

Privacy Policy for student housing Derective 01/2026 (Reading help)

We take the protection of your personal data very seriously and treat the data entrusted to us with strict confidentiality in accordance with applicable data protection regulations, handling it responsibly. We would like to take this opportunity to inform you about how we implement data protection regulations during the initiation, execution, and termination of the lease agreement, and what personal data we process within the scope of our business relationship. The following information explains the nature, scope, and purpose of this data processing, as well as your rights. At the end of this privacy notice, you will find all details in a detailed reference table.

1. Name and contact details of the controller and the company data protection officer

Studierendenwerk West:Brandenburg, Babelsberger Straße 02, 14473 Potsdam (referred to as “we” in the text) is the controller within the meaning of the EU General Data Protection Regulation (“GDPR”). The data protection team can be contacted at the above address or at datenschutz@stwwb.de. The external data protection officer can be contacted at kevin.peter@kemian.de

2. Collection and storage of personal data, as well as the nature, purpose, and use of such data

We process personal data related to the initiation, execution, and termination of your lease agreement with Studierendenwerk West:Brandenburg (purpose of processing). Specifically, these include: master data (e.g., name, date of birth, nationality, access to ID/passport data), contact data (e.g., address, email address, phone number), payment/contract data (e.g., bank details, rental agreement/billing data, correspondence regarding contract processing and administration), household/social data (e.g., number of children moving in, marriage/birth certificate if applicable, proof of pregnancy if applicable), study-related data (e.g., university, degree program, intended degree, status, admission notice), information regarding a severe disability of 50% or more in accordance with the Severely Disabled Persons Act.

If we provide you with internet access, we also process log and traffic data to ensure system operation, perform error analysis, and maintain IT security (e.g., IP/MAC address, timestamps, system messages).

The processing is based on the following legal grounds:

3. The legal basis for the processing of your personal data is Article 6(1)(b) of the GDPR. According to this provision, the processing of personal data is permitted for the performance of a contract (in this case, a lease agreement) to which the data subject is a party. Furthermore, processing by public authorities is permitted if it is necessary for the performance of a task falling within the competence of the controller (in this case, the social mandate to provide student housing) or in the exercise of official authority vested in the controller (Article 6(1)(e) of the GDPR in conjunction with the Brandenburg Student Services Ordinance). Data processing is also carried out on the basis of legal requirements (Art. 6(1)(g) GDPR in conjunction with the

Brandenburg Disability Equality Act) as well as to safeguard the legitimate interests of the controller (Art. 6(1)(f) GDPR). Furthermore, we process certain information only with consent, which is always voluntary.

4. Retention period

The personal data we collect in connection with our business relationship will be stored until the statutory retention period expires, after which it will be deleted. Pursuant to Article 6(1)(c) of the GDPR, we may store data for up to 10 years after the termination of the lease due to retention and documentation requirements under tax and commercial law.

If we provide you with internet access (see paragraph 2), we process log and traffic data (e.g., IP/MAC address, timestamps, system messages) to ensure system operation, perform error analysis, and maintain IT security. During normal operation, this data is stored for a maximum of 7 days and then deleted. In the event of specific security incidents or a specific suspicion of misuse or attack, the log data necessary for investigation is stored until the matter is resolved; typically for up to 30 days. In justified exceptional cases (e.g., complex security incidents or forensic analysis), a longer storage period is possible, which is regularly reassessed.

5. Disclosure of Data to Third Parties

We disclose personal data only to the extent necessary to fulfill the purposes specified in Section 2, where there is a legal obligation to do so, or where you have given your consent. Recipients may include, in particular: banks/payment service providers, auditors/tax advisors, IT service providers (e.g., hosting, maintenance/support, ticketing systems), printing and shipping service providers, janitorial/facility management and repair services (for repairs/maintenance), legal advisors/debt collection agencies, as well as courts/authorities (to the extent necessary). To the extent that we engage service providers as processors, this is done on the basis of contracts pursuant to Art. 28 GDPR.

