



Samen werken aan  
wonen en wijken

## **General Tenancy Terms and Conditions Tenancy Agreement Self-Contained Accommodation Alwel**

### **Article 1. The scope of application of these terms and conditions**

These General Tenancy Terms and Conditions are part of the tenancy agreement to which they were declared to be applicable. If the provisions of the tenancy agreement differ from those of the General Tenancy Terms and Conditions then the provisions set forth in the tenancy agreement shall prevail.

If the let property is related to an apartment right then the provisions set forth in the Deed of Division and the Standing Orders shall, in case of a discrepancy, prevail over these General Tenancy Terms and Conditions. The landlord is entitled to make changes in these General Tenancy Terms and Conditions, to the extent that it regards reasonable changes and they were coordinated with the tenants' organisations. The tenant shall be bound by the changes.

### **Article 2. More than one tenant**

#### **2.1**

The tenants mentioned at the beginning of the tenancy agreement are all entitled to a self-contained and complete tenancy right that they exercise simultaneously and whilst respecting each other's rights.

#### **2.2**

All of the tenants are jointly and severally liable for the full amount of the rent and service charges, and for any and all other obligations that derive from the tenancy agreement and the law on the part of the same and on the part of the other tenant (tenants).

#### **2.3**

The rent, the costs for utilities with an individual meter and the service charges are only payable once for the aforementioned tenancy rights combined. If the agreement comes to an end in respect of one or a number of tenants then the other tenant (tenants) remains (remain) liable for the full amount of the rent, the costs for utilities with an individual meter and service charges.

#### **2.4**

Notice of termination must be given by all of the tenants mentioned at the beginning of the tenancy agreement for termination of the tenancy agreement. The tenants mentioned at the beginning of the tenancy agreement can, therefore, only terminate the tenancy together, unless the landlord expressly agrees with termination in respect of only one of them and the other tenant (tenants) also expressly agrees (agree) with this.

## **2.5**

If the landlord is held to, on the basis of a statutory or a contractual provision, deliver a performance vis-à-vis the tenant then compliance by the landlord to one of the tenants mentioned at the beginning of the tenancy agreement shall release the landlord from its relevant obligations. Multiple tenants are qualified by the landlord as one party in respect of which it shall only need to comply with its obligation once.

## **Article 3. The availability and acceptance of the let property**

### **3.1**

The landlord shall make the let property available to the tenant on the start date of the tenancy, unless this is not a working day.

### **3.2**

Prior to or upon the start of the tenancy agreement a document of delivery of the let property was prepared by and between the tenant and the landlord. The tenant receives a copy of the said document.

## **Article 4. Service charges**

### **4.1**

The tenant monthly pays an advance amount with regard to costs for utilities with an individual meter and the service charges.

Annually the landlord provides the tenant with an overview of the costs charged in the relevant calendar year for utilities with an individual meter and the service charges.

Differences between the costs incurred and the costs paid by the tenant by way of advance for utilities with an individual meter and service charges shall in this respect be settled with the tenant by the landlord, unless it regards a fee for a fund set up by the landlord. With regard to the said funds it is noted that the advance paid by the tenant is put on par with the final settlement; hence settlement is excluded.

### **4.2**

The monthly advance amount applicable between the landlord and the tenant can, barring a further agreement concluded by and between the parties, only be increased effective from the first month following the month in which the overview as intended in the first paragraph of this article was made available.

### **4.3**

The tenant is bound by a change in the delivery of supplies or services, or a change in the calculation methodology of the delivered supplies and services, and the thereto-pertaining advance amount if the said change is related to supplies and services that can only be delivered to a number of tenants combined and at least 70% of the said tenants agreed with this.

A tenant who did not agree with the change can claim a court order regarding the reasonableness of the proposal within eight weeks after the written notification of the landlord that agreement has been reached with at least 70% of the tenants.

#### **4.4**

If 70% have not at least been reached then the tenant is moreover bound by a change of the delivery of supplies and services, or a change of the calculation methodology of the delivered supplies and services, and the thereto-pertaining changed advance amount if:

1. the interest of the landlord in the change is such that the tenant can – in reasonable consideration of the interests of both parties – not withhold his consent
- and
2. the landlord informed the tenant of the change in a timely fashion and consulted with the tenant, the potentially present residents' committee and, where required, the tenants' organisation.

