

COMMON\_SECTION:head NEW\_SECTION

## **INDEFINITE TENANCY AGREEMENT between Host and Intermediary, version 2.4**

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 Netherlands Real Estate Council (ROZ), adopted on 20 March 2017 and filed with the registry of the District Court of The Hague on 12 April 2017 and registered there under number 2017.21, 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.

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### **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.

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### **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.

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## 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.

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## **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

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## **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

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## **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.

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## **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.

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## **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

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## **11. Subletting**

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

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## **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.

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### **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.

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## **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.

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## **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.

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## **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 without the necessity of court proceedings if the Host is unable to make the Rented Object available on the intended Commencement Date.

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## **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.

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## **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.

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## **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.



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-verhuurgedrag>' 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](https://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 fill 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 FOR TENANCY OF RESIDENTIAL ACCOMMODATION**

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Model adopted by the Netherlands Real Estate Council (ROZ) on 20 July 2024 and filed with the registry of the District Court of The Hague on 6 August 2024 and registered there under number 20/2024. The ROZ rejects any liability for adverse consequences arising from the use of the text of this model.

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## **Use**

1.1 Throughout the term of the tenancy agreement, the tenant will actually, fully, continuously, properly and privately use the rented object exclusively in accordance with the designated use indicated in the tenancy agreement, which means, inter alia, that the tenant cannot use the rented object for business activities (also including activities as referred to in articles 2.1 and 14.3, paragraph c) and furthermore that he may not use the rented object other than as living quarters for himself and, in so far as the rented object is reasonably suitable for that purpose, the members of his household. The tenant is obliged to inform the host about the composition of his household and mutations therein. Tenant is further obliged to cooperate with an investigation by the host if the host has reasons to believe that the tenant is acting in violation of the provisions of this article 1.1.

1.2 The tenant will observe any limited rights, qualitative obligations and the requirements set or to be set by the government, the fire service and utility companies in respect of the rented object. Utility companies will be understood to include similar companies engaging in the supply, the transport and the measuring of the consumption of energy, water, and suchlike. Unless, upon commencement of the tenancy agreement, the residential accommodation is let semi-furnished or furnished, the tenant is to furnish the rented object upon commencement of the tenancy agreement. The tenant will keep the rented object sufficiently (semi-)furnished.

1.3 The tenant is to act in accordance with the oral or written instructions to be given by or on behalf of the Host in the interest of proper use of the rented object and of the areas, systems and facilities pertaining to the building or building complex of which the rented object forms part.

1.4 The tenant will have the right and the obligation to use such common facilities and services as are, or will be, available in the interest of the proper performance of the building or building complex of which the rented object forms part.

1.5 The tenant is not allowed to use storage rooms, garages etc. belonging to the rented object as living space, as storage other than for his own non-commercial use, as a workshop or as a sales space or to hold or organise sales in or near these areas.

1.6 Insofar as a housing permit is required and/or any other (public law) permit, dispensation and/or permission that may be applied for by the tenant and that is

necessary for the use of the rented object and/or for the exercise of powers that the tenant has pursuant to the tenancy agreement, the general provisions and/or pursuant to permission granted by the host, the tenant shall be responsible for obtaining and maintaining these and shall bear the costs associated therewith.

### **Subletting**

2.1 Without the prior written consent of the Host, the tenant will not be authorised to let, sublet, or grant the use of all or part of the rented object to third parties, which includes letting rooms, providing board and lodging, permanently or temporarily granting use (for example through AirBnB or a similar organisation) or relinquishing tenancy. Any consent given by or on behalf of the Host will be once only and will not apply to any other or subsequent situations.

2.2 If the Host has reason to assume that the tenant has granted the use, or has sublet, all or part of the rented object without the consent of the Host as referred to in article 2.1, the tenant will be required to cooperate in an investigation to that effect by the Host. On request, the tenant will be required, inter alia, to provide the personal details of the user(s) or subtenant(s).

### **Condition of the rented object upon commencement of the tenancy agreement**

3.1 The general, the structural, and the technical condition of the rented object in which the tenant accepts the rented object upon commencement of the tenancy agreement will be recorded by the tenant and the Host in a delivery report to be added as an annex to the tenancy agreement and to be signed by or on behalf of the parties. The date of preparing and signing the delivery report may be a different date than the date of signing the tenancy agreement itself. Such delivery report will form part of the tenancy agreement.

3.2 Any defect that may exist upon commencement of the tenancy agreement will be stated in the delivery report. Any such defect will be corrected by the Host within a reasonable term. If the Host fails to do so, the Host will not be in default until after having been given notice of default by the tenant.

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

4.1 Without the prior written consent of the Host, the tenant may not make, cause, or have any changes or additions in, on or inside the rented object, and/or its fitting-out or appearance. The foregoing will not apply to any changes or additions that can be undone upon termination of the tenancy agreement without any substantial costs.

4.2 Without the prior written consent of the Host, the tenant may not make, cause, or have any changes or

additions on or to the exterior of the rented object, including the land, the balcony, the common areas, and the garden (except for purposes of fitting-out as a decorative garden).

