

# thuis

## General Conditions of Tenancy



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As a tenant of **'thuis** you have rights, but naturally you also have obligations. The same applies to us. The most important rights and obligations are included in the tenancy agreement. All mutual rights and obligations are recorded in our General Conditions of Tenancy. This way, you know exactly what you may expect from **'thuis** and what we may expect from you.



## General Conditions of Tenancy

# Tenancy agreement Self-contained accommodation

### General

#### Article 1

1.1

These General Conditions of Tenancy form part of the tenancy agreement in which they have been declared to apply. The General Conditions of Tenancy may deviate from the provisions of the tenancy agreement. In that case, the provisions of the tenancy agreement will prevail.

1.2

If part of the tenancy agreement or of these General Conditions of Tenancy is void or voidable, the other articles remain in effect. The provision that comes closest to the parties' agreements in a legally permissible manner had they known about the voidness or voidability will then replace the void part.

1.3

Changes to the tenancy agreement and/or the General Conditions of Tenancy may only be agreed on in writing.

### One or multiple tenants

#### Article 2

2.1

The tenants referred to in the heading of the tenancy agreement who are jointly referred to as the "tenant" each have an independent and full right to tenancy. They have this right simultaneously and take each other's rights into account.

2.2

The rent and the advance for goods and services are due individually.

This means that the tenants together owe the full amount of the rent and the additional costs.

2.3

Each of the tenants is jointly and severally liable for the full amount of the rent and the advance stated above. Each tenant is also liable for all other obligations arising for him/her and for the other tenant(s) from the tenancy agreement and the law.

2.4

In order to terminate the tenancy agreement of multiple tenants, notice of termination must be given to or by each of them individually. If there is more than one tenant, the tenancy agreement will only end if all tenants jointly give notice of termination of the tenancy agreement.

2.5

If the tenant's right to tenancy has ended due to a divorce or legal separation, the tenant is obliged to notify the landlord in writing of the termination of his/her right to tenancy immediately after the court or other order by which this has been determined has become irrevocable. As long as the tenant has not given such notice, he/she will remain liable vis-à-vis the landlord for the fulfilment of all obligations

under this tenancy agreement. The above also applies to the termination of a registered partnership. If the co-tenant continues the tenancy agreement as a tenant, he/she will be obliged to immediately notify the landlord of this in writing.

### Making available and acceptance of the rented housing

#### Article 3

3.1

The landlord makes the accommodation available to the tenant on the agreed effective date or on the subsequent working day.

3.2

If the working day does not coincide with the effective date of the tenancy agreement, the tenant will nevertheless be obliged to pay the rent in full from the effective date of the tenancy agreement.

3.3

Upon the start of the tenancy agreement, the landlord and the tenant will together draw up a description of the rented housing, i.e. the inventory. Both the landlord and the tenant receive a copy signed by both of them. The description of the rented housing forms part of the tenancy agreement.

3.4

The tenant declares to have accepted the rented housing in accordance with the description (inventory).

### Rent and service charges

#### Article 4

4.1

The rent will be adjusted annually according to the applicable statutory provisions / regulations and the provisions of the tenancy agreement.

4.2

If the provisions and regulations referred to in the previous paragraph are lacking, the rent will be adjusted on the basis of the landlord's policy.

4.3

The tenant will pay the full rent for the rented housing in advance before the first of every month. Payment is made in the manner agreed on in the tenancy agreement. In case of non-payment, the tenant will be in default by operation of law from the first day of the month to which the payment relates.

In that case the tenant will owe the landlord, without further notice of default, the amount to be paid plus statutory interest and collection costs, to be calculated on the payment arrears.

4.4

The tenant may not set off any claims against the landlord against the rent payment, except as provided in Section 7:206(3) of the Dutch Civil Code [Burgerlijk

Wetboek]. Only if the landlord does not remedy reported defects, for which the landlord is responsible, within a reasonable period is the tenant allowed to remedy them himself/herself and recover the costs incurred for this from the landlord (provided that those costs are reasonable), where applicable by deducting the costs from the rent.

