

## **General rental conditions for accommodation**

### **The scope of these conditions**

#### *Article 1*

These General Rental Conditions form part of the rental agreement in which they are declared to apply. If the provisions of the rental agreement differ from those of the General Rental Conditions, the provisions of the rental agreement take precedence.

### **More than one tenant**

#### *Article 2*

##### 2.1.

The tenants mentioned in the opening words of the agreement each have an independent and full right of tenancy that they exercise simultaneously and with due regard for one another's rights.

##### 2.2.

The rent and the service costs are only payable once jointly for the tenancy rights referred to above. If the agreement relating to one or a number of tenants ends, the other tenant(s) continue(s) to owe the full amount of the rent and service costs.

##### 2.3.

Each of the tenants is jointly and severally liable for the whole amount of the rent and for all the other obligations that arise for him/her and for the other tenant(s) out of this agreement and the law.

##### 2.4.

To terminate the agreement with respect to both (all the) tenants, the notice of termination must be given to or by each of them.

### **Making available and acceptance of the accommodation rented**

#### *Article 3*

##### 3.1.

Landlord shall make available the accommodation rented on the commencement date of the rental, unless this is not a working day.

##### 3.2.

Before or upon the start of the rental agreement a description of the accommodation rented shall be drawn up between tenant and landlord. Tenant and landlord shall receive a copy of this description signed by both of them.

## **Service costs**

### *Article 4*

#### 4.1.

The tenant shall pay an advance each month towards the service costs. The landlord will provide the tenant with an annual statement showing the service costs charged during the previous calendar year and a summary of the heating costs charged during the previous calendar year.

Differences between the costs incurred and the service costs paid by the tenant as an advance shall in addition be settled by the landlord with the tenant before 1 July after the end of the previous calendar year, unless this concerns a payment for a fund set up by landlord. With regard to these funds the advance paid by the tenant is made equal to the final account; no settlement is therefore made.

If the statement shows a positive balance this is repaid to tenant before 1 July after the end of the previous calendar year. Deficits shall be cleared by the tenant within a month, unless tenant does not agree with the service costs and notifies landlord of this in writing.

#### 4.2.

The monthly advance applicable between landlord and tenant may, subject to a further agreement entered into between parties, only be increased with effect from the first month, following the month in which the statement referred to in the first paragraph of this article is issued.

#### 4.3.

Tenant is bound to a revision in the supply of goods or services and the corresponding revised advance, if this revision relates to goods and services that can only be supplied to a number of tenants jointly and at least 70% of these tenants have agreed to this. A tenant that has not agreed to the revision may within eight weeks after the written notification of the landlord that agreement has been given by at least 70% of the tenants, demand a decision by the court regarding the reasonable nature of the proposal.

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

### *Article 5*

Landlord is obliged on demand of the tenant to rectify defects in the accommodation rented, unless this is impossible or requires expenditure that in the given circumstances cannot reasonably be required of the landlord, or where in accordance with the law, this rental agreement or practice, this is for account of tenant.

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

### *Article 6*

#### 6.1.

Tenant shall pay the price payable for the accommodation rented in full, in advance, before or at the latest on the first of the month by payment of the amount due in the way indicated by landlord.

From the first day of the month tenant is in default for the instalment for that month and owes statutory interest.

#### 6.2.

Tenant shall not appeal for the rent payment to any off-set, except in case of article 7: 206 paragraph 3 Dutch Civil Code.

#### 6.3.

Tenant shall use and maintain the accommodation rented as a good tenant should.

#### 6.4.

Tenant shall inhabit the accommodation rented during the rental period him/herself as accommodation for him/herself and members of his/her household and have his/her main residence there. At the latest within six weeks after commencement of the rental the tenant must have his/her main residence in the accommodation rented.

Tenant shall use and maintain the accommodation rented, including all appurtenances and any communal areas, in accordance with the purpose, and not change this purpose. Communal areas are understood to mean areas such as staircases, lifts, cellars, attics, garages, sheds, galleries, gardens, courtyards, where tenant shares the use of these areas with other tenants or users.