4.3 Upon termination of the tenancy agreement, any changes or additions will be undone by the tenant, unless the tenant has obtained written consent from the Host to leave such changes or additions behind.

4.4 Unless agreed otherwise in writing between the parties, the Host will not grant its consent to any changes or additions that the tenant inside may wish to make if:

- that would impair the letting potential of the rented object;
- this would lead to a decrease in value of the rented object;
- such changes or additions are not necessary for effective use of the rented object;
- such changes or additions will not increase the enjoyment of the rented object;
- such changes or additions will demonstrably impair the energy efficiency (like effecting the energy performance or the energy index) of the rented object; and/or
- serious objections on the part of the Host otherwise oppose the making of such changes or additions.

4.5 within the meaning of Article 4.4, serious objections on the part of the Host will in any event be deemed to exist if the changes or additions:

- do not meet the relevant government requirements and/or requirements of utility companies or if the required permits, waivers and/or consents, if any, have not been obtained;
- are of inadequate technical quality;
- will impair the letting potential of adjacent houses;
- will render proper housing management difficult;
- will or may cause nuisance and/or hindrance to third parties;
- will cause the house no longer to be eligible for allocation to persons seeking a house in the Host's primary target group in respect of the rented object;
- are or may reasonably be damaging to the rented object or to the building of which the rented object forms part;
- will change the nature of the rented object;

- are contrary to the deed(s) of division or the internal regulations relating to the rented object, or of the conditions on which the owner of the rented object has acquired title to the rented object.

4.6 The Host will be authorised to attach requirements for the tenant to its consent, in particular in respect of the materials to be used by him and their quality, the constructions to be used, and the working methods to be followed, in particular with a view to the possibility of, and the consequences for, future maintenance and safety. Furthermore, the Host may attach requirements to any consent to be granted in respect of fire, storm and third-party liability insurance, in respect of any taxes and levies and in respect of liability.

4.7 In its consent, the Host will communicate whether or not the changes are to be undone upon termination of the tenancy agreement. Changes or additions will not need to be undone only if, upon joint written request by the tenant and the new tenant, the Host still agrees to maintenance of the changes or additions made or taken over by the tenant, in that such changes or additions may be taken over by the new tenant. The new tenant will arrange for the relevant changes or additions to be undone upon termination of the tenancy agreement entered into with him.

4.8 The tenant will be required to ensure that, when making the changes or additions, all the relevant requirements set or to be set by the government are met, as well as that all the required permits, authorisations and/or waivers (including authorisations by the municipality and the fire service) are obtained, while the costs of the changes or additions will at all times be payable by the tenant.

4.9 The tenant will be responsible for any maintenance and repair work in respect of the changes and additions made or taken over by him. In no event will any items, changes or additions that the tenant may have taken over from a preceding tenant lead to any liability on the part of the Host. The tenant will indemnify the Host against any third-party claims in respect of damage caused by any changes or additions made or taken over by the tenant.

4.10 Any non-wallpapered walls and ceilings in the rented object may not be wallpapered by the tenant. The tenant may not stick any stickers on paintwork or glue any floor covering directly to the floors or stairs. Any structure applied by the tenant to walls, such as plasterwork, textured paint, textured plaster, putz, and suchlike, must be undone by the tenant upon termination of the tenancy agreement, unless the successive tenant has communicated in writing to the Host that he will take over the structure applied to the walls from the tenant and that he (the successive tenant) will arrange removal thereof upon termination of his tenancy agreement.

4.11 Any consent given by the Host will be once only and will not apply to any other or subsequent situations.

4.12 The Host will not be bound by any nomination by the tenant of a successive tenant for the rented object, even if such nominated successive tenant is prepared to take over facilities or changes made in or to the rented object by the tenant.

4.13 Any changes made by the tenant in violation of the Host's conditions must be undone on the Host's demand.

4.14 If any items applied by the tenant are to be temporarily removed in connection with maintenance or repair work on the rented object

or on the building or building complex of which the rented object forms part, the costs of removal, storage, if necessary, and reapplying will be at the expense and risk of the tenant, irrespective of whether the Host had granted its consent to the application of the relevant items.

### **Changes made or facilities installed by the Host**

5.1 If and to the extent that any mandatory instructions are given by the government to the Host in respect of changes, adjustments or improvements to the rented object individually, and/or to the building or building complex of which the rented object forms part, the tenant declares that he will give opportunity to such changes to be made in, on, to or near the rented object.

5.2 If the rented object forms part of a building complex comprising multiple houses, and the Host wishes to change, adjust or improve all or part of the building complex of which the rented object forms part, where such work is not mandatorily required by the government, nor are they otherwise urgent within the meaning of Section 7:220 (1) of the Civil Code, the tenant must give the opportunity to do so, provided that:

a. at least 70% of the tenants within the building complex, or such part thereof, of which the rented object forms part, have agreed to the proposed change, adjustment or improvement; and

b. for technical, organisational, social and/or financial reasons, the proposed change, adjustment or improvement can be made only on a complex-by-complex, or part-by-part, basis; and

c. the Host has informed the tenant in good time of the proposed change, adjustment or improvement, and has consulted with the tenant or the tenants' organisation.

