

General Lease Conditions 2017

Applicability of the lease conditions

- ARTICLE 1
- These General Lease Conditions form part of the lease in which they have been declared applicable. Deviations can only be agreed in writing. Standard conditions of lessees do not apply.
- If the provisions of the lease deviate from those of the General Lease Conditions, the provisions of the lease prevail.

More than one lessee

- ARTICLE 2
- 1 The lessees referred to at the beginning of the lease each have an independent and full right to lease, which they exercise simultaneously and with due regard for each other's rights.
 - 2 If the leased space is a house, the lessees have an obligation to report any change in the composition of their household immediately. Changes to be reported include marriage, cohabitation, divorce, legal separation (immediately after the court order determining the allocation of the house has become final), lodging, or leaving the house by the lessee, co-lessee, partner or inhabitant, or death. In addition, the provisions of Article 13 apply.
 - 3 If the lease in respect of one or more of the lessees ends, the other lessee(s) still owe(s) the full amount of the rent and the service charges.
 - 4 Each of the lessees is jointly and severally liable for the full amount of the rent and all other obligations arising for it and the other lessee(s) from this lease and the law. Moving out of the house without termination of the lease, does not affect the payment obligation of the lessee who moved out.
 - 5 To cause the lease to end in respect of each lessee, notice of termination must be given to or by each of them. If notice of termination is not given by all lessees, the lease continues unchanged in respect of the other lessee(s).

The leased space

- ARTICLE 3
- 1 The lessor will make the leased space available on the commencement date of the lease. If this is a Saturday, Sunday or public holiday, it will be made available on the first day that is not a Saturday, Sunday or public holiday.

Description of the leased space

- 2 Prior to or on commencement of the lease, the lessee and the lessor have made a description of the leased space. The lessee and the lessor each receive a copy of this description signed by both of them.

Intended use

- 3 Housing accommodation that, pursuant to the lease, is intended specifically for students, will again be let to a student after termination of the lease.

Acceptance

- 4 The lessee declares to accept the leased space in accordance with the description of the leased space as referred to in Article 3.2.

Rent and service charges

Rent adjustment

- ARTICLE 4
- 1 The rent may be adjusted annually within the limits determined by or pursuant to the law and the lease.

Adjustment of the advance on the service charges

- 2 The amounts charged as advance amounts for delivered supplies and services may be adjusted within the limits determined by or pursuant to the law and the lease.

Statement of service charges

- 3 The lessor provides to the lessee, each year or in any case within 6 months after the end of that year, a statement of all service charges that have been charged, broken down into the types of service charges and stating the calculation method.

Differences between the costs actually incurred and the advance payments made by the lessee, will be settled.

Funds

- 4 If a fund has been established for a component of the service charges, the advance will be equated with the final settlement. No settlement will take place in that event. Upon request, the lessor will allow inspection of the financial state of the fund and the costs charged to the fund.

Adjustment of services

By the lessor

- ARTICLE 5
- 1 The lessee is bound to an adjustment of the delivery of supplies and services and the corresponding advance, if such an adjustment relates to supplies and services that can be delivered only to multiple residents together and if at least 70% of those residents have consented to the proposed adjustment.

If the lessee has not consented to the proposed adjustment, he may request a decision of the court regarding the reasonableness of the proposal within eight weeks after the written notice from the lessor that at least 70% of the residents have consented.

By the lessee

- 2 If the lessee wishes to adjust any agreed supplies and/or services, the lessor will agree to this provided that:
 - A the interest of the lessee in the adjustment is such that the lessor, taking the interests of both parties into account, may not reasonably withhold its consent, and
 - B if the proposed adjustment can only be effected for the entire complex or a part thereof, a majority of at least 70% of the residents within the complex or the relevant part thereof have consented to the proposed adjustment.

Mandatory energy supplier

ARTICLE 6

- 1 From the commencement of the lease, the lessee will be the sole customer of energy in respect of the individual part of the leased space and be obliged to enter into an agreement for the supply of energy with one or more energy suppliers and observe the obligations under that agreement.

In addition, the lessee must observe its obligations under the connection and transport agreement with the network manager.

The lessee must at all times indemnify the lessor against claims of the network manager and/or the energy supplier in respect of his energy supply agreement.

- 2 If certified sustainable heat is available, the lessee is obliged to enter into a purchase agreement with the supplier of this heat.

Obligations of the lessor

Quiet enjoyment

ARTICLE 7

- 1 The lessor will leave the lessee in the quiet enjoyment of the leased space during the lease period.