#### 6.5.

The tenant is only permitted with the prior written consent of landlord to fully or partly sublet the accommodation rented or to give it to third parties to use. A request for consent must be made in writing, indicating the name of the sub-tenant, the sub-letting price and the commencement date of the sub-rental agreement.

If tenant has fully or partly sub-let the accommodation rented without the consent of landlord, has rented it out or handed it over to third parties to use, the onus of proof that tenant has maintained his/her main residence in the accommodation rented without interruption rests with tenant. For unauthorised sub-letting tenant must also pay all income obtained from sub-letting to landlord.

#### 6.6.

Tenant must ensure that no inconvenience or nuisance is caused to neighbours by tenant, house mates, household pets or by third parties which are in the accommodation rented or in the communal areas on behalf of tenant.

6.7.

Tenant shall equip the accommodation rented with proper furniture and soft furnishings. In an apartment or flat a suitable floor covering must be fitted to provide sufficient sound-proofing.

The tenant must furthermore comply with the rules regarding the application of floor coverings, as specified in the information provided by the landlord in the tenant's file, as well as any rules imposed by a technician from Singelveste AlleeWonen.

6.8.

Where the rental property comprises a front and/or back garden, the tenant agrees to maintain and clean these to a respectable standard.

6.9.

The tenant is prohibited from planting any tall-growing trees in the front and/or rear garden. The landlord reserves the right to (instruct a contractor to) remove such trees at the tenant's expense.

6.10.

The tenant shall not use any garden included with the rental property for the storage of goods and/or parking of vehicles, unless otherwise agreed between the tenant and landlord.

6.11.

The tenant is not permitted to grow cannabis in the accommodation rented, or to carry out other activities that are punishable under the Opium Act.

6.12

Tenant is obliged to take the necessary measures to prevent damage to the accommodation rented, in particular in case of fire, storm, water and frost. Tenant must notify landlord without delay of damage which has occurred or threatens to occur for any reason whatever, as well as defects in the accommodation rented.

In case of negligence of tenant in this matter the damage that has occurred as a result both to the accommodation rented and to the property of third parties, shall be for account of tenant.

6.13.

In connection with inspection by landlord of the compliance with the obligations of tenant on the basis of these General Rental Conditions, or in connection with possible work to be carried out by landlord or inspection of meter readings and so on, tenant shall allow landlord into the accommodation rented. Landlord is also understood to mean: persons appointed by or on behalf of landlord. Upon this inspection or entering the accommodation these people must identify themselves.

6.14.

If the tenancy right of tenant has ended as a result of divorce or separation of bed and board, tenant is obliged to give written notification of the termination of his/her tenancy right to landlord, immediately after the judicial order in which this is provided has become irrevocable. Until tenant has given this notification, he/she shall remain liable with respect to the landlord for the fulfilment of all obligations under this rental agreement. The above also applies to the termination of a registered partnership.

If the co-tenant continues the rental agreement as tenant he/she is obliged to notify landlord of this immediately in writing.

### **The repairs by tenant**

#### *Article 7*

7.1.

All minor repairs, as referred to in article 240 of Book 7 of the Dutch Civil Code (Order on minor repairs) shall be for account of tenant, with the exception of the maintenance as mentioned in the brochure(s) of Singelveste AlleeWonen (included in the tenants folder, annex b to this rental agreement).

7.2.

All work to be carried out by tenant shall be carried out expertly. Tenant shall thereby take into account the instructions given by the government or landlord.

### **The execution of urgent work by landlord**

#### *Article 8*

8.1.

Tenant shall permit all urgent work to the accommodation rented or adjoining accommodation, as well as their central facilities.

8.2.

Tenant has no right to reduction of the rent or compensation as a result of the execution of the urgent work.

8.3.