5.3 If the Host is required, pursuant to article 5.1 or article 5.2, to make certain changes or renovations in or to the rented object, the Host will also be entitled to submit to the tenant a proposal for a rent revision pursuant to section 252 and/or section 255 of Book 7 of the Dutch Civil Code.

5.4 The Host will not be entitled to submit a proposal for a rent revision to the tenant for any changes

or renovations that may qualify as correction of overdue maintenance to attain the maintenance level that suits the original rent.

5.5 In the event of any changes, adjustments or improvements as referred to in articles 5.1 and 5.2, the provisions of article 11.5 will apply.

5.6 Host is under no obligation to implement any proposed change, alteration or improvement to which Tenant has agreed.

5.7 Without prejudice to the provisions of articles 5.1 to 5.6, the tenant shall be obliged, at the host's request, to enter into consultations with the host about changes, alterations or improvements relating to making the rented object or the building or complex of buildings of which the rented object forms part more sustainable. The Tenant undertakes not to refuse its consent thereto on unreasonable grounds.

### **Elevator**

6.1 If the building of which the rented object forms part includes an elevator, the tenant, his household members, and visitors will carefully comply with all instructions given, or to be given, by or on behalf of the Host, the elevator installer or the government.

### **Central heating and water heater**

7.1 If a private, individually operated central heating system or a water heater is available in the rented object, the tenant will arrange the preservation thereof as befits a responsible tenant.

7.2 Payable by the tenant, without exception, will be all costs of repair or damage caused by negligence, improper use or inexpert maintenance of the systems referred to in article 7.1 and appurtenances by the tenant himself or by any persons designated by him.

7.3 The tenant will be required, in the event of frost, to take all such measures as may be available to him to avoid freezing of the central heating system, the water heater and the water pipes. In the event of the tenant's absence during the heating season, the tenant will not be permitted - with a view to the risk of freezing of the aforementioned systems - to shut the radiators of the central heating system.

### **Common or central aerial unit**

8.1 If the rented object has been, will be, or may be connected to an existing common or central system for internet and/or reception of television and radio programmes, the tenant will not be permitted to apply or preserve any private system and/or aerials, or to make any changes to the system.

8.2 Only the connection point(s) created in the rented object to the common or central aerial system or internet supply facility may be used to connect equipment. For

purposes of such connection(s), the tenant will be required to use proper connection cables to be purchased at his own expense. The tenant will be liable for any damage caused to the system as a result of the use of improperly functioning reception devices or improper connection cables.

### **Garden, land, boundary partitions, structures**

9.1 If the rented object includes a garden or land, the tenant will be required to lay out, use, maintain and preserve the garden as a decorative garden, and not to use the land or the garden for the storage of items of any nature whatsoever, or to park one or more cars, caravans, boats, etc. Any trees and shrubbery, including the trees and shrubbery already present at the time of commencement of the tenancy agreement, must be maintained and pruned in good time by the tenant. Any trees or shrubbery in the garden that cause nuisance are to be removed at the tenant's expense. If a tree-felling permit is required, the tenant is to apply for such permit at his own expense, with the knowledge of the Host. Any damage caused by trees, shrubbery or other plants will be at the expense of the tenant.

9.2 Without the consent of the Host, the tenant may not install, change or remove any boundary partitions, sheds, or wooden or other structures.

9.3 The provisions of articles 4.1 to 4.14 inclusive will apply mutatis mutandis.

### **Shading devices and solar panels**

10.1 The tenant may not apply any external shading devices or solar panels, without the prior approval of the Host, also in respect of the construction, the colour, and the method of fastening.

10.2 The provisions of articles 4.1 to 4.14 inclusive will apply mutatis mutandis.

### **Maintenance**

11.1 Pursuant to the law (section 217 in conjunction with section 240 of Book 7 of the Dutch Civil Code) and this tenancy agreement, the tenant will be required to carry out minor repairs on, in or to the rented object, in any event including the minor repairs referred to in the Dutch Minor Repairs (Tenant's Liability) Decree [Besluit kleine herstellingen], and the Host will be required, at the tenant's request, to remedy any other defects, unless this is impossible or would involve expenses that, under the circumstances, the Host cannot be required to incur. To that end, the parties will make, or cause, in a timely and proper fashion - each at their own expense - such facilities, including renovations, as may be necessary and as they are required to make or cause pursuant to the law, any statutory requirement or agreed conditions.

11.2 The provisions of article 11.1 will apply without prejudice to the tenant's obligation in respect of maintenance, repairs and renovation of any facilities made by or on behalf of the tenant himself as referred to in article 4.

11.3 The minor repairs that are at the tenant's expense will be carried out by or on behalf of the Host if such maintenance is included in the supplies and services to be arranged by or on behalf of the Host that are related to the occupation of the rented object as referred to in article 7 of the tenancy agreement.

11.4 The foregoing provisions will apply without prejudice to the obligation on the part of either party to assume responsibility for such facilities as are to be made as a result of wilful misconduct, fault, negligence or improper use on the part of such party itself or of any persons for whom it is responsible.

