

COMMON_SECTION:head NEW_SECTION

INDEFINITE TENANCY AGREEMENT between Host and Intermediary, version 2.5

This agreement was registered on Lento.eu with contract number {{ \$contractNumber }}

THE UNDERSIGNED:

@if (\$rentalParty['isCompany'])

1. The private limited company {{ \$rentalParty['name'] }}, having its registered office and principal place of business in {{ \$rentalParty['city'] }} at {{ \$rentalParty['address'] }}, represented by:

FullNameRentalParty

hereinafter referred to as the **‘Host’**;

@else

2. @if (\$rentalParty['gender'] == "male") Mr @elseif (\$rentalParty['gender'] == "female") Ms @endif

{{ \$rentalParty['name'] }}

born on {{ \$rentalParty['dateOfBirth'] }}, residing in {{ \$rentalParty['city'] }} at {{ \$rentalParty['address'] }}, hereinafter referred to as the **‘Host’**;

@endif @if (\$rentingParty['isCompany'])

3. The private limited company {{ \$rentingParty['name'] }}, having its registered office and principal place of business in {{ \$rentingParty['city'] }} at {{ \$rentingParty['address'] }}, represented by:

FullNameRentingParty

hereinafter referred to as the **‘Tenant’** or **‘Intermediary’**;

@else

4. @if (\$rentingParty['gender'] == "male") Mr @elseif (\$rentingParty['gender'] == "female") Ms @endif

{{ \$rentingParty['name'] }}

born on {{ \$rentingParty['dateOfBirth'] }}, residing in {{ \$rentingParty['city'] }} at {{ \$rentingParty['address'] }}, hereinafter referred to as the **‘Tenant’** or **‘Intermediary’**;

@endif

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WHEREAS

- The parties have expressly not opted for a fixed-term tenancy agreement, but for an indefinite and durable tenancy relationship instead;
- The parties have expressly opted not to utilise the two-year (2-year) rent regime (for self-contained accommodation), the five-year (5-year) rent regime (for non-self-contained accommodation) or a shorter rent regime, pursuant to Section 271(1) of Book 7 of the Dutch Civil Code;
- This agreement was concluded through the intermediary services of Lento Operations B.V. (‘Lento’), via Lento’s digital platform (the ‘Portal’).
- The Host has, by virtue of a mandate and power of attorney, instructed and authorized Lento, inter alia but not limited thereto, to perform on its behalf the legal acts referred to in Article 4.4 of this Rental Agreement.

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HAVE AGREED AS FOLLOWS:

1. The Rented Object, intended use

1.1. The Host lets to the Tenant and the Tenant rents from the Host the @if (\$isFurnished) furnished @else unfurnished @endif @if (\$isDependent) self-contained accommodation @else non-self-contained accommodation @endif accommodation(s) situated at:

@foreach (\$addressList as \$adres)

- de {{ \$adres }}

@endforeach

as described in more detail in the Portal (the Rented Object).

@if (!\$hasUtilitiesIncluded) The Rented Object is without gas/heating, water and electricity (GWE). The Tenant must arrange their own energy/water contracts and bears the additional costs.

@endif The Rented Object also includes, if applicable, the common use of the common areas of the complex in which the Rented Object is situated. The condition of the Rented

Object on the date of delivery may be described in a delivery report to be initialled by the parties. The letting of the Rented Object includes the items listed in the Portal. @if (\$isSnfCertified)

The Rented Object is SNF-certified (Stichting Normering Flexwonen or Foundation for Flexible Housing Standards). @endif @if (\$isAkfCertified)

The Rented Object is AKF-certified (Agrarisch Keurmerk Flexwonen or Agricultural Quality Label for Flexible Housing). @endif

1.2. The Rented Object will be used by or on behalf of the Tenant exclusively for the purpose of subletting as accommodation @if (\$hasCapacity) for no more than {{ \$capacity }} person(s) @endif , the Tenant being allowed to sublet the Rented Object.

1.3. Without the prior written permission of the Host, the Tenant is not permitted to use the Rented Object for any purposes other than those stated in Article 1.2.

1.4. When the keys are handed over, the Tenant @if (\$isDependent) will receive @else will not receive @endif a copy of the energy label, as referred to in the Energy Performance (Buildings) Decree as regards the Rented Object.

1.5. In this agreement, the following definitions apply:

- **“The General Provisions”** will mean the general provisions as adopted by the Netherlands Real Estate Council and as provided for in Article 2;
- **“The Complex”** will mean the premises of which the Rented Object forms part;
- **“The Rented Object”** will mean the property which the Tenant rents from the Host as set out in more detail in this tenancy agreement (refer to Article 1.1 in particular);
- **“Common Areas”** will mean the areas of the complex in respect of which the Tenant has a right of joint use (together with others);
- **“Commencement Date of the Tenancy Agreement”** will mean the date on which this agreement commences pursuant to Article 3.1. This does not alter the fact that obligations may arise for the parties under this Tenancy Agreement before that date;
- **“Delivery”** will mean making the Rented Object available to the Tenant;

NEW_SECTION 2. Conditions

2.1. Under this tenancy agreement, the parties must comply with the provisions of the law with respect to letting and renting of residential accommodation, unless this

tenancy agreement provides otherwise. The 'GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION', in accordance with the model drawn up by the Real Estate Council (ROZ), adopted on 5 March 2025 and filed on 10 April 2025 with the registry of the District Court of The Hague and registered there under number 7/2025, form part of this tenancy agreement. The parties are familiar with these General Provisions. The Tenant has received a copy thereof. The General Provisions are attached as Annex 3.

2.2. The General Provisions referred to in Article 2 will apply unless this Tenancy Agreement expressly provides otherwise or where the General Provisions cannot be applied to the Rented Object.

2.3. This agreement is subject to the Lento Framework Agreement, insofar as any obligations arise from it for the Host and/or Tenant.

NEW_SECTION 3. Duration, extension and termination

3.1. This tenancy agreement is concluded for an indefinite period, starting on {{ \$startDate }}.

3.2. The Host will make the Rented Object available to the Tenant on the commencement date of the tenancy agreement, provided that the Tenant has met all obligations towards the Host existing at that time. If the commencement date does not fall on a working day, the Rented Object will be made available on the next working day.

3.3. Notice of termination of the tenancy agreement must be given in accordance with Article 18.1 of the General Provisions.

3.4. If Article 1.1 includes several addresses, the Tenant is expressly permitted to terminate this agreement per address.

3.5. If it appears from the authorities that it is not allowed to house labour migrants in the rented property, both the Host and the Tenant will have the right to dissolve or terminate this tenancy agreement immediately without the parties being liable to each other for damages or compensation on any grounds whatsoever.

NEW_SECTION 4. Rent and payment obligation

4.1. With effect from the commencement date, the Tenant must pay the following amounts:

- the rent;

@if ((float) \$servicePrice)

- the payment due for the other items and services provided in connection with occupation of the Rented Object (service charges);

@endif @if (\$hasOtherCosts)

- the cost of additional services as displayed on the Portal;

@endif @if (\$hasVat)

- the VAT to be charged thereon.

@endif

@if (!\$hasUtilitiesIncluded)

The Rented Object is without gas/heating, water and electricity (GWE). The Tenant must arrange their own energy/water contracts and bears the additional costs. Therefore, the costs involved are not included in the rent/servicecosts. @else @if (

!\$serviceCostsInclEnergyCosts)

the Rented Object includes Gas/Heat, Water and Electricity (GWE) connections.

However, the rent is/servicecosts are exclusive of GWE costs. The Tenant must pay the GWE costs to the Host on a monthly basis. To this end, the Host will charge the GWE costs to the Tenant on a monthly basis, on a post-calculation basis. This will be done outside of Lento. @else @if ((float) \$servicePrice) @else

The fee for the other items and services provided in connection with the occupation of the Rented Object (service costs) are included in the rental price. @endif @endif @endif

4.2. The Host will determine the payment due for the other items and services provided in connection with occupation of the Rented Object, as specified in Article 7.

4.3. A system of advance payments with subsequent settlement will apply to the payment referred to in Articles 4.1 and 4.2, as indicated in Articles 17.1 to 17.14 of the General Provisions

4.4. The rent and the advance as referred to in Articles 4.1 and 4.2 will be payable in advance, and must always be paid on or before the first day of the period to which the payment relates, into the bank account designated by Lento for this purpose, being account number NL38 RABO 0315 4013 70 in the name of Lento Operations B.V.

