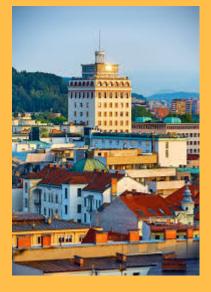
Guidelines on accommodation fraud

How to recognize one?









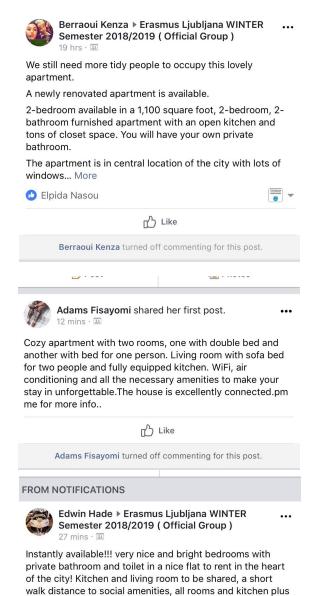


Dear student,

lately we have been witnessing an increasing amount of online frauds regarding accomodation, especially those connected to social media platforms. Because Facebook is amongst most widely used approach for locating victims, we prepared a short guide on how to detect a fraud.

1. Form of ad or apartment offer

Ad or an offer is always very general; no description of district or whether any faculty is nearby, no actual nearby amenity is given (for instance Tivoli park, or bus stop No.6 etc). Commeting is always turned off.



living room are already furnished if interested for more details leave me a personal message. Pm me

Examples of such posts:

- content of an ad is always similar and never explicit in terms of location, amenities, nearby bus stops or faculties.
- real life landlords tend to give all of these information
- real life landlords or tenants are up to commenting as a live form of communication in order to find a suitable tenant

2. Always check the profile

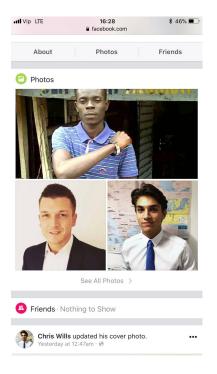
Profiles of these people are usually content empty, with tons of profile pictures that don't meet in terms of identity. Usually people are not residents of Slovenia but rather other countries. They are also likely to be new to Facebook.

If profile is locked, ask for friendship and thoroughly examine the profile.



Example of inconsistent FB profile

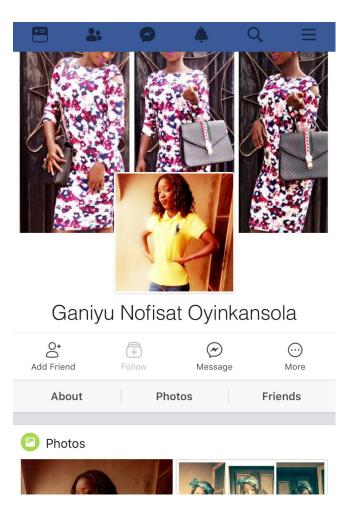
- check content (no real life photos are given)
- person frequently changes name or/ and his/her photos
- check friendships and personal posts and compare it with your profile (is a manner of posts similar to something you would be posting or your firiends)
- overall impression of the profile



3. Involvement of a third party:

As seen in a facebook post, there is ALWAYS a third party. Third party is either given as "my friend, my landlord or my attorney". These three characters sooner or later appear in the conversation.

The person giving the ad will never directly be the owner or the landlord. She or he will always direct you to a third party.





The given example contains all the necessary alert giving points, from form and content of the ad to turned off commenting and fake profile. However the email is given. Read on what will happen once the contact is made by email.

4. Email correspondence

Once communication is established, the person who made FB post will appoint you to his/her friend or landlord who owns the accomodation and you will continue to chat with the "owner". The "owner"/"landlord" is usually non-Slovenian resident who is employed in another country and absence the main reason is for renting the apartment. He/she will want to know more about you and how serious you are at intention of renting and will immediately propose a tenancy "contract" which will imply a rather high amount of deposit up front to a new person involved, usually an attorney from another country. This way you have at least three people in a scam chain:

Person who posts on FB and appoints you further to a "friend landlord" "Landlord" from anorher country who owns the appartment "Attorney" whom you deposit money to

Please see the example of such correspondence bellow.