11.5 If the Host deems it necessary to carry out maintenance, repair, renovation or other work on the rented object or on the building or building complex of which the rented object forms part or on any adjoining premises, or if any such work is necessary in view of any requirements or measures imposed by the government or utility companies, the tenant will allow the persons that are necessary to carry out such work to access the rented object and tolerate such work and any usual inconvenience it may cause, without any entitlement to claim compensation, reduction of the payment obligation or dissolution of the tenancy agreement. The Host will consult with the tenant in good time as to the timing of carrying out the work.

11.6 If either party fails to carry out, or cause third parties to carry out, maintenance, repair or renovation work at its own expense, or if such work has been carried out improperly or poorly, the other party will be entitled to carry out, or cause third parties to carry out, such work at the expense and risk of the negligent party, after the negligent party has received a written notice of default granting it a reasonable term to perform. If the work to be carried out at the tenant's expense cannot be delayed, the Host will be entitled promptly to carry out, or cause third parties to carry out, such work at the tenant's expense.

### **Access and control**

12.1 Host is entitled to verify tenant's compliance with the tenancy agreement and the general provisions. This concerns in particular, but not exclusively, the obligations in articles 1.2 and 1.3 of the lease and articles 1, 2, 4.1 and 4.2 and 14.3 of the general provisions. To this end, the host and all persons designated by him shall be entitled to enter and inspect the rented object periodically, at a time to be determined in consultation with the tenant. The tenant shall be obliged to cooperate in this by indicating at the host's first request at what time - located within a reasonable term after the host's request - the host may enter and inspect the rented object and by giving the host access to the rented object at the time mentioned and an opportunity to inspect.

12.2 The Host and any and all persons to be designated by the Host will be entitled to access the rented object, after consultation with the tenant and on workdays between 8:00 a.m. and 5:30 p.m., to inspect the condition of the rented object for purposes of the work referred to in articles 5 and 11 and for valuation purposes. In emergencies, the Host may also access the rented object without consultation and/or outside the time frames referred to above.

12.3 In the event of a proposed letting, sale or auction of the rented object or of all or part of the building or building complex of which the rented object forms part, and in the last three months prior to termination of the tenancy agreement, the tenant will be required, after prior notice by or on behalf of the Host, to give access to the rented object for viewing purposes between 10:00 a.m. and 12:00 noon, and between 2:00 p.m. and 4:00 p.m. on workdays, as well as on the auction days, and he will tolerate the usual 'to let' or 'for sale' signs on or near the rented object (or the building or building complex).

### **Damage and liability**

13.1 If any damage has occurred, or is imminent, in, on or to the rented object, including damage or imminent damage to pipes, cables, tubes, discharges, sewers, systems and equipment, the tenant will be required promptly to notify the Host in writing.

13.2 In the event of immediate damage or damage that has occurred threatens to expand, the tenant will be required to notify the Host without delay and promptly to take appropriate measures to avoid and mitigate any (further) damage in or to the rented object. The foregoing will particularly apply if any damage has occurred, or is imminent, as a result of any weather condition.

13.3 If the rented object forms part of a collective building or housing complex, the provisions of articles

13.1 and 13.2 will also apply to the total building or building complex, more in particular in respect of the common areas and the adjacent premises. Any direct acts on the part of the tenant in these situations will be required only if he can reasonably be expected to perform such acts.

13.4 The Host will not be liable for any damage or lost enjoyment under the tenancy agreement suffered by the tenant and/or his household members or for any damage to property of the tenant and/or his household members as a result of visible or invisible defects in the rented object, unless such damage or lost enjoyment is attributable to the Host or if such damage was caused by a defect that existed at the time of entering into the tenancy agreement and that was, or should have been, known to the Host at such time.

13.5 The Host will not be liable for any damage caused to the person and/or to any property of the tenant or his household members by vandalism, storm, frost, stroke of lightning, serious snowfall, flooding, rising or falling of the groundwater level, natural disaster, atomic reaction, armed conflict, civil war, uprising, civil commotion, molest or other calamities.

13.6 The tenant will be liable for any damage to the rented object as a result of attributable failure on the part of the tenant to perform any obligation under the tenancy agreement. All damage, except for fire damage, will be deemed to have occurred as a result of such attributable failure. For purposes of this paragraph, the tenant will be deemed to include: the tenant's household members and any third parties that are inside the rented object.

13.7 The tenant will be required to take out - and maintain - adequate household contents insurance on customary terms and, at host's first request, of a glass insurance policy. In respect of any damage that comes under the scope and cover of an insurance policy taken out by the tenant, the tenant is to address the insurer first.

13.8 The Tenant shall be obliged to ensure that both the work and the costs involved in repairing defects pursuant to Article 7:206(3) of the Civil Code or taking measures as referred to in Article 13.2 are reasonable.

### **Protection of the living climate**

14.1 If the rented object forms part of a building or building complex which includes rooms and areas to which the tenant does not have any exclusive use rights, the tenant will for his part contribute to avoiding pollution of such rooms and areas, the placing of movable property in, on or to such rooms or areas, and the use of such rooms and areas for any purposes other than for which they were intended, either manifestly or based on the tenancy agreement or the instructions of the Host. In particular, the tenant will not access, or cause third parties to access, the roof, the lift control rooms, the fire-escape ladders, the central heating system area, or the hydrophore room. Furthermore, the tenant may not place any vehicles, prams, bicycles or other objects other than in the designated areas, or beat or hang out bed linen, laundry, etc. on the exterior of the building, other than within the balcony.