4.5. The payment period is: {{ \$paymentPeriod['en'] }}. The following amounts will be payable for each payment period:

- Rent € {{ \$rentalPrice }}

@if ((float) \$servicePrice)

- The advance on the payment due for the other items and services provided in connection with occupation of the Rented Object € {{ \$servicePrice }}

@endif @if (\$hasOtherCostsOfferPeriod)

- The cost of additional services as displayed on the Portal € {{ \$otherCostsOfferPeriod }}

@endif

Total payment to be made by the Tenant every payment period € {{ \$totalPrice }}
in words: {{ \$totalPriceWord['en'] }} euro{{ \$hasVat ? ', excluding VAT' : '' }}. @if
(\$hasOtherCostsOnce)

In addition to the payment per payment period, Tenant has to pay a one-time amount of
€ {{ \$otherCostsOnce }}, say {{ \$otherCostsOnceWord['en'] }} euro{{
\$otherCostsOnceHasVat ? ', excluding VAT' : '' }}, for the one-time additional services as
described in the portal.

@endif @if (\$hasOtherCostsYearly)

In addition to the payment per payment period, Tenant has to pay annually an amount of
€ {{ \$otherCostsYearly }}, say {{ \$otherCostsYearlyWord['en'] }} euro{{
\$otherCostsYearlyHasVat ? ', excluding VAT' : '' }}, for the annual additional services as
described in the portal.

@endif

4.6 With a view to the effective date included in Article 3.1, the Tenant's first payment
relates to the first rental period and the tenant will pay the amount referred to in Article
4.5 before or on the effective date referred to in Article 3.1.

@if (\$hasVat)

4.7. Value Added Tax (VAT) is payable on the rent. If the Premises may no longer be
leased subject to VAT, the Tenant shall no longer be liable for VAT. However, as of the
date on which such termination takes effect, the Tenant shall, in addition to the rent and
in place of VAT, pay a separate compensation to the Host and/or its legal successor(s) in
such amount as is necessary to fully compensate the Host and/or its legal successor(s)
for:

- a. any VAT on the operating costs of the Premises or investments made therein that, as a
result of the termination of the option to tax, is no longer deductible by the Host and/or
its legal successor(s);
- b. any VAT that the Host and/or its legal successor(s) is required to pay to the Dutch Tax
Authorities as a result of the termination of the option to tax due to a recalculation as
referred to in Article 15(4) of the Dutch Turnover Tax Act 1968 (Wet op de omzetbelasting
1968) or a revision as referred to in Articles 11 through 13 of the VAT Implementation
Decree 1968 (Uitvoeringsbeschikking omzetbelasting 1968);
- c. any other loss or damage suffered by the Host and/or its legal successor(s) as a result

of the termination of the option to tax.

By signing this Lease Agreement, the Tenant declares that it will permanently use, or cause the Premises to be used, for purposes that entitle it to a (virtually) full right to deduct VAT pursuant to Article 15 of the Dutch Turnover Tax Act 1968 (Wet op de omzetbelasting 1968). If a competent authority determines that the Host should have applied a different VAT percentage, the applicable VAT percentage shall be adjusted accordingly to that percentage.

@endif

NEW_SECTION 5. Rent adjustment

5.1. If the rented accommodation is in the lower or medium-priced segment, the rent can be adjusted annually on 1 July at the proposal of the Host by a percentage that is not more than equal to the percentage legally permitted on the effective date of that change for accommodation in the lower or medium-priced segment. In addition to the percentage referred to in the previous sentence, the rent may be changed at the proposal of the Host by a percentage equal to the percentage permitted on the effective date of that change for the income-related rent increase, if it concerns rented independent accommodation in the lower segment. The parties declare the provisions of Section 7:252a of the Dutch Civil Code to apply mutatis mutandis to the extent required and the tenant grants permission to request a statement referred to in Section 7:252a(3) of the Dutch Civil Code to the extent required.

5.2. If it concerns rented independent accommodation with a liberalised rent for residential accommodation, the provisions under 5.1 do not apply. In that case, the rent will be adjusted for the first time on 1 July and then annually in accordance with the provisions of Article 16 of the General Provisions.

NEW_SECTION 6. Utilities, including optical fibre @if (\$hasUtilitiesIncluded)

Not applicable.

@else

6.1. The Rented Object has an individual meter for water, power and heat. The Tenant is responsible for concluding water and power supply contracts.

@endif

NEW_SECTION 7. Service charges @if (!\$hasOfferPriceServices)

Not applicable.

@else

7.1.The Host will arrange for the provision of the following items and services in connection with the occupation of the Rented Object:

@foreach (\$offerPriceServices as \$offerPriceService)

- {{ \$offerPriceService }}

@endforeach

@endif

NEW_SECTION 8. **Taxes and other levies**

8.1. Unless this is not permitted pursuant to the law or regulations arising therefrom, the following will be for the Tenant's account, even if the Host is sent assessments for this:

- property tax and water board or polder charges;
- environmental levies, including surface water pollution levy and waste water purification levy;
- betterment levies, or related taxes or levies, in full or a proportionate part thereof, if and insofar as the Tenant has benefited from that which forms the basis of the assessment or levy;
- other existing or future taxes, environmental protection contributions, charges, levies and fees
- Such taxes and other levies will only be passed on to the extent they relate to the actual use of the Rented Object and the actual shared use of service, general and common areas.

8.2. If the levies, taxes, fees or other occupancy-related costs for the Tenant's account are collected from the Host, these must be paid by the Tenant to the Host at the latter's first request.

NEW_SECTION 9. **Manager**

9.1. Unless otherwise notified by the Host, the Host will act as manager.

9.2. Unless agreed otherwise in writing, the Tenant must contact the Host when it comes to matters concerning the content of this tenancy agreement. Notice of termination must always be sent to the Host and Lento.

9.3. The Tenant must contact the manager when it comes to all further matters concerning this Tenancy Agreement.

NEW_SECTION 10. **Deposit** @if (!\$hasDeposit)

10.1 The Tenant does not owe a deposit.

@else

10.1. The Tenant will pay a deposit before the Commencement Date in the amount of €{{ \$deposit }} in the manner indicated in Article 4. In addition to Article 21 of the General Provisions, the deposit will also serve as a guarantee for any damage caused to the Rented Object and/or its household contents during the rental period.

10.2. If, at the end of the tenancy agreement, the deposit has not been used, or has not been used in full, for: overdue rent, service charges, damage to the rental home which is for the Tenant's account or energy performance fees, the remainder shall be refunded by the Host to the Tenant no later than fourteen days after the end of the lease. In case of set-off against the aforementioned items, set-off shall take place within 30 days after the end of the lease, provided with a written specification.

10.3. No interest is paid on the deposit.

@endif

NEW_SECTION 11. Subletting

11.1. Subletting is only permitted in accordance with Article 1.2. Any other subletting is expressly forbidden.

NEW_SECTION 12. Penalty stipulation

12.1. The Tenant and the Host agree that if the Tenant fails to comply with his/her obligation(s) under the following provision(s), he/she will forfeit to the Host an immediately payable penalty as specified below:

- a) a penalty in the amount of € 20 for each calendar day that the violation continues, in the event of violation of Articles 1 (use), 9 (garden), 13.1 and 13.2 (reporting damage), 14.1 (common areas), 14.3 under a (pets), 14.4 (nuisance), 21.1 and 21.2 (deposit) of the General Provisions, subject to a maximum of € 4,000, without prejudice to the Tenant's obligation still to perform such obligation and without prejudice to the Host's right to claim (additional) compensation;
- b) a penalty in the amount of € 35 for each calendar day that the violation continues, in the event of violation of Articles 4.1 and 4.2 (changes and additions), 8 (aerials), 10 (shading devices), 14.2 and 14.3 under b (advertising, venting ducts and flues) of the General Provisions, subject to a maximum of € 7,000, without prejudice to the Tenant's obligation still to perform such obligation and without prejudice to the Host's right to claim (additional) compensation;
- c) a penalty in the amount of € 50 for each calendar day that the violation continues, in the event of violation of Article 1.3 (change of designated use) of this tenancy

agreement, and of Articles 12 (access), 15.2 (hazardous substances), 19 (punctual and proper re-delivery) of the General Provisions, subject to a maximum of € 10,000, without prejudice to the Tenant's obligation still to perform such obligation and without prejudice to the Host's right to claim (additional) compensation;

d) a penalty in the amount of € 1,500 per violation, to be increased by an additional penalty in the amount of € 75 for each calendar day that the violation continues, in the event of violation of Article 2 ((temporary) subtenancy) of the General Provisions, subject to a maximum of € 15,000, without prejudice to (i) his/her obligation still to perform such obligation and (ii) the Host's right to claim (additional) compensation, and (iii) the obligation to surrender any (estimated) profit generated by him as a result of acts in violation of this prohibition;

e) a penalty in the amount of € 5,000 per violation, to be increased by an additional penalty in the amount of € 100 for each calendar day that the violation continues, in the event of violation of Article 14.3 under c (hemp and suchlike, expressly including laughing gas) of the General Provisions, subject to a maximum of € 25,000, without prejudice to (i) his/her obligation still to perform such obligation and (ii) the Host's right to claim (additional) compensation, and (iii) the obligation to surrender any (estimated) profit generated by him as a result of acts in violation of this prohibition.