Remedying defects

- 2 The lessor is obliged to remedy defects to the leased space on demand of the lessee, unless this is impossible or the associated costs cannot reasonably be required of the lessor in the given circumstances, and with the exception of costs that are for the account of the lessee pursuant to the law, the lease or the General Lease Conditions.
- 3 If the lessor fails to remedy defects despite the written demand of the lessee, the lessee may carry out the repair and deduct the costs thereof from the rent, to the extent these costs are reasonable. The work carried out by the lessee must be carried out skilfully. The lessee must observe the regulations and instructions of the relevant competent authorities in this respect.

Liability of the lessor

- 4 The lessor is not liable for any damage that the lessee suffers as a result of a defect that arises after entering into the lease and cannot be attributed to the lessor. The lessor is also not liable for damage as a result of a defect that was present on commencement of the lease, but was not known and should not have been known to the lessor.

Obligations of the lessee

Payment

- ARTICLE 8
- 1 The lessee must pay the rent and service charges due before the first day of each month in the manner specified by the lessor. From the first day of the month, the lessee will be in default for the instalment of that month and owe statutory interest.
 - 2 If the lessee has authorized the lessor to debit the periodic amounts payable from his bank account, the lessor will have the amount debited on the first working day of the month. If debiting with regard to three consecutive rent instalments is unsuccessful or refused, the authorization will end and invoices will be sent, for which administrative costs will be charged.
 - 3 In meeting his payment obligation, the lessee may not invoke settlement, except in the event that the lessee has remedied defects and settles these under Section 206(3) of Book 7 of the Dutch Civil Code.

Reporting defects

- 4 The lessee is obliged to report defects and imminent damage immediately and in writing to the lessor, failing which he will be obliged to compensate the lessor for the damage resulting from his negligence.

Use

- ARTICLE 9
- 1 The lessee must use the leased space with all due care and in accordance with its intended use.
 - 2 If the intended use of the leased space is “housing accommodation”, the lessee must use the leased space as housing accommodation for himself and the members of his household during the lease period. He must use the leased space as his principal residence, which means that he lives there permanently and has no other permanent housing accommodation.
 - 3 If the intended use of the leased space is “housing accommodation”, the burden of proof that the lessee has uninterruptedly used the leased space as his principal residence, rests on the lessee.
 - 4 The lessee is obliged to register in the Persons Database (*Basisregistratie Personen*) and maintain his registration at this address during the lease period.
 - 5 The lessee may use the common areas (such as stairwell, lift, galleries) only in accordance with the intended use of “common area” and must observe the lessor’s instructions regarding the use.
 - 6 In order to prevent noise nuisance, the lessee is obliged to fit a floor covering that is sufficiently sound-insulating within 6 weeks after commencement of the lease. This means floor covering that improves the insulation index for impact noise (*Ico, isolatie-index voor contactgeluid*) by more than 10 decibels (10 dB). Bathroom and toilet are excepted from this provision.

- 7 If the leased space has a wooden living partition layer, the lessee is obliged to fit a sound-insulating floor covering, such as a soft floor covering with a foam layer. A hard floor covering, such as linoleum, wooden floors, laminate, parquet, quarry tiles etc., is not allowed unless this is fitted in such a way that it is sufficiently sound-insulating and the written consent of the lessor has been obtained.
- 8 It is not allowed to have combustible, inflammable or explosive substances like petrol or petroleum in the leased space.
- 9 The lessee is not allowed to walk on the roofs or gutters without the prior consent of the lessor.
- 10 The lessee must observe the living arrangements that have been drawn up for the relevant complex.
- 11 The lessee is prohibited from parking obstacles such as bicycles, scooters and prams in the common areas.
- 12 The lessee is prohibited from affixing posters, advertising signs or other announcements to the external walls or access doors of the leased space, unless with the written consent of the lessor.
- 13 Drilling in the external wall is not allowed.
- 14 The lessee is not allowed to carry out or have carried out work, such as sawing, sanding, cutting, rasping, breaking or drilling, in structural elements of the leased space of which the lessor has indicated that they contain asbestos, or of which the lessor has indicated that there are reasonable grounds to suspect that they contain asbestos. The lessor is not liable for any damage as a result of acts in violation of the foregoing. The lessee must indemnify the lessor against claims from third parties in connection with acts in violation of the foregoing.
- 15 A floor covering containing asbestos will be removed by the lessor.