4.5

Unless the landlord and tenant agreed otherwise in writing, the landlord will use a payment of any due and payable debt, such as payment arrears, penalties or amounts payable, in the following manner:

- a) first to pay any due and payable debt under any commitment between the tenant and the landlord other than the current tenancy agreement;
- b) subsequently to pay all costs associated with receiving and collecting the due and payable debt such as interest and collection costs;
- c) then to pay the default interest or other interest due on the landlord's due and payable claims against the tenant;
- d) finally to pay the principal sum of any due and payable claim under the current tenancy agreement of the landlord against the tenant, which will first be used for the oldest due and payable claim and so on.

## **Article 5**

5.1

The tenant pays a monthly advance on the service charges.

Annually, no later than six months after the end of a calendar year, the landlord will provide the tenant with an overview of the service charges charged in that calendar year.

The stated overview is broken down into the type of service charges charged in that calendar year, stating the method of calculation.

If costs are charged that do not pertain to a calendar year, but to a financial year of another period of twelve months that ended during the past calendar year, the landlord will include the costs for that financial year in the overview of service charges.

Differences between the costs incurred and the service charges paid by the tenant as an advance will be set off between the landlord and the tenant.

5.2

A few advance amounts concern a contribution to a fund set up by the landlord. With respect to these funds applies that the advance paid by the tenant is considered equivalent to the final settlement, which means there is no individual set-off.

5.3

Subject to a further agreement entered into between the parties, the monthly advance for service charges that applies between the tenant and the landlord may only be increased with effect from the first month following the month in which the overview referred to in the first paragraph of this article has been provided.

This is subject to the proviso that each overview can result in an increase only once.

5.4

The tenant is bound by a change to the supply of goods or services and the corresponding changed advance amount if that change pertains to goods and services that can only be supplied to a number of tenants jointly and at least 70% of those tenants has consented to it.

A tenant who has not consented to the change may request a court decision on the reasonableness of the proposal within eight weeks of the written notification by the landlord that agreement has been reached with at least 70% of the tenants.

## **The landlord's general obligations**

### **Article 6**

6.1

The landlord is obliged to remedy the defects to the rented housing reported by the tenant to the extent that such is not the tenant's responsibility under the law, the tenancy agreement or custom. If it is impossible to remedy defects or if such remedy requires expenses that cannot reasonably be required of the landlord in the given circumstances, the landlord is not obliged to remedy such defects.

6.2

Defects must be remedied within a reasonable period of time, such at the landlord's discretion. The reasonableness will in any event be determined by the nature of the defect and the circumstances of the case, such as the time of year, etc.

6.3

The landlord is obliged to provide the tenant with the quiet enjoyment of the rented housing. However, the landlord is not obliged to take any action if this enjoyment of the rented housing is disturbed by third parties. Neither will the landlord be liable for the damage suffered by the tenant as a result of these disturbances.

## **The tenant's general obligations**

### **Article 7**

#### **Good tenancy**

7.1

The tenant will use and maintain the rented housing as befits a good tenant. This includes, among other things, that the tenant:

- a) during the term of the tenancy agreement provides the rented housing with proper furniture and soft furnishings, the objective being that the rented housing has a well-kept appearance;
- b) in a house and especially in an apartment or flat installs sufficiently soundproofing floor covering (such as foam-backed carpet) to prevent noise nuisance through the floors;
- c) disposes of his/her household rubbish in the designated areas and manner and at the designated times and does not throw out food or waste from the rented housing and/or deposit household rubbish in the shared spaces;
- d) properly maintains his/her (front) garden.

#### **Principal residence and obligation to inhabit the accommodation**

7.2.1

During the tenancy period, the tenant will inhabit the rented housing as accommodation for himself/herself and members of his/her household and will have his/her principal residence there. Principal residence means the daily actual use of the rented housing by the tenant.

7.2.2

If the tenant will be absent for more than 6 weeks, he/she will be obliged to inform the landlord, indicating an authorised representative who will represent him/her and who will manage the rented housing during this period on his/her behalf, including reporting any defects to the landlord without delay, regularly cleaning the rented housing, keeping the garden in good condition and preventing any damage to the rented housing.

