

# Statutes MGB

Last amended: 2024-03-20

## Statutes of the Association “Mieter\*innengewerkschaft Berlin” (Berlin Tenants' Union)

### § 1 Name, domicile and intent to register

1. The name of the Association is: “Mieter\*innengewerkschaft Berlin (MGB)” (Berlin Tenants' Union).
2. The Association is domiciled in Berlin.
3. The financial year shall be the standard calendar year.

### § 2 Purpose

1. The purpose of the MGB is to bring tenants together with the aim of collectively promoting their joint interests vis-à-vis landlords, property managements, public authorities and administrative bodies, contractors, political institutions and all other stakeholders who have an impact on the tenants' housing situation.
2. The MGB is a member-led, grassroots union. It is not dependent on any other organisation.
3. The MGB's goals are to build collective agency and achieve self-managed living spaces. Further details are set out in the MGB's mission statement.

### § 3 Membership

#### 1. Tenants

Tenants who are committed to supporting the aims of the Association are eligible to become members. Individuals may become members by submitting a declaration of membership to the MGB in writing or electronically. Membership shall commence upon receipt of either the first membership fee or acceptance of the application for exemption from payment of membership fees.

#### 2. Criteria for exclusion

Profit-oriented landlords are excluded on principle. Members of armed state forces or state intelligence services are also excluded from becoming a member.

### § 4 Termination of membership

1. Membership shall end when a member resigns, their membership expires, they are expelled, or they pass away.
2. Membership shall lapse if a member fails to pay their membership fees for a period of 12 months without applying for an exemption or reduction.

3. A member shall be expelled if they commit actions which substantially damage the interests of the MGB or violate its principles and resolutions repeatedly or in a particularly serious manner. An ordinary General Assembly may vote to expel a member; the vote must be proposed two weeks in advance. The member proposed for expulsion shall have the right to be heard at the General Assembly, but shall not have the right to vote on their expulsion.

4. All claims of members to assets (money or property of the organisation) shall expire upon termination of their membership.

## **§ 5 Membership fees**

Members shall be required to pay membership fees. The amount of these fees, the method of payment, and exemptions from payment shall be determined by the General Assembly and recorded in a separate Fees Manual. The Fees Manual may be amended at a General Assembly by ordinary resolution.

## **§ 6 Bodies of the MGB**

The governing bodies of the Association are the Executive Board and the General Assembly (GA). Any additional bodies are defined in the Directive on Governing Bodies. The GA may amend the Directive on Governing Bodies by ordinary resolution.

## **§ 7 Executive Board**

1. The Executive Board of the MGB consists of three members with the same rights and the Treasurer. A member of the Executive Board may represent the MGB in or out of court.

2. The Executive Board shall be elected by the General Assembly for a two-year term, starting from the day of the election. The Executive Committee shall remain in office after its term expires until a new Executive Committee has been elected.

3. The Executive Board can be removed by a vote of no confidence at a General Assembly. If this happens, new elections must be called.

## **§ 8 General Assembly (GA)**

1. The GA is the decision-making body of the MGB.

2. The GA shall issue imperative mandates for clearly defined tasks. Mandates may be withdrawn by the GA at any time.

3. The GA may assign working groups to fulfil mandates.

4. The GA grants voting rights to new members. They keep these voting rights until their membership ends. Members with voting rights are called full members.

5. The GA or five full members may instruct the Executive Board to convene a GA at any time.

6. The Executive Board shall convene the GA. Invitations shall include the agenda, venue (may also be online or 'hybrid' online/offline), and time, and shall be sent out via Mattermost or email at least 48 hours before the GA is scheduled to begin.

7. Full members may transfer their votes for the GA to another full member by notifying the Executive Board on the day before the GA. A maximum of two votes may be transferred to each full member.

8. The GA shall be recorded in written minutes.

## **§ 9 Decision making by the General Assembly**

1. The GA shall be deemed to have a quorum if it has been properly convened.

2. The GA shall be held on a regular basis. The cycle and frequency of the GA shall be decided by the Assembly itself by simple resolution.

3. Any full member may submit a motion via Mattermost, either individually or collectively with other full members.

4. Motions should be submitted at least three days before the GA; they should be precisely worded and contain all relevant information. Motions shall specify the authors of the motion, a clear proposal for a yes/no vote, and an explanatory statement. We recommend that movers also provide an English translation.

5. Motions to amend the Statutes or to dissolve the MGB shall be submitted at least two weeks before the GA in the wording that is to be put to the vote.

6. When making decisions, the chair shall always endeavour to guide the discussion towards achieving a consensus. All decisions must be voted on. Motions are adopted if a 2/3 majority agrees, whereas a 3/4 majority is required for amendments to the Statutes or motions to dissolve the Association. Abstentions are not counted.

7. Motions may be communicated via Mattermost or by email.

## **§ 10 Organisational structure**

Rights, obligations and essential features of the mandates and governing bodies in detail

1. Establishing a new mandate or governing body

a) The establishment of a new mandate or governing body shall be decided at the GA. The GA shall also confirm the status of a mandate or governing body as an official part of the MGB.

b) Tasks associated with a mandate can only be assigned to members and working groups that have stated that they are willing to take on the task.

c) The following information shall be made available to members:

- What type of mandate or governing body is it?
- Who holds it? In addition to individual mandates and delegations: Who is in charge of reporting and coordination?
- What is the purpose of the mandate or governing body?

- What scope does the mandate or governing body have for autonomous decision-making? In what cases do decisions of the mandated member or governing body require further authorisation?
- Mandates and guidelines on governing bodies may need to be updated.

## 2. Reporting obligations

- All mandates and governing bodies are subject to reporting obligations.
- Activities and breaks shall be reported. Both statistical and substantive information should be included in the report.
- The reports serve to keep members informed and enable them to verify whether they still endorse a mandate after it has been awarded.

## 3. Breaches of duty

If the relevant obligations are not met, e.g. if a member exceeds the terms of their mandate, if a mandate or governing body ceases to function without providing an explanation, or if failure to report makes it impossible for union members to form an opinion on the proper functioning of the mandate or governing body, the GA may enact one or more of the following options:

- Call for a replacement within a specified period of time
- Demand submission of missing reports
- Denial of funds
- Dissolution of the governing body

## 4. Self-dissolution

- If a mandate or body has fulfilled its purpose or has failed to serve its purpose, it may also dissolve itself.
- In this case, a final report shall be written for evaluation purposes.

## 5. Disclaimer

- The MGB shall be responsible for any damages suffered by a third party which result from an action committed by a member in the proper performance of the obligatory tasks associated with their mandate and which are grounds for compensation.
- If a member causes damage in the performance of the obligatory tasks associated with their mandate, they are not liable for compensation with their private assets. The MGB is liable with its assets.
- The MGB is not liable for breaches of duty committed by its members through negligence.