NEW_SECTION SPECIAL PROVISIONS

13. Use and nuisance

13.1. In addition to Article 1.1 of the General Provisions, the Tenant is obliged to actually use the Rented Object in accordance with the provisions of Article 1.2.

13.2. If the Tenant has the joint use of common halls, corridors or other external spaces/grounds, the Tenant undertakes to strictly comply with the instructions to be given by the Host in respect of the management, maintenance and joint use of these spaces, which instructions are not included in this tenancy agreement as such. The Tenant may not place any waste, bicycles, mopeds or other items in these spaces.

13.3. The Tenant or any persons who are in the Rented Object on the Tenant's behalf are prohibited from smoking in the Rented Object. If, upon termination of the tenancy agreement, the Host discovers any smoke damage (including discolouration and smoke odour) on walls, ceilings, doors and/or window frames, the Host will be entitled to pass on to the Tenant the costs incurred for the removal of the smoke deposit and odour.

13.4. The Tenant may not keep any animals in the Rented Object without the written consent of the Host.

13.5. The Tenant hereby gives the Host permission in advance to check the interior of the Rented Object no more than once a month. The appointment to be made for this purpose will be announced to Tenant at least 24 hours in advance.

NEW_SECTION 14. Changes to the Rented Object

14.1. It is not permitted to paint the window frames or doors in or on the Rented Object in any colours other than those specified by the Host.

14.2. It is forbidden to nail, staple, screw, glue or stick any objects to the floors, doors and walls if the changes cannot be undone, or cannot be undone easily. Wall decorations may be attached to the walls only, by agreement and using the appropriate means. At the end of the tenancy agreement, all walls must be handed over to the Host undamaged or in the same condition and colours as the condition and colours in which they

14.3. It is also not permitted to paint the façade or other exterior elements of the Rented Object in a colour other than that specified by the host.

14.4. The Tenant is expressly forbidden to:

- drill holes in the tiling, such as the walls and floors of the kitchen, toilet and bathroom;
- put hot pans and suchlike directly on the countertop and to use the countertop as a cutting board.

14.5. The laying-out and design of the communal garden (if any) should remain unchanged.

NEW_SECTION 15. Appliances

11.1. Insofar as the Rented Object is let with kitchen appliances, such as a microwave oven, cooker hood, fridge-freezer, ceramic hob or dishwasher, the Tenant will be obliged to care for and maintain them in a manner befitting a responsible Tenant and to use them only in accordance with their intended purpose. The Tenant is prohibited from moving or replacing built-in kitchen appliances, unless with the prior written consent of the Host.

15.2. If the Rented Object comes with any smoke alarm(s), the Tenant will tolerate their presence and maintain them.

NEW_SECTION 16. Insurance

16.1. The Tenant must take out and maintain liability insurance and must provide the Host with a copy of the policy upon first request.

NEW_SECTION 17. Suspensive condition - no timely availability

17.1. This agreement is concluded under the suspensive condition that the Host agrees to this letting by signing this agreement via the Portal. If the Host has not agreed to this letting as referred to in the first sentence within five days after this agreement has been signed by the Tenant, this agreement will not come into effect.

17.2. In derogation of Article 23.4 of the General Provisions, the Tenant is entitled to terminate the tenancy agreement immediately without the necessity of court proceedings if the Host is unable to make the Rented Object available on the intended Commencement Date.

NEW_SECTION 18. Miscellaneous

18.1. The Tenant explicitly declares that he/she has sufficient liquidity and solvency in order to be able to fulfil the obligations arising from this tenancy agreement.

18.2. In addition to Article 26.1 of the General Provisions, the Tenant agrees by signing this tenancy agreement that his/her name, telephone number and e-mail address (personal data) will be used by the Host for the purposes of access to the Rented Object and monitoring and control of energy through mobile communications.

18.3. In addition to Article 26 of the General Provisions, the Tenant declares that he/she is aware that his/her personal data will be recorded with due observance of the General Data Protection Regulation (GDPR), that the data will only be used for the purpose for which they were obtained, that the data will not be kept longer than necessary and that the data will not be provided to third parties for no reason. The Tenant has the right to inspect his/her personal data, as stipulated in the Personal Data Protection Act.

NEW_SECTION 19. Internal Regulations

19.1. The Host's Internal Regulations form an integral part of the tenancy agreement and are enclosed as Annex 2. The Tenant must comply with these Internal Regulations and ensure that its subtenants comply with them.

NEW_SECTION 20. Choice of law

20.1. This agreement is governed exclusively by Dutch law.

20.2. If a translation of this agreement is used and there are differences between the Dutch agreement and the foreign-language agreement, the Dutch agreement will prevail.

NEW_SECTION @if(\$previousContract !== null) **21. Termination of adjusted Tenancy Agreement**

21.1. The rental agreement between the Host and the Intermediary with Lento contract number {{ \$previousContract['contractNumber'] }} will terminate with effect from the effective date as referred to in Article 3.1.

@endif NEW_SECTION

APPENDICES

The following annexes have been attached to this agreement:

- Provision of Information under the Good Host Act
- Internal Regulations
- The General Provisions

NEW_SECTION

DRAWN UP AND SIGNED:

@if(!\$disableSigning) @endif

Host Tenant

Place: Place:

{{ \$rentalParty['city'] }} {{ \$rentingParty['city'] }}

Date: Date:

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Annex 1. PROVISION OF INFORMATION UNDER THE GOOD HOST ACT

PROVISION OF INFORMATION UNDER THE GOOD HOST ACT, based on the model of the Real Estate Council (ROZ), December 2023

Introduction

As of July 1, 2023, the Good Host Act has entered into force and the Host of housing is obliged to inform the tenant about a number of topics. See this link from the central government on which all information for the tenant is summarized:

<https://www.rijksoverheid.nl/onderwerpen/woning-verhuren/vraag-en-antwoord/nieuwe-regels-voor-verhuurders-en-verhuurbemiddelaars-1-juli-2023> and <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord>.

Through this document, information is provided and you as a tenant are informed about the rights and obligations of the tenant. In short, this document elaborates, among other things:

- that the tenant may only use the property as agreed with the Host;
- that the Host may only enter the property with the tenant's permission, unless there is a legal exception;
- that there are different types of tenancy agreements and that a tenant can sometimes go to the rent tribunal or the subdistrict court if he has any questions;
- that the deposit may not exceed twice the monthly rent and what rules there are about returning the deposit at the end of the lease;
- which contact details the tenant can use to ask questions about the property or report complaints;
- how the service charge is calculated and that annual full cost breakdown must be provided to the tenant.

Hereby, Host {{ \$rentalParty['name'] }} provides Tenant {{ \$rentingParty['name'] }} with information in writing about:

1. The obligation of the Tenant to use the living or accommodation space in accordance with what has been agreed in the rental agreement and what the possible consequences are if the living or accommodation space is used for other purposes:

For this purpose, the Host refers the Tenant to Article 1 of the Rental Agreement and Article 1 of the General Terms and Conditions

2. The fact that, during the term of the lease, the Host may only enter the living or living space with the consent of the Tenant, unless:

- 1°. there is an urgent emergency requiring immediate intervention;
- 2°. urgent work as referred to in Article 220(1) of Book 7 of the Civil Code must be carried out on the living or accommodation area;
- 3°. the Host wishes to proceed with renovation as referred to in Article 220, second paragraph, of Book 7 of the Civil Code, to which the Tenant has agreed or for which the court has ruled that the Host has made a reasonable proposal to that effect;
- 4°. pursuant to Article 56 of Book 5 of the Civil Code, the Host must authorise something for the benefit of a neighbouring property;

5°.the entry into the residential or residential premises takes place for the purpose of a viewing for sale or new rental as referred to in Article 223 of Book 7 of the Civil Code;

For this, the Host refers the Tenant to article 12 of the General Provisions

3. The different types of tenancy agreements with the relevant rent and rent protection, the possibilities for annual rent increases and the way in which the Tenant can calculate the rent on the basis of the housing valuation system;

For this purpose, the Host refers the Tenant to the relevant overview on the website of Rijksoverheid.nl <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/verschillende-soorten-huurcontracten-voor-een-woning>

4. The obligation for the Tenant to contact the Host in the event of defects in the living or living space, unless there are minor repairs that the Tenant must repair himself, as well as an overview of what can be understood by minor repairs or a reference to a website where such an overview is offered;

For this purpose, the Host refers the Tenant to the relevant overview on the website of Rijksoverheid.nl <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/welke-kosten-zijn-voor-de-huurder-en-welke-voor-de-verhuurder?>

5. An overview of the subjects, including rent, rent protection and maintenance, for which the Tenant can turn to the Rent Tribunal or to the subdistrict court or a reference to a website where such an overview is offered.