14.2 Without the prior consent of the Host, the tenant may not:

- a. apply, or cause the application of, any advertising, in any form whatsoever, for himself or for third parties, to the rented object;
- b. connect, or cause the installation of, a mechanical exhaust hood or other equipment to a ventilation duct;

c. fit out or use the flues in the rented object for an open fireplace or a multi-fuel heater, unless such use is for the purpose of an open fireplace that forms part of the rented object.

The provisions of articles 4.1 to 4.14 inclusive will apply mutatis mutandis.

14.3 The tenant may not:

a. keep any pets or other animals in or near the rented object that cause nuisance;

b. discharge combustion gases other than through the available flues or use venting ducts for such purpose;

c. grow, or cause the growth of, or trade hemp in the rented object, in the common areas and/or in any parts thereof, or in the direct vicinity of the rented object, and/or fit out the rented object as

- a hemp farm, hemp drying plant or a hemp harvesting plant, or perform any other activities that are punishable pursuant to the Dutch Opium Act [Opiumwet]; have any hemp or similar plants available, or store or keep such plants for others in the rented object and/or in any common areas either and/or in the direct vicinity of the rented object.

- qat, soft drugs or other controlled substances in the rented object, in the common areas and/or in any parts thereof, or in the direct vicinity of the rented object.

- committing other criminal acts that may harm the living environment or the rented property, the common areas or the immediate surroundings of the rented property.

The tenant is aware of any acts in violation of the foregoing prohibitions will lead to damage to the rented object, as well as to hazardous negligence and nuisance (such as pollution, vandalism, attracting crime, etc.) for the environment. Acting in violation of this prohibition is deemed so serious that it will justify dissolution of the tenancy agreement in the shortest possible term.

14.4 When using the building or building complex of which the rented object forms part, the tenant will not cause any hindrance or nuisance. The tenant will ensure that any third parties or animals present on his behalf will not do so either.

14.5 Articles 14.1 to 14.4 inclusive intend, inter alia, to promote a good living climate among the users of the building or building complex of which the rented object forms part.

14.6 The tenant will act and use and maintain the rented object as befits a responsible tenant.

14.7 The tenant is obliged to cooperate with an investigation by the host in response to complaints of nuisance by the users of the complex of which the rented object is a part or by other local residents.

## **Environment**

15.1 The tenant will strictly comply with the guidelines, regulations or instructions from the government or other competent authorities in respect of (separate) presentation of refuse. In the event of failure, or failure fully, to comply with this obligation, the tenant will be liable for any financial, criminal or other consequences that may ensue from such failure.

15.2 The tenant may not:

- a. have any environmentally hazardous items in, on, to, or in the direct vicinity of, the rented object, including malodorous, fire hazardous or explosive items;
- b. use the rented object in any manner that may cause soil or other environmental pollution.

## **Rent adjustment**

16. If the rented object is self-contained accommodation subject to a decontrolled rent:

- the annual rent adjustment will be based on the change in the monthly price index figure according to the consumer price index (CPI) for all households (series 2015=100), as published by Statistics Netherlands (CBS);
- the adjusted rent will be calculated according to the following formula: the changed rent will be equal to the rent as prevailing on the adjustment date, multiplied by the index figure for the fourth calendar month preceding the calendar month in which the rent is adjusted, divided by the index figure for the sixteenth calendar month preceding the calendar month in which the rent is adjusted;
- the rent will not be adjusted if the adjustment should lead to a rent that is less than the most recently prevailing rent, but in such event that most recently prevailing rent will remain unchanged until, in a subsequent indexation, the index figure for the calendar month being four calendar months preceding the calendar month in which the rent is adjusted, exceeds the index figure based on which the rent was most recently adjusted;
- a comparable index figure will be used to the extent possible, if CBS discontinues the publication of the said price index or the basis for calculation thereof is changed;
- the adjusted rent will apply, even if the tenant is not separately notified of such change.

NOTE: This clause has not been changed from the previous version of the ROZ model!

The ROZ cannot vouch for the legal tenability of article 5.2 of the lease agreement and article 16 of the General Provisions because of case law on comparable rent increase clauses in leases for residential accommodation in the free sector between professional landlords and non-professional tenants that fall under Directive 93/13/EEC! Meanwhile, preliminary questions about these clauses have been submitted to the Supreme Court. The ROZ awaits the answers to those questions before deciding whether article 5.2 of the lease agreement and Article 16 of the General Provisions require modification and, if so, how. Until then, the ROZ advises landlords to seek legal advice on whether or not to include article 5.2 in the leases and the (partial) exclusion of article 16 of the General Provisions.

### **Costs of mains services based on an individual meter and service charges**

17.1 On top of the rent, the tenant will be responsible for the costs of supply, transport, measuring and consumption of gas, water and electricity for the rented object, including the costs of entering into the relevant agreements and the meter rental, as well as any other costs and penalties to be charged by the utility companies.