If landlord wishes to renovate all or part of the complex of which the accommodation rented forms part, he shall make a written proposal to tenant to this effect. This proposal is deemed to be reasonable if 70% or more of the tenants of the complex have agreed to it. If tenant has not agreed to the proposal and within eight (8) weeks after written notification from the landlord that 70% or more of the tenants have agreed to the proposal, has also not demanded a decision from the court about the reasonable nature of the proposal, he/she is bound to this. Tenant is then obliged to give full cooperation to the execution of the work.

8.4.

The work referred to shall, after prior notification of the time, be carried out on working days, except however for urgent cases.

## **The making of alterations and additions by tenant**

### *Article 9*

#### 9.1.

The tenant is permitted to make alterations and additions to the inside of the accommodation rented, except if this involves alterations that cause danger, inconvenience or nuisance for landlord or third parties and/or alterations and additions that jeopardise the lettable of the accommodation rented or result in a reduction in value of the accommodation rented.

For fundamental alterations and additions tenant needs the prior written consent of the landlord. This applies among other things for all alterations for which the consent of the local authority is also necessary, for alterations to water piping and drainage, electricity and gas connection, for virtually all alterations to the outside of the accommodation and for installing hard floor coverings in apartments. For a list of frequently occurring alterations for which written consent is required, please refer to the conditions in the policy laid down by the landlord for self-made alterations. Landlord shall when giving consent indicate whether the alteration or addition must be reversed by tenant at the end of the rental agreement.

When giving consent for making alterations and additions by tenant, landlord shall indicate whether a payment scheme is applicable.

#### 9.2.

The landlord may associate conditions with the alterations and additions that relate among other things to:

- nature and quality of the materials to be used;
- the prevention of damage to the structure of the accommodation rented or the building;
- (building) regulations of the government;
- the maintenance of the alteration;
- additional provisions to prevent inconvenience to third parties;
- insurance, tax and liability.

#### 9.3.

All alterations made that conflict with the conditions of landlord shall be reversed by tenant on first notice by landlord.

#### 9.4.

Tenant is obliged to maintain, rectify defects and carry out repairs to the alterations or additions made by tenant.

#### 9.5.

Tenant is liable for the damage that is caused by an alteration or addition made by tenant. Tenant shall indemnify landlord for claims of third parties for damage caused by alterations to the accommodation rented made by tenant him/herself.

## **The termination of the rental agreement**

### *Article 10*

#### 10.1.

Notice of termination may be given by tenant for any reason whatever, on any day of a calendar month provided this does not fall on a Saturday, Sunday or generally recognised public holiday, in which case notice of termination shall be given on the next working day. Tenant must take into account a period of notice of 30 days.

#### 10.2.

Notice of termination of the rental by landlord shall be given taking into account a period of at least three months. This period shall be extended by one month for each year that tenant has been in uninterrupted enjoyment of the accommodation rented up to a maximum of six months.

#### 10.3.

The notice of termination by landlord may only be given on the basis of one or more of the grounds mentioned in the Dutch Civil Code.

#### 10.4.

Tenant is obliged, if after the end of the rental agreement landlord wishes to let or sell, to give interested parties the opportunities to view.

## **The handing over of the accommodation rented at the end of the rental**

### *Article 11*

#### 11.1.

At the end of the rental agreement tenant is obliged to hand over the accommodation rented surrendering all keys fully cleared and clean in the condition in which he/she received the accommodation rented in accordance with the description at the start of the rental agreement, except in case of normal wear and tear that is for account and risk of landlord. For alterations and additions made by tenant to the accommodation rented the provisions of paragraph five of this article apply.

#### 11.2.

Before the end of the rental agreement tenant and landlord shall inspect the accommodation rented together. Tenant shall give landlord the occasion to do this. On this occasion or occasions an inspection report shall be drawn up which shall indicate repairs that must be carried out before the end of the rental agreement by and at the expense of tenant, as well as the estimated costs of repair. Both parties shall receive a copy of the inspection report.

11.3.