For this purpose, the Host refers the Tenant to the relevant overview on the website of Rijksoverheid.nl <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/wanneer-kan-ik-terecht-bij-de-huurcommissie-en-wanneer-bij-de-kantonrechter>

6. The amount of the applicable deposit and the manner in which and the periods within which the Tenant's claim against the Host with regard to the deposit is determined upon termination of the lease;

Afspraken over terugbetaling bij beëindiging huurovereenkomst:

Amount of deposit: maximum 2 times the monthly rent

Agreements on repayment upon termination of the rental agreement:

For this purpose, the Host refers the Tenant to Article 7 of the Rental Agreement and Article 21 of the General Provisions. The Host adds that the deposit must be repaid within two weeks after the end of the rental agreement, unless there is a payment arrears and/or delivery damage. The Host may then deduct the arrears and/or the costs of repair from the deposit. He must repay the remainder within thirty days of the end of the lease. A cost breakdown must be provided.

7. The Tenant's obligation to pay the applicable service costs for which the Host will provide the Tenant with a complete breakdown of costs on an annual basis;

Hiervoor verwijst verhuurder de huurder naar artikel 3, 4, 5 en 7 van de Huurovereenkomst en naar artikel 17 van de algemene bepalingen.

8. The contact details of the Host or the manager where the Tenant can go for matters concerning the rented property

For this purpose, the Host refers the Tenant to the preamble and article 9 of the Rental Agreement.

9. The contact details of the Municipal Reporting Point, referred to in Article 4 of the Good Host Act, of the municipality in which the leased property is located;

Every municipality must have a hotline for complaints about Hosts. Tenants (including migrant workers), home seekers, local residents and others can contact this hotline with signals and complaints about undesirable behaviour by Hosts. On 'https://lento.eu/nl/meldpunt-ongewenst-verhuurbedrag' you will find an overview of all municipalities that now have a hotline. It contains a link to the municipal website with information about the hotline and how to make a report.

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Annex 2. Internal regulations

It is mandatory to follow the lento.eu house rules below at all times.

- During your stay and at the end of the rental period, the accommodation will be checked on quality, safety, hygiene and damages. You are liable for all damage caused to the accommodation or to goods belonging to the accommodation during your stay, as well as for loss of inventory, excessive energy consumption and insufficient cleaning.
- The accommodation is handed to you clean @if (\$isFurnished) , furnished and equipped with standard inventory @endif. You are responsible for keeping the accommodation and if applicable the garden end/or the balcony, tidy and clean. Ventilate regularly, especially in the bathroom.
- Be frugal with gas, water and electricity. The maximum permissible temperature is 21 °C. If the heating is turned on, the windows and doors must be closed. Turn down the thermostat, if you have access to it, to 17 °C when leaving the residence or going to bed.
- Take your fellow residents and neighbours into account and do not cause noise nuisance. After 22.00 hrs till 7:00 hrs it has to be quiet in the accommodation as well as in the direct vicinity of the accommodation.
- It is not permitted to alter anything on, in or at the accommodation. Placing satellite dishes, an additional refrigerator, air conditioning, an additional washing machine, a heater or any other additional equipment is not allowed. It is not allowed to put nails or thumbtacks in the walls of the accommodation or to fil any additional shelves to the walls of the accommodation.

- For your safety the accommodation is equipped with fire prevention and firefighting equipment. It is forbidden to sabotage this, for instance, by placing plastic bags over the smoke detectors or removing the batteries.
- On the last day of your stay you have to leave the accommodation at the indicated time. On the last day of your stay you have to leave the accommodation behind clean and tidy. The accommodation has to be cleared of personal possessions and delivered (broom)clean. Do not leave dirty dishes, remove the bedlinen from the bed, clean the kitchen, refrigerator and any other electric equipment and place garbage bags in the containers. Any personal belongings left behind will be removed.
- Smoking is not allowed in the accommodation.
- Using, producing, dealing or storing narcotics in the accommodation is forbidden.

For houses

- As a resident you have to maintain the garden.
- Household waste must be offered according to the locations' household waste schedule.
- The windows must be cleaned every month.

For apartments

- The public areas must be left clean after every use.

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Annex 3. General provisions of the tenancy agreement for housing accommodation

GENERAL PROVISIONS OF THE TENANCY AGREEMENT FOR HOUSING ACCOMMODATION

Model adopted by the Real Estate Council of the Netherlands (ROZ) on 5 March 2025, filed with the registry of The Hague District Court on 10 April 2025, and registered there under number 7/2025. The ROZ expressly excludes all liability for the adverse consequences of using the wording of the model.

Use

1.1 During the entire term of the tenancy agreement, the tenant must actually use the rented housing in its entirety, continuously and properly, exclusively in accordance with the designated use as specified in the tenancy agreement, meaning, among other things, that the tenant is not permitted to use the rented housing for business activities (including activities as referred to in Article 2.1 and Article 14.3, paragraph c) and is not permitted to use the rented housing other than as housing accommodation for themselves and the members of their household insofar as the rented housing is reasonably suitable for this purpose. The tenant must inform the landlord of the composition of their household and all changes to it. The tenant must also cooperate in an investigation if the landlord has reasons to assume that the tenant is violating the provisions of this Article 1.1.

1.2 The tenant must observe the existing limited rights, qualitative obligations and the requirements imposed or to be imposed by the government, fire brigade and utility companies regarding the use of the rented housing. Utility companies also include other companies involved in the supply, transport and consumption metering of power, water and other utilities. The tenant must also supply carpeting, curtains and furniture for the rented housing at the start of the tenancy agreement unless it is let out with carpeting, curtains and/or furniture at the start of the tenancy agreement. The tenant must keep the rented housing adequately supplied with carpeting, curtains and furniture.

1.3 The tenant must comply with oral or written instructions issued by or on behalf of the landlord in the interest of the proper use of the rented housing and of the spaces, installations and facilities of the building or complex of buildings of which the rented housing forms part.

1.4 The tenant has the right and obligation to use the common facilities and services that are or will be available in the interest of the proper operation of the building or the complex of buildings of which the rented housing forms part.

1.5 The tenant is not permitted to use the storage areas, garages, etc. pertaining to the rented housing as living space or storage other than for their own non-business use, as a workshop or as a sales area or otherwise conduct sales or arrange for sales to be conducted in or near these spaces.

1.6 Insofar as the tenant requires a housing permit and/or other permits, exemptions and/or consents under public law, which the tenant may apply for and are needed to use the rented housing and/or to exercise their powers under the tenancy agreement, the general provisions and/or on the basis of the landlord's consent, the tenant will be responsible for obtaining and maintaining them and must pay the related costs.

Subletting

2.1 Without the landlord's prior, written consent, the tenant may not rent out, sublet or grant the use of all or part of the rented housing to third parties, including renting out rooms, providing board and lodging, granting temporary or other use (such as through Airbnb or comparable organisations), or waive rent. Consent granted by or on behalf of the landlord is on a case-by-case basis and does not apply to other or subsequent cases.

2.2 If the landlord has reasons to assume that the tenant has granted the use or has sublet all or part of the rented housing without the landlord's consent as referred to in Article 2.1, the tenant must cooperate in any landlord's investigation in this regard. The tenant must provide the personal details of the user(s) or subtenant(s) on request.

Condition of the rented housing at the start of the tenancy agreement

3.1 The general, structural and technical condition of the rented housing that the tenant accepts at the start of the tenancy agreement will be recorded between the tenant and the landlord in a delivery report to be appended to the tenancy agreement and signed by or on behalf of the parties. The date of preparing and signing the delivery report may differ from the date of signing the tenancy agreement itself. The delivery report forms part of the tenancy agreement.