Data is not currently transferred to third countries, nor is such a transfer planned. Should a transfer to a third country become necessary in individual cases, it will only take place in accordance with Articles 44 et seq. of the GDPR (e.g., an adequacy decision or appropriate safeguards).

6. Your Rights

You have the right to:

- In accordance with Article 7(3) of the DSGVO, you may withdraw your consent at any time. Withdrawal of consent does not affect the lawfulness of processing carried out prior to such withdrawal. Processing necessary for the performance of a contract is carried out regardless of consent, pursuant to Article 6(1)(b) of the DSGVO;
- to request information about your personal data processed by us in accordance with Article 15 of the DSGVO;
- to request, in accordance with Article 16 of the DSGVO, the immediate rectification of inaccurate personal data or the completion of your personal data stored by us;
- to request the erasure of your personal data stored by us in accordance with Article 17 of the DSGVO, unless the processing is necessary for the exercise of the right to freedom of expression and information, for compliance with a legal obligation, for reasons of public interest, or for the establishment, exercise, or defense of legal claims;
- to request the restriction of the processing of your personal data pursuant to Article 18 of the DSGVO, provided that you contest the accuracy of the data, the processing is unlawful but you

oppose its erasure and we no longer need the data, but you require it to assert, exercise, or defend legal claims, or you have objected to the processing pursuant to Article 21 of the DSGVO;

- in accordance with Article 20 of the DSGVO, you have the right to receive the personal data you have provided to us in a structured, commonly used, and machine-readable format, or to request that it be transferred to another controller;
- pursuant to Article 21 of the DSGVO, to object at any time to the processing of your personal data on grounds relating to your particular situation, provided that we process your personal data on the basis of Article 6(1)(e) of the DSGVO (performance of a task carried out in the public interest) or Article 6(1)(f) of the DSGVO (legitimate interests). We will then no longer process the personal data unless we can demonstrate compelling legitimate grounds for the processing that override your interests, rights, and freedoms, or the processing serves to assert, exercise, or defend legal claims.;
- to lodge a complaint with a supervisory authority in accordance with Article 77 of the DSGVO. As a general rule, you may contact the supervisory authority in your usual place of residence, your place of work, or the location of our company headquarters.

7. Requirement to Provide Personal Data

Providing personal data is not required, nor are you obligated to do so.

However, providing your information is necessary for the execution of the lease agreement. This means that if you do not provide any personal information, we cannot enter into a lease agreement with you or provide you with internet access.

8. No automated decision-making

No automated decision-making takes place in individual cases within the meaning of Article 22 of the GDPR.

9. Changes to the Privacy Policy

We are constantly developing and improving our services. As a result, we may add new features during the course of the lease. If this affects how your personal data is processed, we will notify you in a timely manner through our privacy policy.

For further information, please refer to the [privacy policy on the Studierendenwerk West:Brandenburg website](#).