7.2.3

The tenant will use the rented housing and any shared spaces in accordance with their agreed designated use and will not amend this designated use.

7.2.4

Use of the rented housing or any shared spaces, of part thereof, for business operations will in any event be qualified as a violation of the provisions of this article.

#### **Use of shared space**

7.3.1

As regards the use of the shared spaces belonging to the rented housing, the tenant must respect the rights of the other tenants/neighbours.

Shared spaces are understood to include spaces such as staircases, lifts, basements, attics, garages, storerooms, walkways, gardens belonging to the building, back paths and courtyards, to the extent that the tenant shares the use of these spaces with other tenants or users.

7.3.2

Escape routes must be passable at all times. The tenant may not place objects or allow objects to be placed or remain in shared spaces. Such objects include in particular prams, mopeds, bicycles, other vehicles, dustbins and/or rubbish bags, plants, furniture, wheelchairs / wheeled walkers, etc.

### 7.3.3

The tenant is not permitted to carry out repairs or other work on wiring, systems and fittings in meter cupboards that are present in the shared spaces or service areas.

### 7.3.4

A passenger lift may not be used for the transport of goods other than to move household effects. The tenant will ensure at all times that if the lift is used for the aforementioned purpose, it is sufficiently protected against damage. In addition, the tenant will not use the lift for such a long time that others cannot use it.

### 7.3.5

The tenant is not allowed to have pets walk around the shared spaces.

## **Gardens / balconies / outdoor spaces**

### 7.4.1

The tenant is not allowed to install or keep dog kennels, dovescotes, rabbit hutches or other animal cages on or at verandas, walkways or balconies.

### 7.4.2

The tenant is not allowed to affix objects to the outside of the balcony.

### 7.4.3

The tenant is not allowed to use the private garden, drive, grounds or parking spaces belonging to the rented housing for holding chickens, pigeons, horses and/or other livestock or for garaging caravans, trailers, campers, boat trailers, (car) wrecks, etc. or for the storage of other movable property of any nature whatsoever.

### 7.4.4

If one or more other accommodations are located above the rented housing, the tenant will enable the residents of those upstairs flats to regularly wash their windows or have such done by a third party. The tenant must take this into account in the layout of the garden.

## **Subletting / allowing others to use the rented housing**

### 7.5.1

Only with the prior written permission of the landlord will the tenant be allowed to sublet the rented housing wholly or partially or have third parties use it.

### 7.5.2

If the landlord has reasonable suspicions that (a) the tenant does not have his/her principal residence in the rented housing and/or (b) the rented housing is wholly or partially sublet and/or (c) a third party is wholly or partially allowed to use the rented housing, the burden of proving the contrary is on the tenant.

This means that the tenant must prove that he/she has his/her principal residence in the rented housing and/or that the rented housing is not wholly or partially sublet and/or that a third party has not been wholly or partially allowed to use the rented housing.

### 7.5.3

In connection with the provisions of Article 7.5.2 above, the tenant will provide the landlord, among other things, with relevant information and documents. The tenant will furthermore render his/her cooperation in an investigation by the landlord that pertains to the reasonable suspicion of the landlord and the tenant will cooperate in home visits.

## **Nuisance**

### 7.6.1

The tenant will ensure that neighbours do not suffer any nuisance caused by the tenant, household members, pets or third parties who are present in the rented housing or the corresponding shared spaces.

### 7.6.2

The tenant must refrain from feeding animals in and around the rented housing to the extent that such animals cannot be regarded as the tenant's own pets.

If nuisance is caused by animals, the landlord is entitled to impose restrictions on the keeping of pets or to prohibit it.

### 7.6.3

If third parties disturb the tenant's enjoyment of the rented housing by causing nuisance or otherwise, the tenant will immediately report this to the landlord, in writing and with specification to the extent possible.