Profession or business

ARTICLE 10

If the intended use of the leased space is “housing accommodation”, the lessee is not allowed to exercise a profession or conduct a business in the leased space, unless:

- A the lessee has asked and obtained the prior written consent from the lessor for a particular activity, and
- B living remains the principal intended use of the leased space, and
- C the work or the activities associated with it do not affect the quiet enjoyment of neighbours and persons living in the direct vicinity in any way, and
- D the whole complies with all applicable government regulations.

Operation of housing accommodation for tourist purposes is never allowed.

Nuisance

- ARTICLE 11
- 1 The lessee must ensure that no inconvenience, injury or nuisance is caused to persons living in the direct vicinity, by the lessee, household members, animals or third parties present in the leased space or in the common areas.
 - 2 The lessee will not commit any crime or offence, nor give cause to administrative enforcement, in, from or in the vicinity of the leased space.
 - 3 The lessee is not allowed to carry out activities that are penalized under the Opium Act (*Opiumwet*). Drugs trafficking in and in the vicinity of the house is not allowed. The lessee is also not allowed to have facilities to grow hemp on/in the leased space.
 - 4 The lessee must behave as befits a good lessee towards employees of the lessor and/or third parties engaged by the lessor. The lessee guarantees that his household members and/or visitors behave in the same manner. Physical or verbal violence, aggression or other misconduct of the lessee and/or his household members and/or visitors is not allowed.
 - 5 The preparation of terrorist activities in the house is also not allowed.
 - 6 The presence of weapons in the house without permit is not allowed.
 - 7 Violation of the provisions of paragraphs 2, 3, 4, 5 and 6 is regarded as an attributable failure that cannot be undone. In these cases, legal proceedings will be instituted, without further announcement, for termination of the lease and eviction of the leased space.
 - 8 If damage has occurred as a result of any illegal activity, compensation may be claimed by means of surrender of profits, without prejudice to the lessor's right to claim the contractual penalty referred to in Article 26 of these conditions.

Gardens

- ARTICLE 12
- The lessee must lay out, maintain and use the gardens belonging to the leased space as an ornamental or vegetable garden, to the satisfaction of the lessor, and not for the storage of objects of any kind. Placing and maintaining boundary partitions and planting must be in compliance with the applicable regulations (including local regulations).

Allowing third parties to use the house

- ARTICLE 13
- 1 Without the prior written consent of the lessor, the lessee is not allowed to:
 - A sublet the leased space in its entirety,
 - B sublet the leased space in part,
 - C allow one or more third parties to use the leased space temporarily without it serving as principal residence of the lessee(s),
 - D allow one or more third parties to use the leased space temporarily while it serves as principal residence of the lessee(s) (lodging), or
 - E allow a third party or third parties to stay overnight in the leased space for more than fourteen days.

- 2 The lessor's consent will depend on:
- A the duration of the subletting,
 - B the size of the house,
 - C the obtaining of a financial benefit,
 - D the risk of overcrowding,
 - E the lessee having his principal residence in the house,
 - F the particulars of the house,
 - G apparent nuisance from the leased space and from former addresses of the third party and
 - H the non-fulfilment of obligations by the lessee or a third party to the lessor.

Notice of divorce

- ARTICLE 14 If the leased space is a house and the lessee's right to lease has ended as a result of a divorce or legal separation, the lessee is obliged to give notice of the termination of his right to lease to the lessor in writing, immediately after the court order determining this has become final.

Maintenance and repairs

- ARTICLE 15 The lessee will carry out activities as referred to in the Minor Repairs (Lessee's Liability) Decree (*Besluit kleine herstellingen*) skilfully and observe the regulations and instructions of the competent authorities.

Damage to the leased space

- ARTICLE 16
- 1 The lessee is liable for the damage that has occurred to the leased space during the lease period and that can be attributed to him.
 - 2 The leased space includes the outside as well as the wiring, cables and pipes that are located in the grounds belonging to the leased space.
 - 3 The lessee is equally liable for his own conduct and the conduct of those using the leased space or present in the leased space.
 - 4 The lessee is obliged to take measures to prevent damage to the leased space, in particular in the event of fire, storms, flooding and frost.
 - 5 The lessee must inform the lessor immediately of any damage that has occurred or is imminent, regardless of the cause, as well as of any defects to the leased space.
 - 6 If the lessee fails to do this, the resulting damage to the leased space and to any property of third parties will be for the account of the lessee.