3.2 Any defects at the start of the tenancy agreement must be specified in the delivery report. The landlord must remedy such defects within a reasonable period. If the landlord fails to do so, it will not be in default until the tenant has given it a notice of default.

Alterations and additions by the tenant

4.1 The tenant is not permitted to make or arrange for alterations or additions in or to the inside of the rented housing, its layout and/or appearance without the landlord's prior, written consent. The foregoing does not apply to alterations or additions that can be reversed at the end of the tenancy agreement without incurring significant costs.

4.2 The tenant is not permitted to make or arrange for alterations or additions in or to the outside of the rented housing, including the land on which it is constructed, the balcony, the common areas and the garden (unless for landscaping of an ornamental garden) without the landlord's prior, written consent.

4.3 The tenant must reverse alterations or additions at the end of the tenancy agreement unless they have received the landlord's written consent for them to remain.

4.4 Unless the parties agree otherwise in writing, the landlord will not consent to interior alterations and additions that the tenant wishes to make if:

- they adversely affect the letting potential of the rented housing;
- they result in a decrease in the value of the rented housing;

- they are not necessary for the efficient use of the rented housing;
- they do not increase the enjoyment of the rented housing;
- they demonstrably affect the energy efficiency of the rented housing such as the energy performance or the energy index; and/or
- the landlord has other serious objections to these alterations and additions being made.

4.5 For the purpose of Article 4.4, the landlord will always have serious objections if the alterations or additions:

- fail to comply with government and/or utility company regulations that apply in this regard or if any permits, exemptions and/or consents required for this purpose have not been obtained;
- are of inadequate technical quality;
- adversely affect the letting potential of the adjacent homes;
- complicate proper housing management;
- cause or could cause nuisance and/or inconvenience to third parties;
- mean that the residence can no longer be allocated to house seekers from the landlord's target group for the rented housing;
- reasonably are or could be detrimental to the rented housing or the building of which the rented housing forms part; change the nature of the rented housing;
- are contrary to the deed(s) of division or internal regulation(s) pertaining to the rented housing, or to the conditions under which the owner of the rented housing acquired ownership of it.

4.6 The landlord may attach regulations for the tenant to its consent, in particular with respect to the materials to be used and their quality, the constructions to be applied and the procedures to be followed, specifically with a view to the possibility of and consequences for future maintenance, safety and sustainability. The landlord may also attach regulations to consent to be granted with respect to fire, storm and third-party insurance, relating to taxes and levies and with respect to liability.

4.7 The landlord must specify in its consent whether the alterations must or must not be reversed at the end of the tenancy agreement. The only instance in which the alterations or additions need not be reversed is if the landlord agrees in writing, at the joint written request of the existing and incoming tenants, to retain the alterations or additions made or taken over by the existing tenant because the incoming tenant will take them over and has agreed to reverse the alterations or additions at the end of their tenancy agreement.

4.8 When making the alterations or additions, the tenant must ensure that all requirements imposed or to be imposed by the government in this regard are met, and that all permits, consents and/or exemptions required for this purpose (such as those granted by the municipality and the fire brigade) are obtained. The costs of the alterations or additions are always the tenant's responsibility.

4.9 The tenant must maintain and repair the alterations and additions they have made or taken over. If the tenant has taken over items, alterations or additions from the previous tenant, this can never lead to the liability of the landlord. The tenant indemnifies the landlord against third-party claims relating to damage caused by alterations and additions made or taken over by the tenant.

4.10 The tenant may not wallpaper walls and ceilings in the rented housing that have not been wallpapered. The tenant must not affix stickers to paintwork or glue floor coverings directly to the floor screed or stairs. The tenant must remove any finishes applied to the walls, such as stucco, textured paint, roughcast, plaster or similar, at the end of their tenancy agreement, unless the incoming tenant has notified the landlord in writing that they will take over the finishes on the tenant's walls and will ensure their removal at the end of their subsequent tenancy agreement.

4.11 Consent granted by the landlord is on a case-by-case basis and does not apply to other or subsequent cases.

4.12 The landlord is not bound by the tenant's recommendation of a subsequent tenant for the rented housing, including if the recommended tenant wishes to take over items of property belonging to the tenant or facilities fitted or alterations made in/to the rented housing from the tenant.

4.13 All alterations that the tenant makes contrary to the landlord's conditions must be reversed immediately on notice from the landlord.

4.14 If items that the tenant has installed in the rented housing, or the building or complex of buildings of which the rented housing forms part, need to be removed temporarily because of maintenance and repairs, the costs of removal, any storage and reinstallation will be at the tenant's expense and risk, regardless of whether the landlord had consented to their installation.

Alterations or facilities provided by the landlord

5.1 If and insofar as the government imposes mandatory regulations on the landlord regarding alterations, modifications or improvements to the rented housing separately and/or to the building or complex of buildings of which the rented housing forms part, the tenant confirms that they will allow these alterations to be made in, on, at or near the rented housing.

5.2 If the rented housing forms part of a complex of multiple residences and the landlord wishes to alter, modify or improve the complex or a section of it of which the rented housing forms part, even though the government has not prescribed those works as mandatory and they are not otherwise urgent within the meaning of Section 7:220, paragraph 1 of the Dutch Civil Code, the tenant must allow this to be done provided:

- a. at least 70% of the tenants within the complex or a section of it of which the rented housing forms part, have agreed to the proposed alteration, modification or improvement; and
- b. the proposed alteration, modification or improvement can only be made per complex or per relevant section for technical, organisational, social and/or financial reasons; and
- c. the landlord has informed the tenant in due time of the proposed alteration, modification or improvement and has discussed it with the tenant or the tenants' organisation.

5.3 If the landlord is entitled or obliged under Article 5.1 or 5.2 to make certain changes or renovations in or to the rented housing, the landlord may also make a rent adjustment proposal to the tenant on the basis of Section 7:252 and/or Section 7:255 of the Dutch Civil Code.

5.4 The landlord may not make a rent adjustment proposal to the tenant in connection with changes or renovations to resolve overdue maintenance and bring it up to the maintenance level in keeping with the original rent.

5.5 The provisions of Article 11.5 apply in case of alterations, modifications or improvements as referred to in Articles 5.1 and 5.2.

5.6 The landlord need not implement a proposed alteration, modification or improvement to which the tenant has agreed.

5.7 Notwithstanding the provisions of Article 5.1 to 5.6 inclusive, the tenant must, if requested by the landlord, consult with the landlord concerning alterations, modifications or improvements that relate to making the rented housing, or the building or complex of buildings of which the rented housing forms part, more sustainable. The tenant undertakes not to refuse to give their consent for this purpose on unreasonable grounds.

Lift

6.1 If the building of which the rented housing forms part has a lift, the tenant, their household members and visitors must strictly comply with all regulations, issued or to be issued by or on behalf of the landlord, the lift installer or the government.

Central heating and hot water boiler

7.1 If the rented housing has its own individually controlled central heating system or hot water boiler, the tenant must take care of it 'as befits a good tenant'.

7.2 Without exception, the tenant will bear all costs for repairing any damage caused by negligence, improper use or unskilled maintenance of the systems and associated fittings referred to in Article 7.1, whether by the tenant or by any person engaged by the tenant.

7.3 In case of frost, the tenant must take all measures available to them to prevent the central heating system, hot water boiler and water pipes from freezing. If the tenant is absent during the heating season, they must not turn off the radiators of the central heating system, due to the risk of the aforementioned systems freezing.

Common or central aerial system

8.1 If the rented housing is, becomes or can be connected to an existing common or central system for internet access and/or the reception of television and radio programmes, the tenant may not install or retain their own system or aerials, or to make any changes to the existing system.

8.2 Only the connection point(s) installed in the rented housing for the common or central aerial system or internet provision may be used to connect equipment. The tenant must use suitable connection cables for these connection(s), which they are responsible for purchasing at their own expense. The tenant is liable for any damage to the system caused by the use of faulty receivers or defective connection cables.

Garden, land, boundary partitions, structures

9.1 If the property includes a garden or land, the tenant is required to design, use, maintain and preserve the garden as an ornamental garden, and may not use the land or garden for storing items of any kind, or for parking one or more cars, caravans, boats, etc. The tenant must maintain and regularly prune the trees and shrubs, including those present at the start of the tenancy. Trees or shrubs causing nuisance must be removed at the tenant's expense. If a felling permit is required, the tenant must apply for one at their own expense and with the landlord's knowledge. Damage caused by trees, shrubs or other plants is at the tenant's expense.

9.2 The tenant is not permitted to place, change or remove boundary partitions, sheds, wooden and other structures without the landlord's consent.