## **Cannabis / drugs**

### 7.7.1

The tenant is not allowed to grow, dry, cut up, strike cuttings or otherwise process or produce cannabis or other drugs, or have this done by third parties, in the rented housing and/or the corresponding shared or other spaces and/or in the immediate surroundings of the rented housing or to carry out, or have third parties carry out, other activities that are punishable under the Dutch Opium Act [Opiumwet] or criminal law.

The tenant is aware of the fact that actions in violation of this prohibition are serious to such an extent that the mere discovery by the landlord or a third party of a violation will result in the termination of the tenancy agreement.

### 7.7.2

The tenant is not allowed to have in his/her possession, deal in or use in a group or allow others to use qat, soft drugs, hard drugs or other controlled substances in the rented housing, the shared spaces or in the immediate surroundings of the rented housing. The tenant is aware that acting in violation of the above may involve nuisance such as pollution, vandalism, etc. Actions in violation of this prohibition are serious to such an extent that the mere discovery by the landlord or a third party of a violation will result in the termination of the tenancy agreement.

## **Other obligations**

### 7.8.1

The tenant must immediately report to the landlord in writing any defects he/she discovers.

### 7.8.2

The tenant is obliged to take the necessary measures to prevent any damage to the rented housing, in particular in the case of fire, storm, flooding, frost and similar contingencies. The tenant must immediately inform the landlord of any damage that has been caused or is imminent as well as of any defects to the rented housing. If the tenant omits to do so, any resulting damage and/or consequential damage both to the rented housing and the property of third parties will be at the tenant's expense.

### 7.8.3

The tenant may not carry out repairs or other work on wiring, alarm systems or other systems in meter cupboards except to the extent that this is part of his/her maintenance obligation.

### 7.8.4

The tenant will not use or store any hazardous liquids or substances in the rented housing and the corresponding spaces in quantities totalling more than five litres.

### 7.8.5

The tenant will not use and/or store and/or process explosives, fireworks or other explosive substances/gases in the rented housing and the corresponding spaces.

## **Alarm systems / home automation**

### 7.9

All fire alarms, fire alarm systems and corresponding safety and other precautions provided or installed by the landlord must at all times be and remain ready for immediate use. If an alarm system is present in the rented housing, the following provisions apply:

- a) the tenant undertakes to pay the monthly contribution towards a subscription, even if the tenant does not wish to use the system;
- b) if the alarm system goes off, emergency service providers must have unrestricted access to the rented housing;
- c) the tenant is not permitted to affix door bolts, chains or other door locks. The landlord is not liable for the consequences if this has been done anyway;
- d) the tenant is not permitted to make changes to the doorbell and alarm system without the landlord's permission;
- e) in the event of repeated wrongful use of the alarm system and after repeated warnings and written notification, the landlord may disconnect the tenant from the alarm system. However, this does not release the tenant from the monthly payment of his/her contribution towards the costs of the alarm system;
- f) the tenant must have a landline telephone connection in order to be able to use the alarm system.

## **The landlord's power of inspection**

7.10

The tenant will give the landlord the opportunity to enter the rented housing with a view to inspection by the landlord for compliance with the tenant's obligations under the law, the tenancy agreement and these General Conditions of Tenancy. The landlord is also understood to include: the persons designated by or on behalf of the landlord, who must be able to provide proof of their identity at all times.

## **Repairs by the tenant**

### **Article 8**

8.1

The tenant must carry out small repairs at his/her expense. The Dutch Minor Repairs (Tenant's Liability) Decree [Besluit kleine herstellingen] includes a long and detailed list of work that must in any event be carried out by tenants. Examples include cleaning work, repair work and maintenance work to the rented housing, the shared space and the garden.

8.2

All work to be carried out by the tenant must be done skilfully.

8.3

The tenant is responsible for the maintenance of trees located in the garden of the rented housing.

8.4

Unless the tenant and the landlord have agreed otherwise in writing, the tenant is responsible for the purchase, maintenance and replacement of boundary partitions and fences.

8.5

The tenant is responsible for the purchase, maintenance and replacement of built-in appliances fitted by the landlord, fitted by the tenant and/or that the tenant has taken over from the previous tenant.