17.2 The tenant will be responsible, at his own expense and risk, for entering into the supply agreements with the relevant companies, unless the rented object does not have any separate connections and/or the parties have agreed that the Host will be responsible for the supply of gas, water and electricity.

17.3 If the parties have agreed that the Host will be responsible for the supply of gas, water and electricity for the rented object and the living area of the rented object contains an individual meter, the Host will determine the fee due by the tenant in consideration thereof on the basis of the actual costs based on the meter readings. If the living area of the rented object does not contain an individual meter, the Host will determine the fee due by the tenant.

17.4 On top of the rent, the tenant will be responsible for the costs of provision of internet, television, audio and other signals, including the costs of entering into the relevant agreements, as well as any other costs and penalties to be charged by the suppliers of such services.

17.5 The tenant will be responsible, at his own expense and risk, for entering into the provision agreements with the relevant suppliers as referred to in article 17.4, unless the parties have agreed that the Host will be responsible for the provision of internet, television, audio and other signals. In the latter situation, the Host will determine the fee due by the tenant in consideration thereof.

17.6 If the parties have agreed that the Host will (also) be responsible for the provision of (other) supplies and services relating to the occupation of the rented object, the Host will also determine the fee due by the tenant in consideration thereof.

17.7 To the extent that the rented object forms part of a building or building complex and the provision of supplies and services relating to the occupation of the rented object also relates to other parts pertaining thereto, the Host will determine the share in the costs of such provision of supplies and services reasonably payable by the tenant. In that respect, the Host need not consider the fact that the tenant does not use any of such supplies and services provided. If one or more parts of the building complex are not occupied, the Host will ensure, in the determination of the tenant's share, that such share will not exceed the share if the building or building complex were fully occupied.

17.8 The Host will provide the tenant each calendar year, ultimately 6 months after the calendar year ends, a summary based on which the tenant can independently determine his share in the costs referred to in this article.

17.9 After termination of the tenancy agreement, a new summary will be prepared for the period for which no summary had been prepared yet. Such summary will be provided after expiry of no more than 6 months following the end of the year to which the costs relate.

17.10 Any amounts underpaid by the tenant or excess amounts received by the Host according to the summary for the relevant period, taking into account advance payments made, will be paid extra or repaid within three months of provision of the summary. Any challenging of the correctness of the summary will not suspend this payment obligation.

17.11 If so desired, the Host will give the tenant access to the books and other business records, or copies thereof, underlying the summary, following provision of the summary referred to in article 17.8 and 17.9.

17.12 The host will be entitled, in the course of the period, to adjust the advance on the fee for the supply of electricity, gas and water for consumption in the rented object on the basis of an individual meter located in that section and the fee for the other supplies and services provided in connection with the occupancy of the rented object in accordance with the costs expected by him in the cases referred to in article 7:261 paragraphs 1 and 2 of the Civil Code.

17.13 The tenant will be bound by any reduction or expansion of the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part and the provision of the other supplies and services relating to the occupation of the rented object and the associated changed amount of the advance payment, if such change relates to a supply that can be supplied only to a number of tenants jointly and at least 70% of those tenants have agreed. A tenant that has not agreed to the change may claim a court decision as to the reasonableness of the proposal within eight weeks of the written notice from the Host that agreement has been reached with at least 70% of the tenants.

17.14 If the consumption of gas, electricity, water or heat is determined on the basis of consumption meters, and a dispute should arise as to the tenant's share in the costs of consumption as a result of the non-performance or incorrect performance of such meters, such share will be determined by a company specialising in the measuring and determining of purchased gas, electricity, water or heat consulted by the Host. The foregoing will also apply in the event of damage or destruction of, or fraud with respect to, the meters, without prejudice to any other rights that the Host may in such event have vis-a-vis the tenant, including the right to claim repair or replacement of the meters and compensation of damage suffered.

### **Notice of termination**

18.1 Notice of termination of the tenancy agreement is to be given by bailiff's writ or by registered letter, with effect from a day agreed for payment of the rent (usually the first day of a calendar month), with due observance of a notice period. The period for notice of termination to be given by the tenant will be equal to the duration of a payment period, but not less than one month and not more than three months, and for notice of termination to be given by the Host not less than three months and subject to section 271(5) of Book 7 of the Dutch Civil Code.

### **Termination of tenancy agreement or use**

19.1 Unless agreed otherwise in writing, upon termination of the tenancy agreement or upon termination of use of the rented object, the tenant will re-deliver the rented object to the Host in the condition as described in the delivery report upon commencement of the tenancy agreement, taking into account any subsequent work performed by the Host and normal wear and tear and ageing.

19.2 If no delivery report was drawn up upon commencement of the tenancy agreement, the tenant will, save evidence to the contrary, be deemed to have received the rented object in the condition it is in upon termination of the tenancy agreement.

19.3 Upon termination of the tenancy agreement or termination of use of the rented object, the tenant is re-deliver the rented object to the Host vacant and cleared, free of use and rights of use, properly cleaned and subject to surrender of all the keys, key cards, etc.