Inspection

- ARTICLE 17
- 1 The lessee will give the lessor, at its request, the opportunity to inspect the leased space for technical and other defects.
 - 2 The lessee must admit persons who have been charged by the lessor with making an inspection visit or carrying out work on submission of a proof of identity.
 - 3 Unless in the event of unforeseen circumstances, such a visit or such work will take place on working days between 08:00 hours and 18:00 hours and will be announced in advance.

Urgent work and renovation

- ARTICLE 18
- 1 The lessee will allow all urgent work on the leased space, the complex and the common facilities.

During the performance of the work, the lessee will not be entitled to a reduction of the rent and/or compensation, unless the work takes more time, all relevant circumstances taken into account. The lessee will not be entitled to compensation, unless in the event of intent and/or gross negligence on the part of the lessor.

Renovation

- 2 If the lessor wishes to renovate, in whole or in part, the structural unit of which the leased space forms part, it will present a written proposal thereto to the lessee. Renovation can mean demolition with replacement new building or partial renewal by means of changes or additions.
- 3 This proposal will be considered reasonable if 70% or more of the residents of the structural unit have consented to the proposal. If the lessee has not consented to the proposal and has also not requested a decision of the court regarding the reasonableness of the proposal within eight weeks after the lessor's written notice that 70% or more of the residents have consented to the proposal, he will be bound to the proposal.
- 4 The lessee will then be obliged to cooperate fully in the performance of the work.
- 5 If the lessee is obliged to cooperate in a proposal as referred to in 18.2 and that proposal includes a rent increase, the lessee agrees to that rent increase.
- 6 The rent increase takes effect on the first day of the month following the month in which the change has been realised.

Changes made by the lessee

ARTICLE 19

- 1 The lessee is allowed to make changes on the inside of the leased space if these changes can be undone without significant costs, unless it concerns changes that result in danger, inconvenience or nuisance to the lessor or third parties. For all other changes and additions, the lessee needs the lessor's prior written consent. The lessor will inform the lessee in writing, within 8 weeks, of whether it consents to the request and the conditions, if any, attached to its consent.
- 2 The lessor may withhold its consent if the lettability or the value of the leased space would be affected.
- 3 The lessor may attach conditions to its consent, including regarding:
 - the nature and quality of the materials to be used;
 - the face of the building;
 - the prevention of damage to the structure of the leased space or the building;
 - (structural) regulations of the government;
 - the maintenance of the change;
 - additional facilities to prevent inconvenience for third parties;
 - insurance, tax and liability;
 - obligations imposed by the Association of Owners (VVE).
- 4 Upon granting its consent, the lessor will indicate whether the change must be undone by the lessee at the end of the lease.
- 5 Any changes made in violation of the conditions stipulated by the lessor must be undone by the lessee on demand of the lessor.
- 6 The lessee is obliged to maintain, remedy defects and make repairs in respect of the changes made by the lessee.
- 7 The lessee is liable for any damage caused by a change made by the lessee. The lessee must indemnify the lessor against claims from third parties for damage caused by changes made to the leased space by the lessee.

End of the lease

ARTICLE 20

- 1 Termination of the lease is effected in writing. Termination by the lessor is effected by registered letter or bailiff's notice.
- 2 Termination by the lessee may be effected for any reason whatsoever, with effect from any day of a calendar month, provided that this is not a Saturday, Sunday or public holiday, in which case termination is with effect from the next working day. The lessee must observe a notice period of one month.
- 3 If the lessor wishes to let or sell the leased space after the end of the lease, the lessee is obliged to give interested parties an opportunity to inspect the leased space. These interested parties must be able to present proof of their identity.
- 4 After the lease has been concluded, the lessee and the lessor may at all times terminate the lease by mutual consent with effect from a date determined by them for that purpose.