8.6

If the tenant participates in a joint scheme for small repairs, this will be laid down in a further agreement between the tenant and the landlord.

## **Work carried out by the landlord**

### **Article 9**

9.1

If so requested, the tenant will give the landlord, and any persons designated by or on behalf of the landlord, the opportunity to inspect the rented housing for defects (such as technical defects). If so requested, the tenant will also give the landlord the opportunity to inspect and read electricity meters, gas meters, etc. The tenant will allow persons responsible for inspections and/or carrying out of work on the landlord's behalf to enter the rented housing after they have provided proof of their identity.

9.2

If so requested, the tenant must give the landlord the opportunity to carry out or have third parties carry out urgent work in and to the rented housing and/or in, to and for the benefit of adjacent accommodations.

9.3

Urgent work explicitly does not only include repairs, but all work that cannot be postponed until after the end of the tenancy agreement without detriment, for example because this can be more cost-efficient for the landlord. In the context of this article, giving opportunity also includes rendering assistance to the landlord as well as the tenant's performance of acts that give the landlord the opportunity to carry out or have a third party carry out the urgent work.

9.4

The visits and/or work to the rented housing will in principle take place on working days and will be announced in advance if possible.

9.5

The tenant is not entitled to a reduction of the rent or compensation as a result of the carrying out of the urgent work referred to in this article or the renovation work referred to in the next article.

### **Article 10**

10.1

If the landlord wishes to renovate the rented housing, it will submit a written proposal to the tenant for that purpose.

10.2

Renovation is understood to mean both demolition with a new building to replace it and partial renewal by means of changes or additions. Changes to the rented housing consisting of the use of other materials when carrying out maintenance and replacement work are not regarded as renovations within the meaning of this article. The tenant must therefore give the landlord the opportunity to carry out such maintenance work.

10.3

The tenant must give the landlord the opportunity to carry out the renovation if the proposal made by the landlord is reasonable, having regard for the landlord's and the tenant's interests.

A proposal for the carrying out of work by the landlord that is necessary on account of regulations imposed by the government as a result of which the rented housing and/or the building in which the rented housing is located must be renewed or altered is deemed reasonable by the parties. The landlord will inform the tenant and/or residents' committee of the building in question in due time about the changes, adjustments or improvements referred to in this paragraph. The landlord will consult about this with the tenant or the residents' committee respectively.

10.4

If the renovation concerns ten or more self-contained or non-self-contained accommodations and/or business spaces that form a structural unit, the renovation proposal is deemed to be reasonable if 70% or more of the tenants have consented to it.

For this purpose, the landlord will inform the tenant and, if necessary, the residents' committee in writing about the intended change, adjustment or improvement of the rented housing. If the tenant has not consented to the proposal, he/she may request a court decision on the reasonableness of the proposal within eight weeks of the written notification by the landlord to him/her that 70% or more of the tenants have consented to the proposal. If the tenant omits to do so, he/she must give the landlord the opportunity to carry out the renovation. If fewer than 70% of the tenants consent to the renovation proposal, the landlord may request that the court rule on the reasonableness of the proposal.

10.5

In addition, the tenant agrees to any rent increase as a result of the changes or renewals referred to in Articles 10.3 and 10.4 to the extent that the enjoyment of the rented housing can be deemed to have increased as a result of those changes or renewals and the rent increase is in reasonable proportion to the costs of the renovation. The rent increase takes effect on the first day of the month following the month in which the change or renewal has been realised.

## **Alterations and additions made by the tenant**

### **Article 11**

11.1

The tenant is allowed to change the layout or appearance of the rented housing to the extent that it concerns changes and additions on the inside of the rented housing and those changes and additions can be reversed and removed without significant costs upon the end of the tenancy agreement. However, the tenant will never be allowed to make changes or additions to the rented housing that cause or may cause danger or nuisance to the landlord or third parties. The tenant requires the landlord's prior written consent for other changes and additions in and to the rented housing.