If upon final inspection of the accommodation rented it is found that the repair work indicated in the inspection report has not yet been carried out or upon final inspection of the accommodation rented it is found that further repair work must be carried out that is not indicated in the inspection report, the landlord shall give the tenant the opportunity to perform the necessary repairs within a reasonable timeframe, the costs of which are to be borne by the tenant.

11.4.

For the time taken for the execution of the work, in order to put the accommodation rented in the condition referred to in 11.1, counting from the date of the end of the rental agreement, tenant shall owe landlord an amount calculated on the last applicable rent and payment for additional supplies and services, notwithstanding landlord's claim to compensation for further damage and costs. Tenant may not derive any rights from this provision.

11.5.

With regard to the alterations and additions made by tenant during the rental period with or without consent at the end of the rental the following rules shall apply:

- a. landlord may demand that alterations and additions made that have been made without consent as referred to in article 9.1, or do not comply with the provisions in article 9.2, be reversed by tenant.
- b. tenant is obliged to remove alterations and additions at the end of the rental, if landlord has required this when giving written consent.
- c. notwithstanding the provisions in this paragraph, tenant shall at all times be entitled to reverse all alterations and additions made by him/her, provided he/she restores the accommodation rented to the condition it was in according to article 3 at the start of the rental.

11.6.

If at the end of the rental agreement tenant has not complied with his/her obligations to repair, completely clear and if necessary reverse alterations or additions made, landlord shall be entitled to carry out himself or to have carried out any work necessary as a result of this at the expense of tenant, whereby tenant now undertakes to pay these costs then. Other damage occurring due to the negligence of tenant shall also be for his/her account.

11.7.

If at the end of the rental agreement tenant has left things behind in the accommodation rented, landlord shall be authorised to remove these things, without any duty of deposit resting on landlord. All costs of removing the things shall be for account of the tenant.

The provision in this paragraph shall not apply to movable goods that tenant has passed onto the following tenant, provided this transfer is notified to landlord in writing.

## **The liability of tenant**

### *Article 12*

Tenant is liable for the damage that has arisen during the rental period to the accommodation rented, which also includes the outside, due to a failure attributable to him/her in the fulfilment of an obligation under the rental agreement. All damage, except for fire damage, is deemed to be caused as a result.

Tenant is liable to the landlord in the same way as for own behaviour for the behaviour of those who have used the accommodation rented on behalf of tenant or who are in it on behalf of tenant.

## **The default of tenant and landlord**

### *Article 13*

#### 13.1.

If one of the parties is in default with the fulfilment of any obligation which rests on him/her in accordance with the law and/or the rental agreement and as a result judicial and/or non-judicial measures have to be taken by the other party, all resultant costs shall be for account of this one party.

#### 13.2.

The extra-judicial collection costs payable in accordance with this article by one party to the other party are payable at the time when one party passes on for collection his claim against the other and amount to at least 15% of the claim passed on for collection, with a minimum of € 25.00 plus the applicable VAT percentage.

## **Other provisions**

### *Article 14*

#### 14.1

If part of the agreement or these General Rental Conditions is annulable, this shall not affect the validity of the other articles. Instead of the null or void part the parties shall then be deemed to agree on what comes closest in a legally permissible way to what they would have agreed if the nullity or annullability had been known.

#### 14.2

If the building or complex in which the rental property is located, is or becomes sub-divided into individual apartments, the tenant shall be obliged to observe any rules regarding the use thereof, as arising from the deed of partition, statutes and regulations. The tenant is furthermore obliged to observe any decisions taken by the Homeowners' Association, if any such association exists for the building or complex. The landlord undertakes to make such decisions known to the tenant as soon as possible.

*Article 15*

With effect from the start date of the tenancy, the tenant shall be the sole consumer of energy for the rental property and shall be obliged to take out an energy supply contract for the property with one or more energy suppliers and to observe any obligations arising from this agreement. The tenant must furthermore satisfy any obligations to the distribution network operator arising under the connection and supply agreement for the rental property. The tenant shall indemnify the landlord against any and all claims from the network operator and/or energy supplier.

*Article 16*

Revisions to the rental agreement may only be agreed in writing.