Return of the leased space at the end of the lease

ARTICLE 21

- 1 At the end of the lease, the lessee is obliged to return the leased space to the lessor, with all keys, entirely vacated and clean, in the condition in which he received the leased space according to the description on commencement of the lease, subject to normal wear and tear, which is for the risk and account of the lessor. With regard to the changes made to the leased space by the lessee, the provisions of the third paragraph of this article apply.
- 2 Before the end of the lease, the lessee and the lessor will jointly inspect the leased space. The lessee will give the lessor the opportunity to do so. On that occasion or those occasions, an inspection report will be drawn up in which it will be recorded which repairs must be made before the end of the lease by and for the account of the lessee, as well as the estimated costs of the repairs. Both parties receive a copy of the inspection report.
- 3 In respect of the changes the lessee has made, with or without the lessor's consent, during the lease period, the following rules apply at the end of the lease:
 - A the lessor may request that changes made by the lessee without the lessor's consent, or changes not complying with the provisions of Article 19(3), are undone by the lessee;
 - B the lessee is obliged to remove changes and additions at the end of the lease if the lessor has stated this in writing when granting its consent;
 - C without prejudice to the provisions of this paragraph, the lessee is at all times entitled to undo the changes and additions made by him, provided that he restores the leased space to the condition it was in, in accordance with Article 3(2), on commencement of the lease.
- 4 If, at the end of the lease, the lessee has not fulfilled his obligations to remedy, entirely vacate and, if applicable, undo the changes made by him, the lessor will be entitled to carry out or have carried out all necessary work resulting from this non-fulfilment for the account of the lessee. Should this situation arise, the lessee hereby already undertakes to pay these costs. Any other damage due to negligence of the lessee will be for his account.
- 5 If, at the end of the lease, the lessee has left objects in the leased space, the lessor will be authorized to remove those objects, without the lessor having any obligation to retain. All costs of removing the objects will be for the account of the lessee. The provisions of this paragraph do not apply to movable goods the lessee has transferred to the subsequent lessee, provided that the lessor has been informed of this transfer in writing.
- 6 If, after the end of the lease, the lessee continues to use the leased space or gives third parties the opportunity to do so, the lessee will owe the lessor compensation equal to the monthly rent. This compensation will not affect the lessor's right to recover the actual damage suffered and is without prejudice to the provisions of Article 26 (penalty).
- 7 If the lessee no longer has his residence in the leased space after expiry of the notice period, the lessor is authorized to take possession of the house by placing another lock on the door and to remove the objects from the house without any obligation to retain.

Default

ARTICLE 22 All costs, both extrajudicial and judicial costs, made by one party in the event that the other party fails to fulfil its obligations under the law or this lease, are for the account of the other party in accordance with Section 96 of Book 6 of the Dutch Civil Code and the Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).

Address for service

ARTICLE 23 If the lessee, co-lessee or inhabitant has at any time no known domicile or residence according to the Persons Database (*Basisregistratie Personen*), the lessee, co-lessee or inhabitant respectively, choose the leased space as address for service.

Personal Data Protection Act (*Wet bescherming persoonsgegevens*)

ARTICLE 24 By signing the lease when entering into it, the lessee gives the lessor its consent to use the personal data of the lessee.

Other provisions

- ARTICLE 25
- 1 If a part of the lease or these General Lease Conditions is should appear voidable, the validity of the remaining articles will not be affected. The void or voidable provision will be replaced, to the extent permitted by the law, by what comes closest to what the parties would have agreed if they had been aware of the voidness or voidability.
 - 2 If the building or complex of which the leased space forms part has been or is divided into apartment rights, the lessee is obliged to comply strictly and fully with - both the current and future - deed of division, charter, property division regulations, internal regulations and any house rules of the Association of Owners. In addition, the lessee is obliged to comply strictly and fully with all rules set and to be set by the meeting of owners of this Association of Owners, both with regard to the use of the parts not intended for use as a separate entity and with regard to the use of the part intended for use as a separate entity.
 - 3 An amendment to these General Lease Conditions that has been consented to by the residents' associations referred to in the Lessees and Lessor (Consultation) Act (*Wet op het overleg huurders verhuurder*) binds the parties after publication on the website of the lessor.

Penalty

ARTICLE 26

- 1 The lessee will forfeit to the lessor an immediately payable penalty of €50 per calendar day, with a maximum of €1,500, if he violates any provision of these General Lease Conditions, for which he has been warned in writing, without prejudice to his obligation to still act in accordance with these General Lease Conditions and without prejudice to the lessor's other rights to compensation.
- 2 In the event of violation of Articles 9(2) (lessee's duty to occupy), 11(2) (administrative enforcement), 11(3) (Opium Act), 11(4) (aggression against employees), 11(5) (preparation of terrorist activities) and 11(6) (possession of illegal weapons), and 13(1)(a) (subletting), the lessee forfeits to the lessor an immediately payable penalty of €2,500, plus €25 per day that the violation continues, with a maximum of €4,500, without prejudice to the provisions of Article 26(1), without prejudice to the obligation to still act in accordance with these General Lease Conditions, without prejudice to the mandatory payment of obtained income and without prejudice to the lessor's other rights to compensation.

Version 1 January 2017, adopted with the consent of the residents' associations.