The changes and additions referred to in the last sentence are in any case understood to include:

- a) extensions, additions or refurbishments;
- b) demolition;
- c) installing outdoor awnings and/or roll-down shutters;
- d) taking insulation measures;
- e) changing or adding systems;

- f) changing the appearance of the rented housing;
- g) installing aviaries, dovecotes, ponds, swimming pools, etc.;
- h) installing satellite dishes, outdoor aerials, masts, advertising signs, etc.;
- i) painting the outside of the rented housing;
- j) installing solar panels;
- k) laying hard floor covering such as tiles, laminate, parquet, linoleum;
- l) installing a boundary partition (such as a fence).

The tenant will not be given permission to install a satellite dish if he/she can use a shared satellite receiver or another reasonable alternative.

11.2

The landlord may attach conditions to its consent, which pertain to the following among other things:

- a) the nature and/or quality of the materials to be used;
- b) the prevention of damage to the construction of the rented housing or the building that the rented housing forms part of;
- c) building regulations or other regulations issued by the government;
- d) the maintenance of the adjustment;
- e) additional measures to prevent nuisance to third parties;
- f) insurance, tax and liability;
- g) safety.

11.3

All changes and additions made contrary to the landlord's conditions will be reversed by the tenant on the landlord's demand.

11.4

The tenant will be obliged to remedy defects and carry out repairs to the changes or additions made by him/her.

11.5

The tenant who makes changes or additions to the rented housing does so entirely at his/her own expense and risk. The tenant is liable for the damage caused by a change or addition made by or on behalf of the tenant. The tenant indemnifies the landlord against third-party claims for damage caused by changes or additions made to the rented housing by or on behalf of the tenant.

11.6

Trees must be planted at a minimum distance of 3 metres from the rented housing's façade and at a minimum of 2 metres from the boundary partition. Bushes must be planted at a minimum distance of 3 metres from the rented housing's façade and at a minimum of 0.5 metres from the boundary partition. With respect to removing trees applies that the tenant must inquire in a timely fashion whether a felling licence is required for such removal. Applying for a felling licence is at the tenant's expense and risk.

11.7

If the previous tenant has made changes to the rented housing, if such changes belong to the rented housing and the level of those changes exceeds the standard level applied by the landlord, that standard level with standard materials suitable for this type of accommodations is taken as a starting point for replacement.

## Termination of the tenancy agreement

### Article 12

12.1

Notice of termination of the tenancy agreement must be given by means of a registered letter or bailiff's notification.

12.2

Notice of termination by the tenant may be given for any reason whatsoever, with effect from any day of a calendar month. The tenant must observe a one-month notice period. The day of termination can only be a working day.

12.3

Notice of termination of the tenancy agreement by the landlord is given with due observance of a period of at least three months. This period is extended by one month for every year that the tenant has used the rented housing without interruption under the agreement, up to six months at most. The tenancy agreement that the landlord has given notice of termination of remains in effect after the day with effect from which legally valid notice of termination has been given until the time

that the court rules, on the application of the landlord, that the tenancy agreement will end, unless the tenant has agreed to the termination in writing.

12.4

The landlord may only give notice of termination of the tenancy agreement on the basis of one or more grounds included in the Dutch Civil Code.

12.5

If the tenancy agreement has been entered into for a definite period, notice of termination of the agreement may be given for the first time with effect from the end of the agreed period.

12.6

The tenant and the landlord may terminate the agreement at all times by mutual consent on a date to be set by them.

12.7

After notice of termination of the tenancy agreement by the tenant or the landlord, or after termination of the tenancy agreement by mutual consent, the tenant is obliged to give prospective tenants, on presentation of a letter from the landlord, the opportunity to inspect the rented housing.

## Delivery of the rented housing upon the end of the tenancy agreement

### Article 13

13.1

Upon the end of the tenancy agreement, the tenant will be obliged to return the rented housing to the landlord vacant, clean and in good condition and to hand over all keys. The condition of the rented housing should not deviate in a negative sense from the description (inventory) drawn up by the parties upon the start of the tenancy agreement.