### **Article 5. The general obligations of the landlord**

The landlord is held to, on demand of the tenant, remedy defects of the let property, unless this is impossible or requires expenses that can, in the given circumstances, not reasonably be required of the landlord or to the extent that they are, by law, this tenancy agreement or common practice, at the expense of the tenant.

### **Article 6. The obligations of the tenant**

#### **6.1**

The tenant pays the price payable for the let property in full, in advance, prior to the first of the month to which the payment is related through payment of the payable amount in the manner indicated by the landlord.

The landlord is entitled to deduct a payment made by the tenant from the oldest outstanding claim, irrespective of the fact if the tenant specified with the payment what the payment is related to.

Effective from the first day of the month the tenant shall be in default in respect of the instalment for the relevant month and he shall be liable to pay the statutory interest rate.

#### **6.2**

In respect of the rent payment, and any other payment obligations on account of the tenancy agreement, the tenant shall not rely on suspension or any settlement, barring in case of Section 206 Subsection 3 of Book 7 of the Dutch Civil Code.

### **6.3**

The tenant shall use and maintain the let property as befits a good tenant.

### **6.4**

The tenant shall use the let property, including any and all appurtenances and the potential shared areas, in accordance with the designated use and not change the said designated use. The tenant is not allowed to carry on commercial activities in the let property, parts of the let property or in the shared areas.

Shared areas are understood as, inter alia, areas like staircases, lifts, basements, attics, garages, storage areas, hallways, gardens, yards and firebreaks, to the extent that the tenant shares the use of the said areas with other tenants or users.

### **6.5**

During the term of the tenancy the tenant shall actually reside at the let property and actually use the residential accommodation for himself and the members of his household. The tenant shall hold his exclusive main residence in the let property. At the latest within six weeks after the start of the tenancy agreement the tenant must hold his main residence in the let property. If the tenant does not actually reside at the let property or sublet the let property either in whole or in part without consent of the landlord or surrendered the tenancy to third parties then the onus of proof that the tenant has actually uninterruptedly retained his main residence at the let property shall be vested in the tenant.

### **6.6**

The tenant is only allowed to sublet the let property or surrender its use to third parties, either in whole or in part, or to offer the let property on the internet or otherwise to third parties to let or use with written consent of the landlord. A request for consent must be submitted in writing, with reference to the name of the sub-tenant, the sub-rent and the start date of the sub-tenancy agreement. The landlord is authorised to impose conditions on its consent.

In addition, in case of unauthorised subletting or unauthorised use of the entire accommodation or part of it the tenant forfeits, without judicial intervention being required, an immediately claimable penalty to the landlord of € 2,500.00.

If the landlord has reason to assume that the tenant sublets or sublet the let property, surrendered its use, either in whole or in part, or offers or offered bed and breakfast in the same without consent of the landlord then the tenant is, without the landlord thus accepting any onus of proof, held to lend cooperation in a thereto-related examination by the landlord, including permitting one or more visits of the landlord or of persons designated for this purpose by the same to the accommodation. If so requested, the tenant is moreover held to, on demand of the landlord, provide the personal details of the user(s) or sub-tenant(s) and the sub-tenancy agreement.

### **6.7**

The tenant must see to it no nuisance or hinder is caused to neighbours by the tenant, housemates, pets or third parties who are in, around or in the immediate vicinity of the let property or in the shared areas on account of the tenant.

In addition, the tenant must act as befits a good tenant vis-à-vis employees of the landlord and/or third parties hired by the landlord. Physical or verbal violence, aggression or other misconduct shall result in appropriate (legal) measures vis-à-vis the tenant, which may lead to termination of the tenancy agreement.

#### **6.8**

The tenant is not allowed to cultivate, dry or cut hemp (or have this done) or to perform (have performed) other activities that are punishable pursuant to the Dutch Opium Act. In case of a violation of this prohibition the tenant shall, without judicial intervention being required, be liable to pay an immediately claimable penalty of € 2,500.00.