9.3 The provisions of Articles 4.1 to 4.14 inclusive apply by analogy.

Awnings and solar panels

10.1 The tenant is not permitted to install external awnings and solar panels unless they have obtained the landlord's prior consent, including concerning the construction, colour and method of mounting.

10.2 The provisions of Articles 4.1 to 4.14 inclusive apply by analogy.

Maintenance

11.1 Under the law (Section 7:217 in conjunction with Section 7:240 of the Dutch Civil Code) and this tenancy agreement, the tenant must perform minor repairs in, on or to the rented housing. This includes the repairs listed in the Minor Repairs (Tenant's Liability) Decree. The landlord must fix other defects if the tenant requests it, unless this is impossible or would require expenditure that cannot reasonably be expected of the landlord in the given circumstances. For this purpose, the parties must, in a timely and proper manner and each at their own expense, implement or arrange for any facilities, including renovations, required by law, any statutory rule or the agreed conditions.

11.2 The provisions of Article 11.1 do not affect the tenant's obligation to maintain, repair and renovate facilities installed by or on behalf of the tenant themselves, as referred to in Article 4.

11.3 The minor repairs at the tenant's expense will be performed by or on behalf of the landlord if this maintenance is included in the services to be provided by or on behalf of the landlord relating to the occupancy of the rented housing for which service charges are calculated as referred to in Article 7 of the tenancy agreement.

11.4 The above provisions do not affect the obligation of either party to implement at their own expense those facilities that are necessary as a result of intent, fault, negligence or improper use by themselves or by persons for whom they are liable.

11.5 If the landlord deems it necessary to perform or arrange for maintenance, repairs, renovations or other works in the rented housing, the building or complex of buildings of which the rented housing forms part or adjacent premises, or if such works are required due to requirements or measures from authorities or utility companies, the tenant must allow the necessary persons for that work to enter the rented housing and tolerate such work and any customary inconvenience, without being entitled to claim compensation, reduction of the rent or termination of the tenancy agreement for that purpose. The landlord must consult with the tenant in due time concerning the scheduling of the work.

11.6 If either party fails to perform or arrange for maintenance, repairs or renovations at their own expense, or if such work is performed in an improper or substandard manner, the other party may perform or arrange for such works to be performed at the expense and risk of the defaulting party, after having issued a written notice of default granting a reasonable period for performance. If the work to be performed at the tenant's expense cannot be postponed, the landlord may perform or arrange for it to be performed immediately at the tenant's expense.

Access and control

12.1 The landlord may verify whether the tenant is complying with the tenancy agreement and the general provisions. This primarily, but not exclusively, concerns the obligations in Articles 1.2 and 1.3 of the tenancy agreement and Articles 1, 2, 4.1, 4.2 and 14.3 of the general provisions. The landlord and any persons designated by the landlord have the right to enter and inspect the rented housing periodically, at a time to be agreed with the tenant. The tenant must cooperate in this regard by indicating, immediately on the landlord's request, a time within a reasonable period of the request when the landlord may access and inspect the rented housing, and by granting access to the rented housing and allowing the inspection at the stated time.

12.2 The landlord and any persons designated by the landlord may enter the rented housing, after consultation with the tenant and on working days between 8 a.m. and 5:30 p.m., to inspect the condition of the premises for the purpose of the works mentioned in Articles 5 and 11 and for valuations. In emergencies, the landlord may enter the rented housing without prior consultation and/or outside of the stated hours.

12.3 Both in the event of the intended letting, sale or auction of the rented housing, or of all or part of the building or complex of buildings of which the rented housing forms part, and during the final three months of the tenancy agreement, the tenant must, following prior notice from or on behalf of the landlord, allow viewings of the rented housing from 10 a.m. to 12 p.m. and from 2 p.m. to 4 p.m. on working days, as well as on auction days. The tenant must also tolerate the placement of standard 'to let' or 'for sale' signs or posters on or near the rented housing (or the building or complex of buildings).

Damage and liability

13.1 If any damage occurs or threatens to occur in, on or to the rented housing, including damage or potential damage to pipes, cables, conduits, drains, sewers, installations and equipment, the tenant must immediately notify the landlord of this in writing.

13.2 If there is an immediate risk of damage or if existing damage threatens to spread, the tenant must report this to the landlord without delay and take appropriate measures immediately in order to prevent and limit damage or further damage in or to the rented housing. This applies especially in the case of, or risk of, damage caused by weather conditions. 13.3 If the rented housing forms part of a collective building or a complex of residences, the provisions of Articles 13.1 and 13.2 also apply to the entire building or complex, particularly to common areas and the adjacent premises. Direct action by the tenant is only required where it may reasonably be expected of them.

13.4 The landlord is not liable for any damage or loss of enjoyment of the rented housing suffered by the tenant and/or their household members, or for damage to belongings of the tenant and/or their household members, resulting from visible or hidden defects in the housing, unless the damage or loss of enjoyment is attributable to the landlord or

results from a defect that existed at the start of the tenancy agreement and which the landlord knew about or ought to have known about at the time.

13.5 The landlord is not liable for damage caused to the person and/or property of the tenant or their household members by vandalism, storms, frost, lightning, heavy snowfall, flooding, rising or falling groundwater levels, natural disasters, nuclear reactions, armed conflict, civil war, insurrections, riots, acts of war or other contingencies.

13.6 The tenant is liable for any damage to the rented housing resulting from a failure attributable to them in fulfilling any obligation under the tenancy agreement. All damage, except fire damage, is presumed to have arisen in this way. For the purpose of this paragraph, 'tenant' also includes the tenant's household members and third parties present in the rented housing.

13.7 The tenant must take out and maintain adequate home contents insurance under standard conditions and, immediately on the landlord's request, glass insurance. The tenant must first seek compensation from their insurer for any damage falling under the scope and cover of their insurance.

13.8 The tenant must ensure that both the work and costs involved in repairing defects under Section 7:206, paragraph 3 of the Dutch Civil Code and taking measures referred to in Article 13.2 are reasonable.

Protection of living environment

14.1 If the rented housing forms part of a building or complex that includes areas and grounds to which the tenant does not have exclusive rights of use, the tenant must help ensure that these areas and grounds are not polluted, that no movable property is placed in, on or near them, and that they are not used for purposes other than those clearly intended under the tenancy agreement or by the landlord's instructions. In particular, the tenant must not access – or permit access to – the roof, lift machinery rooms, fire escape ladders, the central heating system room or the pressure tank room. The tenant is also not permitted to place vehicles, prams, bicycles or other items anywhere other than in the designated areas, or to beat or hang out bedding, laundry, etc., on the exterior of the building, except within the balcony area.

14.2 The tenant is not permitted, without the landlord's prior written consent:

- a. to place or arrange for any form of advertising to be placed on the rented housing, whether for themselves or for third parties;
- b. to connect or arrange for a mechanical extractor or other equipment to be connected to a ventilation duct;

c. to adapt or use any smoke flues in the rented housing for the purpose of an open fireplace or what is known as a multifuel stove, unless such use relates to an open hearth that is an integrated part of the rented housing.

The provisions of Articles 4.1 to 4.14 inclusive apply by analogy.

14.3 The tenant is not permitted:

a. to keep pets or other animals that cause nuisance in or near the rented housing;

b. to discharge combustion gases other than through the existing smoke flues or to use the ventilation ducts for this purpose;

c. inside the rented housing, the common areas and/or parts of it, or in the immediate vicinity of the rented housing:

– to grow or trade cannabis or arrange for this to be done, to set up the rented housing as a cannabis farm, drying room or processing space or to carry out other activities that are punishable under the Opium Act;

– to possess cannabis or similar substances in the rented housing, common areas and/or vicinity of the rented housing or to store or hold these substances for others;

– to trade in, produce or use qat, soft drugs, hard drugs or other illegal substances in groups, or allow their presence or use in the rented housing, common areas and/or vicinity of the rented housing;

– to commit other criminal offences that could adversely affect the living environment or the rented housing, common areas and/or immediate vicinity of the rented housing.

The tenant acknowledges that any breach of the above prohibitions may result in damage to the rented housing and cause risks and nuisance – such as pollution, vandalism or attracting criminal activity – to the vicinity. Breaching these prohibitions is considered so serious that it justifies termination of the tenancy agreement in the shortest possible term.

14.4 The tenant must not cause any nuisance or inconvenience while using the building or complex of buildings of which the rented housing forms part. The tenant must ensure that no nuisance or disturbance is caused by any third parties or animals they have brought into the rented housing.

