposes.

Replacement does not imply any change in the heading of the contract of rent which will maintain its natural expiry.

In the case of separation, dissolution, cessation of civil effects of marriage, the heading of the contract of rent is changed according to the decision of the judge even if provisional.

In case of replacement or enlargement of the assignee family unit, variations in the rent and in management start from the month after the request of the assignee or from the month following the one in which the event took place, if these variations are decided by the Council.

The Council makes annual checks on the requisites for permanence in the accommodation as well as identification and updating of the entitled family unit, by making the necessary variations in management and rent in the dates and terms indicated above.

Subjects who entered the family unit at a later date, including those in stable cohabitation but not yet authorised for the purposes of modifying the assigned family unit are also required to pay their share for services for accommodation and common areas immediately.

Art. 14

Temporary hosting and cohabitation

Hosting is admitted for brief and temporary periods for subjects outside the assigned family unit, as well as cohabitation to assist components of the assigned family unit as long as they have regular contract of work.

No authorisation by the Council is required either for hosting or cohabitation cited above.

Persons occupying the accommodation without acquisition of residence are considered guests; on the contrary, cohabitation as described above may imply also the acquisition of residence.

Apart from provisions for stable relationships as described in the previous article and the above cited forms of cohabitation, long term occupation is not allowed.

The latter would be considered as partial ceding of accommodation and therefore serious violation of the present regulation prosecutable in the terms as specified in the following art. 15.

Hosting and cohabitation cited in the present article do not imply recalculation of rent, in no case whatsoever do they imply modification of the entitled family unit, nor do they give right to replacement.

Guests and any kind of occupants of the accommodation are however required to pay immediately their share for services both in the accommodation and common areas of the building. Any fines deriving from failure to pay share will be considered to all effects chargeable to the entire assigned family unit.

Guests and any kind of occupant of the accommodation are required to respect the rules of the present regulation. Any violation of the said rules will lead to sanctions as specified in the following art. 15 to be charged to the entitled family unit.

TITLE VI SANCTIONS

Art.15 Violation of Regulations

The assignee who fails to comply with the rules of the present regulation and who, after warning, continues to fail, will be charged with a sum equal to 50, excluding further updating as reimbursement of expenses sustained by the Council for inspections and more generally for additional services rendered.

Repeated failure to comply with the disposition of the present regulation may also lead to the declaration of forfeiture procedure and cancellation of the contract of rent.

In case of violation of the rules as specified in art. 8, Maintenance due from the assignees, article 11, Damages caused to the accommodation, outbuildings and common areas, the Council proceed against the person responsible to the formal debiting of the sum, allowing a term of 30 days in which he may present eventual written objections. Alternatively, the Council will intervene directly in order to recuperate from the responsible both costs of repairs and charges for services rendered.

Procedures of forfeiture of assignment and cancellation of rent contract through unfulfillment remain applicable.

Art. 16
Final rules

The present regulation is integral and substantial part of the contract of rent signed between the Council and tenants, it replaces to all effects any previous regulation and binds both the users and the Council to observe the rules contained in it.

For anything which is not expressly cited in the present regulation, the parties must refer to the laws of the Civil Code and to any rules applying to ERP.