In case of a violation of this prohibition the landlord shall immediately take measures regarding termination respectively rescission of the tenancy agreement.

#### **6.9**

The tenant is held to use his front or back garden as an ornamental or vegetable garden and to maintain it in such manner that it creates – at the discretion of the landlord – a well-kept impression and shall not plant trees, shrubs or other plants that can cause nuisance to third parties.

The tenant shall maintain and, where required, prune trees, shrubs or other plants planted by him during the tenancy agreement in such manner that no damages are inflicted on the let property or other buildings or plots and no nuisance is caused to neighbours and other third parties.

The landlord is entitled to claim that the tenant removes (has removed) trees and/or tall plants planted by him at this own expense at the end of the tenancy.

If during the tenancy agreement the tenant fails to comply with the maintenance of the trees, shrubs and/or (tall) plants, whether or not planted by him, then the landlord is, after having given the tenant notice of default, entitled to perform (have performed) the said maintenance at the expense of the tenant.

The same applies if it becomes apparent at the end of the tenancy agreement that the tenant failed to comply with the aforementioned maintenance.

#### **6.10**

The tenant is not allowed to use the garden, or other let exterior area(s), for storage and/or garaging of vehicles or vessels, caravans, trailers, commodities, waste or hazardous or environmentally detrimental goods and other goods of any nature whatsoever.

The tenant is, moreover, not allowed to use the shared areas for storage and/or garaging two-wheeled vehicles, prams, carriages for the disabled, commodities, waste, hazardous or environmentally detrimental goods and other goods of any nature whatsoever. If the tenant nonetheless proceeds accordingly then the landlord shall be entitled to remove the said goods at the expense of the tenant.

The parking of cars, motor bikes and other vehicles must take place in the thereto-designated parking spaces respectively the thereto-designated areas. The parking of caravans, trailers, boat trailers and the like is not permitted, barring for the immediate loading and unloading and, as the occasion arises, exclusively in the parking spaces. The landlord

determines, after relevant designation by the municipality, what parking spaces must be used for the benefit of parking spaces for the disabled.

It is not allowed to place and/or leave (car) wrecks at the car parks and/or in garages at the complex of which the let property is part.

#### **6.11**

During the term of the agreement the tenant is held to in all aspects keep the let property and the thereto-pertaining areas clean and to properly ventilate it regularly. The tenant shall offer (small) chemical waste, domestic waste and bulk waste for disposal at the location and time designated for that purpose by the municipality or the landlord.

The tenant shall not use or store hazardous substances in the let property and the thereto-pertaining (shared) areas in quantities exceeding 5 litres.

If a balcony pertains to the let property then the tenant shall not use it for the storage of goods.

#### **6.12**

The tenant shall provide the let property with proper furniture and furnishings. In stacked buildings floor covering must be used that offers sufficient noise absorption.

#### **6.13**

The tenant is held to take the necessary measures to prevent damages to the let property, in particular in case of fire, storm, water and frost. The tenant must forthwith report inflicted or imminent damages, due to any cause whatsoever, to the let property to the landlord.

In case of neglect of the tenant in this matter, the damages consequently inflicted on both the let property and on the properties of the tenant and third parties shall be at the expense of the tenant.

#### **6.14**

In connection with control by the landlord of compliance with the obligations of the tenant in pursuance of these General Tenancy Terms and Conditions or in connection with potential activities to be performed by the landlord or control of meter readings and the like, the tenant shall allow the landlord access to the let property. The landlord is also understood as the persons designated by or on behalf of the landlord. The said persons must provide proof of identity before accessing the accommodation.

#### **6.15**

If the tenancy right of the tenant has come to an end as a result of divorce or legal separation then the tenant is held to inform the landlord in writing of the termination of his tenancy right, immediately after the court order in pursuance of which this was pronounced has become definitive. As long as the tenant did not provide for the said notification, he remains liable vis-à-vis the landlord for compliance with any and all obligations pursuant to this tenancy agreement. The above also applies to the termination of a registered partnership.

If the fellow tenant continues the tenancy agreement as the tenant then he is held to forthwith inform the landlord accordingly in writing.