19.4 The tenant will be under the obligation, at his own expense, to remove any and all items affixed by him in, on or to the rented object, or taken over by him from the previous tenant or user, unless at any time the Host indicates, or has indicated, otherwise in writing. Moreover, the tenant will repair any damage caused by the removal of items, re-deliver the non-wallpapered walls and ceilings in the colour white and, if a garden forms part of the rented object, leave the land behind unpolluted and proper (without any holes or potholes). No compensation will be due by the Host for any non-removed items affixed without the consent of the Host, unless agreed otherwise in writing.

19.5 The tenant will forfeit possession of any items that he is deemed to have abandoned by leaving them behind in the rented object when actually vacating the rented object. Any such items may be removed by the Host, at the Host's discretion and without any liability arising on its part, at the expense of the tenant, without any retention obligation being imposed on the Host. The Host will be free to dispose of any such items. It will have the right to appropriate any such items or to remove them at the risk of the tenant, all at the Host's sole discretion. Furthermore, the Host may opt to have the relevant items discharged for immediate destruction or for temporary storage. If the Host has had the relevant items transported and stored, the tenant may obtain possession of such items from the Host only in the period that they are stored against payment in a lump sum of all claims that the Host may have against the tenant. The Host will not be liable for any damage caused to the relevant items during removal, transport or storage.

19.6 The provisions of article 19.5 will not apply to any movable items that the tenant has transferred to the successive tenant, provided that the successive tenant has notified the Host of such transfer in writing.

19.7 The rented object is to be inspected by the parties jointly in good time before termination of the tenancy agreement or use. The parties will draw up a report of such inspection recording the findings in respect of the condition of the rented object. Furthermore, such report will record the work in respect of the repairs proven necessary upon inspection and overdue maintenance for which the tenant is responsible yet to be performed at the expense of the tenant, and the procedure for any such work.

19.8 If, after having been given proper opportunity by written letter, the tenant or the Host fails to cooperate in the inspection and/or the recording of the findings and arrangements in the report within a reasonable term, the party insisting on recording will be authorised to carry out the inspection outside the presence of the failing party and to adopt the report, which will be binding on the parties. The party insisting on recording will promptly provide the failing party with a copy of such report.

19.9 The tenant will be under the obligation to carry out, or cause third parties to carry out, the work to be carried out based on the report within the term set in the report or otherwise agreed between the parties. If the tenant fails, or fails fully, to perform his obligations ensuing from the report, the Host will be entitled to cause such work to be carried out and to recover the associated costs from the tenant, without any notice of default by or on behalf of the Host to the tenant being required, and without prejudice to the Host's right to claim compensation of the further damage and costs.

19.10 For the period involved in the performance of the work, calculated from the date of termination of the tenancy agreement, an amount will be due by the tenant to the Host equal to the most recently prevailing rent, the fee in connection with the supply of electricity, gas and water for consumption in the living area of the rented object on the

basis of an individual meter in that part and the fee for the other supplies and services to be provided in connection with the occupation of the rented object, without prejudice to the Host's right to claim compensation of further damage and costs. The tenant cannot derive any rights from this provision.

## **Payments**

20.1 Payment of the rent and of all such other amounts as may be due pursuant to this tenancy agreement will be made on or before the expiry date, in euro's by way of deposit or transfer to an account to be designated by the Host.

20.2 The Host will be free to change the place or method of payment by giving written notice to the tenant. The Host will be entitled to determine from which outstanding claim under the tenancy agreement a payment received by it from the tenant will be reduced, unless expressly indicated otherwise by the tenant when making the payment. In the latter event, the provisions of section 50 of Book 6 of the Dutch Civil Code will not apply.

## **Security deposit**

21.1 By way of security deposit for proper performance of his obligations under the tenancy agreement, the tenant will pay a security deposit, equal to the amount stated in article 10 of the tenancy agreement, into a bank account designated by the Host upon signing of the tenancy agreement.

21.2 If the security deposit has been drawn on, the tenant will be required, on the Host's demand, to supplement the security deposit by the amount for which the security deposit was drawn on.

21.3 If the security deposit has not fully or partly been drawn on by the Host, the Host will be under the obligation, upon termination of the tenancy agreement, to repay the security deposit within 14 day's into an account number to be provided by the tenant, unless one of the cases mentioned in Article 7:261b of the Civil Code is valid.

## **Joint and several liability, joint tenancy, guardianship and administration**

22.1 If more than one person has committed as tenants, such persons will at all times be jointly and severally liable to the Host for all the obligations ensuing from the tenancy agreement. Postponement of payment or remission, or an offer to that effect, by the Host to one of the tenants will regard solely that tenant.

22.2 The obligations under the tenancy agreement will be joint and several, including vis-a-vis heirs, beneficiaries and other transferees and assigns of the tenant.

22.3 A person who has entered into, and signed, the tenancy agreement together with one or more others, without any legal joint tenancy, will not lose his status as a tenant by permanently leaving the rented object. Even in such event, he will remain jointly and

severally liable for the obligations under the tenancy agreement. A contractual joint tenant (co-tenant) may give notice of termination of the tenancy agreement only together with the other tenant(s).