Clean is understood to mean at least: sweeping the accommodation, delivering the garden and/or balcony free of dirt, sweeping the storeroom and the back path and/or walkway.

13.2

The landlord will inspect the rented housing before the end of the tenancy agreement.

The tenant will give the landlord the opportunity to do so. At that time or times respectively, an inspection form will be drawn up in which will be recorded, among other things, which repairs must be carried out by and at the expense of the tenant before the end of the tenancy agreement, as well as a statement of the costs of repair. If these costs cannot be established at that time, they will be estimated. In that case, the tenant must be prepared for the fact that the actual costs for the landlord might be considerably higher if he/she does not carry out the repairs or does not do so in a timely fashion because, depending on the nature of the work, only an estimate can be given for any work to be carried out by a contractor in the future.

Both the tenant and the landlord will sign the inspection form. The tenant and the landlord will both receive a signed copy of the inspection form.

13.3

Upon the end of the tenancy agreement, the tenant is obliged to reverse any changes or additions that he/she made to the rented housing with the landlord's permission. This is different if the landlord, upon granting its permission, explicitly provided in writing that the changes or additions do not need to be reversed upon the end of the tenancy agreement and if the changes are safe and in good condition and comply with any other conditions set when the permission was granted.

13.4

In the event that the tenant, upon the end of the tenancy agreement, leaves items behind in the rented housing, the landlord will be authorised to remove those items without any obligation to retain them and without the landlord being obliged to pay any compensation. All costs incurred for removal of the items will be payable by the tenant.

The provisions of this paragraph do not apply to movable property that the tenant transferred to the next tenant, provided that the landlord was notified in due time of this transfer in writing by means of a document that the new tenant co-signed.

## Tenant's and landlord's liability

### Article 14

14.1

Without prejudice to the consequences of failure to fulfil the obligation under Section 7:206 of the Dutch Civil Code, the landlord is only obliged to compensate the damage caused by a defect if the defect occurred after entering into the agreement and the landlord can be blamed for the defect, as well as if the defect was already present upon entering into the agreement and the landlord knew or should have known about it at the time, or stated to the tenant at the time that the property did not have such a defect.

14.2

The tenant is liable for the damage caused to the rented housing, including any shared spaces, during the tenancy period by a failure to fulfil an obligation under the tenancy agreement for which he/she can be blamed.

All damage (i.e. damage to the outside of the rented housing as well), except for fire damage, will be presumed to have occurred as a result. In the same way that the tenant is liable for his/her own conduct, the tenant will also be liable vis-à-vis the landlord for the conduct of those who use the rented housing on his/her behalf or are present there.

## The tenant's and landlord's default

### Article 15

If the tenant fails to fulfil any obligation vested in him/her under the law, the tenancy agreement and/or the General Conditions of Tenancy and the landlord as a result has had to take extrajudicial measures, the tenant is under the obligation to compensate the landlord for the extrajudicial costs.

## Penalties (List of Rates for Penalties)

### Article 16

16.1

If the tenant violates any provision of these General Conditions of Tenancy, the tenant will be obliged to pay the landlord an immediately due and payable penalty, as stated in the Schedule entitled "List of Rates for Penalties" (this list of rates has been appended to these General Conditions of Tenancy and also forms part of these General Conditions of Tenancy and the tenancy agreement), without prejudice to the tenant's obligation to act in accordance with these General Conditions of Tenancy and without prejudice to the landlord's other rights to compensation, performance, termination or otherwise.

16.2

This penalty will be owed without judicial intervention for each separate occurrence or for every day that the violation continues, all this in accordance with the provisions of the List of Rates for Penalties.

## Disputes

### Article 17

17.1

An independent complaints committee is in place pursuant to the provisions of the Dutch Public Housing (Approved Organizations) Decree [BTIV]. Anyone who disagrees with the observance, interpretation or execution of the provisions of the tenancy agreement and the provisions of the schedules that form part of it may turn to this committee, on the condition that the subject matter may be dealt with by the complaints committee.