## **Article 7. The repairs by the tenant**

### **7.1**

The small repairs are at the expense of the tenant. This does, in any case, include the repairs as intended in the Dutch Small Repairs Decree of 8 April 2003, Dutch Official Gazette 2003, 168.

Unless stipulated otherwise, the tenant is moreover in any case responsible for the cleaning of the let property, shared areas, including staircases, lifts, basements, attics, garages, hallways, firebreaks, gardens and yards.

### **7.2**

Any and all activities to be performed by the tenant in or at the accommodation shall need to be carried out professionally. In this respect the tenant shall observe the rules imposed by the official authorities or the landlord.

### **7.3**

If the tenant fails to perform or have performed maintenance or repair or renewal at his own expense or if it was carried out in an injudicious or bad manner then the landlord shall be authorised to perform (have performed) the said activities at the risk and expense of the tenant, after having received a written notice of default, in the course of which the tenant is given a reasonable period to yet comply. If the activities at the expense of the tenant cannot be postponed then the landlord shall be entitled to perform (have performed) this immediately, hence without written notice of default, at the expense of the tenant.

## **Article 8. The performance of urgent activities and refurbishment by the landlord**

### **8.1**

The tenant shall permit any and all urgent activities on the let property or neighbouring accommodations as also on the central facilities.

### **8.2**

The tenant is not entitled to reduction of the rent or compensation as a result of the performance of the urgent activities or refurbishment.

### **8.3**

If the landlord intends to refurbish the complex of which the let property is part, either in whole or in part, then the landlord shall submit a relevant written proposal to the tenant. The said proposal is deemed to be reasonable if 70% or more of the tenants of the complex agreed with the same. If the tenant did not agree with the proposal and neither claimed a court ruling regarding the reasonableness of the proposal within eight (8) weeks after the written notification of the landlord that 70% or more of the tenants agreed with the proposal then he shall be bound by the same. The tenant is, as the occasion arises, held to lend any and all cooperation in the performance of the activities.

#### **8.4**

The said activities take place, after prior notification of the time, on working days, however with the exception of urgent instances.

### **Article 9. The implementation of modifications and additions by the tenant**

#### **9.1**

The tenant is allowed to implement modifications and additions on the inside of the let property that can be undone without noteworthy costs, barring if it regards modifications that can result in danger, nuisance or hinder to the landlord or third parties.

The tenant requires the prior written consent of the landlord for modifications and additions on the outside of the let property.

#### **9.2**

The landlord can impose conditions on its consent that are related to, inter alia:

- the nature and quality of the materials to be used;
- the prevention of damages to the construction of the let property or the building;
- official (structural) rules;
- the maintenance of the modification;
- additional facilities to prevent nuisance to third parties;
- insurance, taxes and liability.

The landlord shall, when giving consent, indicate whether or not the modification or addition needs to be undone by the tenant at the end of the tenancy.

#### **9.3**

Any and all modifications that were implemented without the required consent or that are in violation of the conditions of the landlord shall, on demand of the landlord, be undone by the tenant at the expense of the tenant.

#### **9.4**

The tenant is held to maintain, remedy defects and perform repairs on the modifications or additions that were implemented by the tenant.

#### **9.5**

The tenant is held to remove the modifications or additions implemented by him at his own expense, on demand of the landlord, if this is required for the performance by the landlord of urgent or refurbishing activities.

#### **9.6**

The tenant shall be liable for damages that are caused by a modification or addition that was implemented by the tenant. The tenant indemnifies the landlord against claims of third parties caused by modifications of the let property implemented by the tenant.

#### **9.7**

The aforementioned paragraphs are also related to the modifications or additions of the previous tenant taken over by the tenant in consultation with the landlord.



## **Article 10. The termination of the tenancy**

### **10.1**

Termination of the tenancy agreement takes place in writing. Notice of termination can also take place digitally, provided via the thereto-designated form on the website. The onus of proof of the receipt of the notice of termination is vested in the tenant.