Zuordnungstabelle

Verarbeitung/Zweck	Datenkategorien	Rechtsgrundlage Art. 6 DSGVO	Empfangende	Speicherdauer/ Löschlogik
Wohnheimplatzbewerbung/ Vergabe (Prüfung Anspruch/Passung, Kommunikation)	Stammdaten, Kontaktdaten Hochschul-/ Immatrikulationsdaten, ggf. soziale Kriterien	lit. b, lit. e i. V. m. der Brandenburgischen Studentenwerksverordnung	interne Verwaltung, IT-Dienstleistung	bis Ende des Vergabezyklus, bei Rechtsstreit länger
Identitätsprüfung bei Vertragsschluss/Einzug	Einsicht Ausweis-/ Passdaten (Name, Geburtsdatum, Anschrift)	lit. b	interne Verwaltung, ggf. Prüf-/ Revisionsstellen, IT-Dienstleistung	nur bis Zweck erfüllt
Abschluss und Durchführung Mietvertrag (Stammdatenverwaltung, Vertragskommunikation)	Stammdaten, Kontaktdaten, Vertragsdaten, Zimmer/Objektdaten, Hochschul-/ Immatrikulationsdaten, ggf. soziale Kriterien	lit. b	interne Verwaltung, IT-Dienstleistung, Post/Druckdienstleistung	Vertragslaufzeit sowie gesetzliche/vertragliche Fristen
Mietzahlung/Buchhaltung/ SEPA (Einzug, Rücklastschrift, Mahnwesen)	Zahlungsdaten, IBAN, Buchungsdaten, Mahnstatus	lit. b, lit. c (Aufbewahrungspflichten)	interne Verwaltung, Banken, Zahlungsdienstleistung, Buchungssysteme, ggf. Wirtschaftsprüfung	i. d. R. gesetzliche Aufbewahrung (je nach Dokumentart 6 oder 10 Jahre)
Mahnwesen / Durchsetzung/Abwehr von Ansprüchen (z. B. Mietrückstände, Schäden)	Forderungsdaten, Korrespondenz, ggf. Inkassodaten	lit. f bzw. lit. b	interne Verwaltung, Inkasso, Rechtsanwaltschaft, Gerichte	bis Abschluss sowie Ablauf Verjährungs-/ Nachweisfristen
Übergabeprotokoll, Inventar, Schlüsselverwaltung (Ein-/Auszug, Nachweis Zustand)	Protokolldaten, Inventar, Schlüsselnummern, ggf. Fotos von Schäden	lit. b, lit. f (bei Streit)	interne Verwaltung, Hausmeister, ggf. Handwerksbetriebe/ Versicherer	Ende Mietverhältnis sowie Ablauf Verjährungs-/ Nachweisfristen
Reparatur/Instandhaltung/ Handwerkerkoordination	Kontaktdaten, Wohnungs-/ Zimmerdaten, Mangelbeschreibung, Termine, ggf. Fotos	lit. b, lit. f (bei Streit)	interne Verwaltung, Hausmeister, Handwerksbetriebe, IT-Dienstleistung	nach Abschluss der Maßnahme sowie kurze Nachhaltefrist, bei Gewährleistung/Ansprüche bis Ablauf gesetzliche Aufbewahrungsfrist
Hausordnung/Sicherheit/ Durchsetzung Hausrecht (z. B. Störungen)	Vorfallberichte, Korrespondenz, ggf. Zeugenangaben	lit. f	interne Verwaltung, ggf. Sicherheitsdienst/Behörden bei Erfordernis	fallbezogen: bis Klärung sowie Ablauf Nachweisfristen, strenge Zugriffsbeschränkung
Schwerbehinderung/ soziale Kriterien	Angabe Schwerbehinderung, ggf. Nachweis/Grad	lit. b Art. 9 Abs. 2 lit. a & lit. g i. V. m. dem Brandenburgischem Behindertengleichstellungsgesetz	interne Verwaltung, IT-Dienstleistung	Vertragslaufzeit
Internetbereitstellung (Regelbetrieb)	Authentifizierungsdaten, Geräte-/Netzwerkdaten (z. B. IP/MAC), Zeitstempel, Systemlogs	lit. b oder lit. f (IT-Sicherheit)	interne IT, IT-Dienstleistung für den Internetbetrieb	max. 7 Tage – anschließend Löschung
Internet: Sicherheitsvorfall/ Missbrauchsverdacht	wie oben, ggf. Incident-Daten	lit. f (Sicherheitsinteresse) bzw. lit. c (Pflichten)	interne IT, IT-Dienstleistung für den Internetbetrieb, ggf. externe Forensik, ggf. Strafverfolgung	bis Abschluss der Bearbeitung, i. d. R. bis 30 Tage, in begründeten Ausnahmefällen länger