14.5 Articles 14.1 to 14.4 aim to promote a good living environment among the users of the building or complex of buildings of which the rented housing forms part.

14.6 The tenant must behave, use and maintain the rented housing as befits a good tenant.

14.7 The tenant must cooperate in any investigation by the landlord in response to complaints about nuisance or inconvenience by the users of the complex of which the rented housing forms part or other local residents.

Environment

15.1 The tenant must adhere strictly to the guidelines, regulations or instructions issued by the government or other competent agencies regarding the disposal of waste materials, separately or otherwise. If the tenant fails to comply or fails to fully comply with this obligation, they will be liable for any resulting financial, criminal and other possible consequences.

15.2 The tenant is not permitted:

- a. to have environmental hazardous materials, including noxious, flammable or explosive materials in, on, at or in the immediate vicinity of the rented housing;
- b. to use the rented housing in such a way that it causes soil or other environmental pollution.

Rent adjustment

16.1 If the rented housing is self-contained housing accommodation in the high segment or if the rented housing is self-contained housing accommodation in the middle segment and it follows from Article 5.2 that the rent is adjusted on the basis of the Consumer Price Index (CPI):

- the annual rent adjustment will be made under Article 5.3 of the tenancy agreement on the basis of the change to the monthly price index figure in accordance with the consumer price index (CPI), all households series (2015=100) published by Statistics Netherlands (CBS);
- the rent adjusted under Article 5.3 of the tenancy agreement will be calculated as follows: the adjusted rent is equal to the applicable rent on the date of the adjustment, multiplied by the index figure of the fourth calendar month before that in which the rent is adjusted, divided by the index figure of the sixteenth calendar month before that in which the rent is adjusted;
- if the CBS ceases publication of the aforementioned price index figure or changes the basis of its calculation, an index figure that is as comparable as possible will be applied;
- the parties must consult to agree on a reduction of the two-month period specified in Article 5.5 of the tenancy agreement if the CBS no longer publishes the price index figure on a monthly basis.

Costs of mains services with an individual meter and service charges

17.1 In addition to the rent, the costs of the supply, transport, metering and consumption of gas, water and electricity for the rented housing, including the costs of entering into the relevant agreements and renting meters and any costs and fines that are charged by the utility companies are payable by the tenant.

17.2 The tenant must enter into supply contracts with the relevant bodies at their own expense and risk unless the rented housing does not have separate connections and/or the parties have agreed that the landlord will arrange for the supply of gas, water and electricity.

17.3 If the parties have agreed that the landlord will arrange for the supply of gas, water and electricity for the rented housing and an individual meter is located in the residential area of the rented housing, the landlord will determine the amount payable by the tenant for that purpose based on the actual costs according to the meter readings. The landlord will determine the amount owing by the tenant if the residential area of the rented housing does not have an individual meter.

17.4 In addition to the rent, the costs related to the provision of internet, image, sound and other signals, including the costs of entering into the relevant agreements and any costs and fines charged by the providers of these services are payable by the tenant.

17.5 The tenant must enter into the agreements with the providers concerned, as referred to in Article 17.4, at their own expense and risk unless the parties have agreed that the landlord will arrange for the provision of internet, image, sound and other signals. In the latter case, the landlord will determine the amount owed by the tenant in this regard.

17.6 If the parties have agreed that the landlord will also arrange for the supply of any other services related to the occupancy of the rented housing for which service charges are calculated, the landlord will also determine the amount owed by the tenant in this regard.

17.7 Insofar as the rented housing forms part of a building or complex of buildings and the provision of services related to the occupancy of the rented housing for which service charges are calculated also relates to other sections belonging to that building or complex, the landlord will determine the share in the costs of providing those services for which service charges are calculated that is reasonably payable by the tenant. In doing so, the landlord need not consider the fact that the tenant does not make use of one or more of the provided services for which service charges are calculated. If one or more sections of the complex of buildings are not in use, the landlord will ensure, when fixing the tenant's share, that it is not higher than it would have been if the building or complex of buildings had been fully occupied.

17.8 Within six months of the end of each calendar year, the landlord must provide the tenant with a statement that enables the tenant to independently determine their share of the costs referred to in this article.

17.9 After the end of the tenancy, a statement of the costs referred to in this article will be prepared for the period for which such a statement has not yet been provided. This statement must be provided no later than six months after the end of the year to which the costs relate.

17.10 Based on the statement for the relevant period and taking into account advance payments, any amount underpaid by the tenant or overpaid to the landlord must be settled within three months after the statement is provided, either by an additional payment or a refund. Disputing the accuracy of the statement does not suspend the obligation to make payment.

17.11 If requested by the tenant, the landlord must give the tenant the opportunity to inspect the books and other business records underlying the statement referred to in Articles 17.8 and 17.9, or copies of them, after the statement has been provided.

17.12 The landlord may make an interim adjustment to the advance payment owed by the tenant for the supply of electricity, gas and water consumed in the residential part of the rented housing (based on an individual meter located in that part) and for other services provided in relation to the occupancy of the rented housing for which service charges are calculated, based on the costs expected by the landlord in the cases referred to in Section 7:261, paragraphs 1 and 2 of the Dutch Civil Code.

17.13 The tenant is bound by any reduction or increase in the supply of electricity, gas and water provided by the landlord for consumption in the residential part of the rented housing (based on an individual meter located in that part), in the other services provided in relation to the occupancy of the rented housing for which service charges are calculated, and in the resulting adjusted advance payment, provided that adjustment concerns a supply that can only be delivered jointly to a number of tenants and that at least 70% of those tenants have agreed to it. Within eight weeks of the landlord's written notice that agreement has been reached with at least 70% of the tenants, a tenant who has not agreed to the adjustment may request a court decision regarding the reasonableness of the proposal.

17.14 If the consumption of gas, electricity, water or heat is measured by meters and a dispute arises over the tenant's share of the consumption costs due to the non-functioning or incorrect functioning of these meters, a company consulted by the landlord that specialises in measuring and determining the consumption of gas, electricity, water or heat will determine this share. This also applies in case of damage, destruction or fraud involving the meters, without prejudice to any other rights the

landlord has against the tenant in such cases, such as the right to have the meters repaired or replaced and the right to compensation for damage suffered.

Termination by notice

18.1 Termination of the tenancy agreement by notice must be effected by bailiff's writ or registered letter, effective from a day agreed for the payment of rent (usually the first day of a calendar month), and subject to a notice period. Notwithstanding the provisions of Section 7:271, paragraph 6 of the Dutch Civil Code, the notice period for termination by the tenant is equal to the length of a payment period, but not shorter than one month and not longer than three months, and for termination by the landlord, not shorter than three months. If the tenant terminates their tenancy early on the basis of Article 5.6 of the tenancy agreement, the notice period must be at least one month.

End of the tenancy agreement or use

19.1 Unless agreed otherwise in writing, the tenant must deliver the rented housing to the landlord at the end of the tenancy agreement, or at the end of their use of the rented housing, in the condition described in the delivery report drawn up at the start of the tenancy, taking into account any subsequent work carried out by the landlord and allowing for normal wear and ageing.

19.2 If no delivery report was drawn up at the start of the tenancy, the tenant is presumed, unless proven otherwise, to have received the rented housing in the condition it is in at the end of the tenancy agreement.

19.3 The tenant must deliver the rented housing at the end of the tenancy agreement, or at the end of their use of the rented housing, to the landlord empty and vacated, free from use and rights of use, properly cleaned and having handed over all keys, key cards and similar items.

19.4 Unless the landlord has stated or states otherwise in writing, the tenant must, at their own expense, remove all items they have installed in, on or affixed to the rented housing, or taken over from the previous tenant or user. The tenant must also repair any damage caused to the rented housing by removing items, ensure that any walls without wallpaper and ceilings are painted white, and, if the rented property includes a garden, leave the soil clean and in good condition (without holes or pits). Unless agreed otherwise in writing, the landlord need not pay compensation for items that have been installed without its permission and have not been removed.

19.5 When the tenant actually vacates the rented housing, they lose possession of any items they are deemed to have abandoned by leaving them behind. The landlord may, at its discretion and without any liability, remove these items at the tenant's expense, without any obligation to store them. The landlord is free to dispose of these items. The landlord may appropriate these items or remove them at the tenant's risk, entirely at its

own discretion. The landlord may also choose to have the items removed, have them destroyed immediately or store them temporarily. If the landlord has arranged for the removal and storage of these items, the tenant may only recover them from the landlord during the period they are stored upon payment in full of all amounts the landlord is entitled to claim from the tenant. The landlord is not liable for damage caused to these items during their removal, transport or storage.