22.4 When entering into the tenancy agreement, the tenant is to inform the Host as to whether or not he is married or has entered into a registered partnership. The tenant will state the personal details of his partner to the Host. If, after entering into the tenancy agreement, the tenant marries or enters into a registered partnership, he will promptly notify the Host, stating the personal details of the partner.

22.5 When entering into the tenancy agreement, the tenant is to inform the Host as to whether a guardianship or administration order has been imposed on him. The tenant will state the personal details of the guardian or the administrator to the Host. If, after entering into the tenancy agreement, a guardianship or administration order is imposed on the tenant, he will promptly notify the Host, stating the personal details of the guardian or the administrator.

### **Delayed availability**

23.1 The Host will be under the obligation to make the rented object available to the tenant on the effective date as referred to in article 3.1 of the tenancy agreement.

23.2 If the rented object is not available on the envisaged effective date, because the rented object was not completed in time, because the previous tenant has failed to vacate the rented object in good time contrary to arrangements made, or because the Host has not yet obtained the government permits to be arranged by it, no rent, no fee in connection with the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part, no energy performance fee and no fee for the other supplies and services to be provided in connection with the occupation of the rented object will be due by the tenant until such date as the rented object is made available to him, and his other obligations and the agreed instalments will be postponed accordingly.

23.3 The Host will not be liable for any damage to be suffered by the tenant as a result of the delay, unless such delay is due to attributable failure on the part of the Host. Attributable failure will be understood to include the situation where the Host fails to perform to the best of its ability to make the rented object available to the tenant as soon as possible.

23.4 If the Host is unable to make the rented object available to the tenant within ten workdays of the envisaged effective date, the tenant will be entitled to dissolve the tenancy agreement out of court.

### **Apartment rights**

24.1 If the building or building complex of which the rented object forms part is, or will be, divided into apartment rights, the tenant will observe the instructions ensuing from the deed of division, the charter or the regulations, and sign a user statement upon first request. The foregoing will also apply if the building or building complex is, or will be, owned by a cooperative association.

24.2 The Host will, to the best of its ability, avoid cooperation with the creation of any instructions that are contrary to the tenancy agreement.

24.3 The Host will ensure that the tenant will be provided with the instructions on occupation as referred to in article 24.1.

### **Costs, default**

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

### **Personal data**

26.1 Any personal data of the tenant and, if applicable, the tenant's spouse/registered partner and/or other family members and/or guardian/administrator will be processed by the Host and/or the manager, if any, and/or their group companies for the following purposes: performance of the tenancy agreement, maintenance and planning of maintenance, arranging viewings and takeovers, making payments and collecting claims, including the passing on of claims to third parties for collection, the handling of disputes, questions or investigations, including legal proceedings, monitoring, or causing third parties to monitor, applying for and granting rent allowance, internal management activities, as well as the performance or application of the law, h as the Municipal Debt Relief Act, or of a statutory power such as the power to report crimes. For such purposes, the personal data will, if necessary, be provided by the Host and/or the manager to third parties, such as the bank for purposes of payment, maintenance companies that carry out scheduled maintenance or maintenance based on a complaint (and to which name and contact details, such as telephone numbers, email addresses, and information about the complaint may be transferred), potential tenants for viewings and takeovers (which may receive names, telephone numbers and email addresses for purposes of scheduling an appointment), debt collection agencies, bailiffs, lawyers and courts in the context of overdue payments or disputes, the Dutch Tax and Customs Administration, and other competent authorities such as the municipality in the case of application of the Municipal Debt Relief Act and the police in the case of reporting, as well as service providers, such as IT providers, accountants, auditors and lawyers.

26.2 Data subjects will be entitled to request the Host and/or the manager to grant access to their relevant personal data and/or request them to correct, supplement, remove or shield these data. The host shall decide on such request in compliance with the provisions of applicable laws and regulations. Furthermore, data subjects have the

right to file a complaint with the Personal Data Authority in connection with the processing of personal data. The tenant will inform his spouse/registered partner and/or guardian/administrator, if any, of the contents of this article.

### **Address for service**

27.1 From the effective date of the tenancy agreement, all communications by the Host to the tenant in connection with the performance of the tenancy agreement will be directed to the address of the rented object.

27.2 The tenant undertakes, in the event that the tenant no longer uses the rented object, promptly to notify the Host, stating his new address for service.

27.3 If the tenant vacates the rented object without notifying the Host of a new address for service, the address of the rented object will be deemed to be the tenant's address for service.

### **Requests**

28. Save in the event granted by the Host on its own initiative, the tenant may rely on any consent, approval, statement or communication on the part of the Host only if the tenant has sent a request to that effect to the Host and the Host has shown his positive reaction thereto in writing. Conditions may be attached to the Host's consent, approval or statement.

### **Complaints**

29. The tenant will submit any complaints or wishes in writing. In urgent cases, complaints or wishes may be submitted orally, followed by written confirmation by the tenant as soon as possible.

### **Consequences of voidness or voidability**

30. The voidness or voidability of any part of the tenancy agreement or of the general provisions will not affect the validity or the other provisions. In such event, in lieu of the voided or void part, the provisions that are lawfully permissible and most closely approach the agreements that could have been made between the parties had they been aware of the voidness or voidability, will be deemed to have been agreed.

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