5. Lease agreement

Always ask either for a form 0.71 (can be bought at any office supplying store) or for standard tenancy contract which includes accurate address and if necessary, ask for a cadastral number of property. You can also simply check on a street view whether property exists.

Also ask for photos of the property and rooms.

Contract should also include owner's full name, surname, current address and other details.

Each property in Slovenia has its cadastral number from which its rightful ownership can be checked in register. It is also important that you are well aware how difficult and complicated is for foreigners to purchase a property in Slovenia whwre each such purchase is regulated by several laws (ZUvza). For that reason it is unlikely that someome from France has a friend from Turkey who rents out his/her apartment in Slovenia and wants a deposit to a attorney who lives in Turkey.

If security deposit is to be paid, the account given should be Slovenian with initial numbers and letters: SI56.

Do not fall for a false IDs or similar documents as they can be easily forged.

Please see an example of a fake lease agreement enclosed and notice the inconsistency of fonts, letters, composition and overall appearance.

LEASE AGREEMENT

Ljubljana Apartment Tenancy Agreement Form

Pethovškovo nabrežie 92, 1000 Ljubljana, Slovenia.

This Lease Agreement ("Lease") is entered by THEROND MANON MARIE and between HOI as "Tenant" on the 3rd of October, 2017. Landlord and Tenant may collectively be referred to as the "Parties". This Lease creates joint and several Liability in the case of multiple Tenants. The Parties agree as follows:

PREMISES: Landlord hereby leases the Premises located at Petkovškovo nabrežje 92, 1000 Ljubljana, Slovenia.

LEASE TERM: The lease will start on the Sthof October, 2017, to 31st of January, 2018. With an option of renewal.

LEASE PAYMENTS: Tenant agrees to pay to Landlord as rent for the Premises the amount of 450 Euro ("Rentwhich includes all bills and public utilities") each Month in advance on the first day of each month at If the term of this lease does not start on the first day of the month or end on the last day of a month, the rentwill be prorated accordingly.

LATE CHARGES: If any amount under this lease is more than 30 days late, Tenant agrees to pay a late fee of **20 Euro.** Such late fee shall be the only indemnity which the Landlord shall be entitled to for the delayed payment, to the exclusion of any other measure, e.g. forfeiture of the security deposit.

SECURITY DEPOSIT: At the signing of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of 450 Euro (which shallbe refunded back to tenant as at the time tenant (he/she) is returning keys back to landlord) as security for the performance by Tenant of the terms under this Lease and for any damages which are proven to have been caused by Tenant, Tenant's family, agents and visitors to the Premises during the term of this Lease. Landlord will use of the security deposit to repair any damage to the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Conversely if there is a balance in favour of the Tenant, Landlord will promptly return same to Tenant. In any event, Landlord must provide invoices supporting the repair costs incurred. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law, unless Landlord has otherwise been indemnified for the breach.

DEFAULTS: If Tenant fails to performor fulfil any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's

option(a) cure such default and the cost of such action may be added to Tenant's financial obligations under this lease; or (b) declare Tenant in default of the Lease. In the syent of default, Landlord may also, as permitted by law, re-enter the Premises and retake possession of the Premises. Landlord may, at it's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let, Landlord being obliged to use his best endeavours to re-let the Premises. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

QUIET ENJOYMENT: Tenants hall be entitled to quiet enjoyment of the premises, and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear excepted.

USE OF PREMISES: Tenant shall only use the Premises as a residence. The Premises shall not be used to carry on any type of business or trade, without prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises

OCCUPANTS: Tenant agrees that no more than two persons may reside on the Premises, without prior written consent of the Landlord.

CONDITION OF PREMISES: Tenant has not been able to inspect the room, Premises, the fixtures, the grounds and the building as a whole but tenant has been sent a picture, if the room the landlord send to the tenant is difference from what the tenant sees when he/she arrives, the land lord shall refund the deposit and the first month rent to the tenant immediately. Any existing damages shall be identified jointly by the Landlord and the Tenant at the beginning of the rental period; Tenant shall not be liable for such damages towards the landlord. If at any time during the term of this Lease, in Tenant's opinion, the conditions change, landlord shall promptly provide the tenant deposit and the rent immediately.

ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublease any interest in this lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

DANGEROUS MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive character that might unreasonably

In case of any additional doubts please contact us for help at tutor@erasmusljubljana.si