19.6 The provisions of Article 19.5 do not apply to movables transferred by the tenant to the incoming tenant, provided the incoming tenant has notified the landlord of this transfer in writing.

19.7 The parties must jointly inspect the rented housing in due time before the end of the tenancy agreement or the end of its use. The parties must then prepare a report of this inspection, recording the findings about the condition of the rented housing. This report also documents which repairs identified as necessary during the inspection, as well as any outstanding maintenance for which the tenant is responsible, must still be performed by the tenant, including how this work will be performed.

19.8 If the tenant or the landlord, after having been properly invited in writing, fails to cooperate within a reasonable period with the inspection and/or the recording of the findings and arrangements in the report, the party insisting on the recording may conduct the inspection in the absence of the defaulting party and finalise the report as binding on both parties. The party that insists on recording must provide a copy of this report to the defaulting party without delay.

19.9 The tenant must perform or arrange for the work assigned to them under the report to be performed by the deadline specified in the report – or as otherwise agreed between the parties – in a proper manner. If the tenant fails, in whole or in part, to comply with their obligations under the report, the landlord may have the work performed and recover the associated costs from the tenant, with no need for a notice of default to be issued by or on behalf of the landlord for that purpose, and without prejudice to the landlord's right to claim compensation for any further damage and costs.

19.10 For the period required to perform the work, calculated from the end date of the tenancy agreement, the tenant must pay the landlord an amount equal to the most recent rent, the charges for the supply of electricity, gas and water consumed in the residential part of the rented housing (based on an individual meter located in that part) and the charges for other services provided in relation to the occupancy of the rented housing for which service charges are calculated, without prejudice to the landlord's right to claim compensation for any further damage and costs. The tenant cannot derive rights from this provision.

Payments

20.1 The rent and all other amounts owed under this tenancy agreement must be paid by the due date and in euros by means of deposit or transfer into an account to be specified by the landlord.

20.2 The landlord may change the place or manner of payment by means of a written notice to the tenant. The landlord may determine which outstanding claim under the tenancy agreement a payment received from the tenant will be applied to, unless the tenant expressly states otherwise at the time of payment. In the latter case, the provisions of Section 6:50 of the Dutch Civil Code do not apply.

Deposit

21.1 As a guarantee for the proper fulfilment of their obligations under the tenancy agreement, the tenant must pay a deposit in the amount specified in Article 11 of the tenancy agreement into the landlord's designated bank account when they sign the tenancy agreement.

21.2 If a claim has been made against the deposit, the tenant must, immediately on the landlord's request, supplement the deposit by the amount claimed.

21.3 If the landlord has not claimed against all or part of the deposit, it must transfer the deposit within fourteen (14) days of termination of the tenancy agreement into an account number to be specified by the tenant unless one of the cases referred to in Section 7:261b of the Dutch Civil Code applies.

Joint and several liability, co-tenancy, curatorship and administration

22.1 If several persons have entered into the tenancy agreement as tenants, they will be jointly and severally liable towards the landlord for all obligations under the tenancy agreement. Postponement of payment or debt forgiveness granted by the landlord to one of the tenants or an offer to that effect concerns only that tenant.

22.2 The tenant's heirs and other successors in title will also be jointly and severally liable for the obligations under the tenancy agreement.

22.3 Any person who has entered into and signed the tenancy agreement together with one or more others without statutory cotenancy does not lose their tenancy by leaving the rented housing definitively. In such cases, they will remain jointly and severally liable for the obligations under the tenancy agreement. A contractual co-tenant (joint tenant) can end the tenancy agreement only by giving notice of termination together with the other tenant(s).

22.4 When entering into the tenancy agreement, the tenant must inform the landlord whether they are married or have entered into a registered partnership. The tenant must provide their partner's personal data to the landlord. If the tenant marries or enters into

a registered partnership after entering into the tenancy agreement, they must inform the landlord in writing without delay and provide their partner's personal data.

22.5 When entering into the tenancy agreement, the tenant must inform the landlord whether they are under curatorship or administration. The tenant must provide their curator's or administrator's personal data to the landlord. If the tenant is placed under curatorship or administration after entering into the tenancy agreement, they must inform the landlord in writing without delay and provide their curator's or administrator's personal data.

Late availability

23.1 The landlord must make the rented housing available to the tenant on the tenancy start date referred to in Article 3.1 of the tenancy agreement.

23.2 If the rented housing is not available on the intended start date because it is not ready in time, because the previous tenant has not vacated the property in breach of the agreed arrangements, or because the landlord has not yet obtained the required permits from the authorities, the tenant will not owe rent, charges for the supply of electricity, gas and water consumed in the residential part of the rented housing (based on an individual meter located in that part) and the other services provided in relation to the occupancy of the rented housing for which service charges are calculated, or an energy performance fee until the date the property is made available. The tenant's other obligations and the agreed periods will also be extended accordingly.

23.3 The landlord is not liable for any damage suffered by the tenant as a result of the delay, unless the delay is an attributable failure by the landlord. An attributable failure also includes a situation in which the landlord fails to make efforts to make the rented housing available to the tenant as soon as possible.

23.4 If the landlord is unable to make the rented housing available within ten working days of the proposed start date, the tenant may terminate the tenancy agreement extrajudicially.

Apartment rights

24.1 If the building or the complex of buildings of which the rented housing forms part has been or is divided into apartment rights, the tenant must comply with the rules under the deed of division, the articles of association or regulations regarding use and sign a declaration of use immediately on request. The same applies if the building or complex of buildings is or becomes part of a co-operative.

24.2 Insofar as the landlord is able to do so, it will not cooperate in creating regulations that conflict with the tenancy agreement.

24.3 The landlord must ensure that the tenant is given the regulations regarding use referred to in Article 24.1.

Default

25.1 The tenant will be in default by the mere expiry of a specific deadline.

Personal data

26.1 Personal data of the tenant and, if applicable, their spouse, registered partner, other family members and/or curator or administrator, are processed by the landlord, any manager and/or their group companies for the following purposes: the performance of the tenancy agreement, the planning and performance of maintenance, conducting viewings and handovers, making payments and collecting receivables – including the involvement of third parties for that purpose – handling disputes, queries or investigations, including legal proceedings, conducting inspections, applying for and granting housing allowances, internal administrative activities, as well as implementing or enforcing legislation, such as the Municipal Debt Counselling Act, or exercising statutory powers, such as the authority to report criminal offences. For these purposes, personal data may, where necessary, be shared by the landlord and/or manager with third parties such as the bank for payment purposes; maintenance companies carrying out planned maintenance or maintenance in response to a complaint (to which the name and contact details – such as telephone number, email address and information about the complaint – may be provided); prospective tenants for viewings and handovers (who may receive the name, telephone number and email address in order to schedule an appointment); debt collection agencies, bailiffs, lawyers and judicial authorities in the event of payment arrears or a dispute; tax authorities and other competent authorities, such as the municipality, in the context of the Municipal Debt Counselling Act; and the police in the event of a criminal report, as well as service providers such as IT suppliers, accountants, auditors and lawyers.

26.2 The data subjects may request the landlord and/or the manager to allow them access to their personal data and/or request them to rectify, supplement, remove or shield their personal data. The landlord must decide with due regard to the legislative and regulatory provisions applicable to such a request. The data subjects may also submit a complaint to the Dutch Data Protection Authority in connection with the processing of personal data. The tenant must inform any spouse/registered partner and/or curator/administrator about the contents of this article.

Address for service

27.1 As from the start date of the tenancy, all notices by the landlord to the tenant relating to the performance of the tenancy agreement will be sent to the address of the rented housing.

27.2 If the tenant ceases to use the rented housing, they undertake to inform the landlord in writing immediately and provide a new address for service.

27.3 The address of the rented housing applies as the tenant's address for service if they leave the rented housing without providing a new address for service to the landlord.

Requests

28. Except in cases where this is provided by the landlord on its own initiative, the tenant may only rely on consent, approval, a statement or communication from the landlord if the tenant has made a written request to that effect and the landlord has responded positively to it in writing. Conditions may be attached to the landlord's consent, approval or statement.

Complaints

29. The tenant must submit complaints and requirements in writing. This may be done verbally in urgent cases after which the tenant must confirm the complaint in writing as soon as possible.

Consequences of voidness or voidability

30. If a part of the tenancy agreement or of the general provisions is void or voidable, this will not affect the validity of the other provisions. Instead of the voided or void part, the parties will be deemed to have agreed to that which most closely and lawfully approximates what they would have agreed to had they known of the voidness or voidability.

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