17.2

Without prejudice to the provisions of the previous paragraph, the parties are authorised to submit a dispute that arises between the parties as a result of the tenancy agreement exclusively to the Dutch court or, if possible, the Rent Assessment Committee.

17.3

This agreement and the relationship between the tenant and the landlord will be governed by Dutch law.

## Personal Data Protection Act

### Article 18

By signing the tenancy agreement, the tenant grants the landlord permission to include the tenant's personal details in its own record and process them. The landlord will comply with the privacy safeguards prescribed by law.

## Permission

### Article 19

The tenant must make all requests for permission to the landlord in writing, whatever their nature. The landlord is only deemed to have given its permission if it has done so in writing.

## Other provisions

### Article 20

20.1

If the building or complex that the rented housing forms part of has been or will be divided into apartment rights, the tenant will observe the regulations arising from the deed of division, the articles of association, the current rules and regulations of the owners' association and the regulations that pertain to the use, management and maintenance (hereinafter referred to as the 'rules and regulations'). The rules and regulations will prevail in the event of any conflict.

20.2

If the rules and regulations are amended and these amended rules and regulations are reasonable from an objective viewpoint, the tenant will consent to their applicability.

20.3

The landlord will provide the rules and regulations as soon as possible.

Version: September 2015

# List of Rates for Penalties

This List of Rates for Penalties forms part of the General Conditions of Tenancy for the Tenancy Agreement for Self-contained Accommodation, to the extent that this List of Rates has been declared to apply in that agreement.

The penalties included in the List of Rates for Penalties are immediately due and payable and will be indexed in accordance with the Consumer Price Index of Statistics Netherlands, All Households indexed (level 2012 = 100). The tenant is obliged to pay the penalties stated below, without prejudice to the tenant's obligation to act in accordance with the General Conditions of Tenancy and without prejudice to the landlord's other rights to compensation, performance, termination or otherwise.

## Article 4.3

Penalty if the rent owed is not paid, not paid in full or not paid in a timely fashion:  
- Five days after the date of receiving notice, per day: **€ 15.00**, the maximum for each rent instalment not paid (in full) or in a timely fashion (in full) being a sum in the amount of 25 percent of the monthly rent.1)

## Article 7.2.1

Penalty if the tenant does not have his/her principal residence in the rented housing:  
- Ten days after receiving notice: **€ 500.00**, with the exception of the first month after the start of the tenancy agreement concluded between the tenant and the landlord.

## Article 7.5.1

Penalty in the case of whole or partial prohibited subletting or allowing others to use the rented housing wholly or partially:  
- From the date of subletting and/or allowing others to use the rented housing: **€ 500.00** per month;

## Article 7.6.1

Penalties for causing nuisance:  
- For each occurrence causing noise nuisance, after receiving notice: **€ 75.00**;  
- For each occurrence in the event of threats made **€ 250.00**;  
- For each occurrence in the event of physical abuse **€ 500.00**;  
- In the event of other forms of nuisance, after receiving notice: **€ 45.00**.

## Articles 7.7.1 and 7.7.2

Penalty for drugs-related violations within the meaning of Articles 7.7.1 and 7.7.2 of the General Conditions of Tenancy:

For growing, striking cuttings, drying or otherwise processing or producing drugs, or allowing others to do so:

- Upon discovery: **€ 4,500.00**.

For other criminal or drugs-related offences (such as holding a quantity of drugs in the rented housing that exceeds the quantity allowed for personal use as well as providing and selling drugs from or in the vicinity of the rented housing):

- Upon discovery: **€ 2,500.00**;

- Upon repetition of this offence: **€ 3,750.00**.

## Other obligations

Penalty for other violations of the General Conditions of Tenancy:

- Per day, after receiving notice: **€ 25.00**.

1) If the rent of €300.00 has not been paid for two months, the maximum penalty therefore totals €675 (= €300 multiplied by 2 + €75 (=300 multiplied by 25%)).



**Principal establishment**

Kronehoefstraat 83  
Eindhoven

**Postal address**

Postbus 787  
5600 AT Eindhoven

(040) 24 99 999