### **10.2**

Termination by the tenant can take place on the basis of any reason whatsoever, effective from any day of a calendar month, provided that it does not fall on a Saturday, Sunday or a generally recognised public holiday, in which instance notice of termination takes effect from the first-following working day thereafter. The tenant must observe a notice period of at least one month.

### **10.3**

Termination of the tenancy agreement by the landlord takes place in consideration of a notice period of at least three months. The said period is extended by one month for every year that the tenant has enjoyed the let property uninterrupted, up to at most six months.

### **10.4**

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

### **10.5**

The tenant is held to, if the landlord intends to proceed with letting or a sale after the end of the tenancy, give interested parties the opportunity of a viewing. Through signature of the tenancy agreement the tenant declares to give the landlord consent to communicate the contact details of the tenant(s) to a future tenant (future tenants) for the benefit of a viewing of the let property.

### **10.6**

In case of termination of the tenancy agreement the tenant shall communicate his new address to the landlord in writing.

## **Article 11. The delivery of the let property at the end of the tenancy**

### **11.1**

At the end of the tenancy agreement the tenant is held to deliver the let property, upon return of any and all keys, to the landlord in a completely vacated and clean condition in the state in which he received the let property at the start of the tenancy agreement, barring to the extent that there is question of normal wear and tear, which shall be at the risk and expense of the landlord. The provisions set forth in the third paragraph of this article are applicable to modifications and additions implemented in the let property by the tenant.

### **11.2**

The landlord is entitled to inspect the let property together with the tenant prior to the end of the tenancy agreement. The tenant shall give the landlord the opportunity to do so.

### **11.3**

At the end of the tenancy the following rules are applicable to modifications and additions implemented, with or without consent, by the tenant during the term of the tenancy:

- a. modifications that can be undone without noteworthy costs must be removed by the tenant at the end of the tenancy and/or must be transferred to the new tenant by means of a take-over. This includes, inter alia, mirrors, lamellas, blinds, and the like;
- b. the landlord can claim that implemented modifications and additions that were implemented without consent, or that do not comply with the conditions set forth in article 9.2, are undone by the tenant;
- c. the tenant is held to remove modifications and additions at the end of the tenancy if the landlord stipulated this in writing when granting consent;
- d. the tenant is entitled to leave the modifications and additions implemented by him behind at the end of the tenancy, provided that they are in a good state upon the delivery, in the course of which the assessment falls under the responsibility of the surveyor who assesses the implemented modification(s) on safety, technical state and lettability.

### **11.4**

If at the end of the tenancy agreement the tenant did not comply with his obligations regarding remedy, complete vacation and potential undoing of implemented modifications or additions then the landlord shall be entitled to, without a further notice of default to the tenant being required, perform or have performed any and all activities required as a consequence thereof at the expense of the tenant, where the tenant hereby already commits to, as the occasion arises, pay the said costs. Also other damages resulting from negligence of the tenant shall be at his expense.

### **11.5**

In case the tenant left goods behind in the let property at the end of the tenancy agreement, the landlord shall be authorised to remove the said goods, without the landlord being subject to an obligation to retain the same. Any and all costs of removal of the goods are at the expense of the tenant.

The provisions set forth in this paragraph are not applicable to movable goods that the tenant transferred to a subsequent tenant, provided that the said transfer was communicated to the landlord in writing.

## **Article 12. The liability of the tenant and the landlord**

### **12.1**

The tenant shall be liable for the damages to the let property, also including the exterior, that occur during the period of the tenancy due to his failure to comply with an obligation pursuant to the tenancy agreement. Any and all damages, barring fire damages and damages to the exterior of the let property, shall be assumed to have arisen as a result thereof.

The tenant shall be liable vis-à-vis the landlord for conduct of those who use the let property on account of the tenant or who are present there on account of the tenant in the same manner as for his own conduct.

## **12.2**

The landlord shall not be liable for the damages inflicted on the person or belongings of the tenant and/or his housemates, due to storm, frost, a stroke of lightning, serious snowfall, flooding, increase or decrease of the groundwater level, atomic reactions, armed conflicts, civil wars, riots, domestic disturbances, molestation and other contingencies.

Liability of the landlord pursuant to Section 174 of Book 6 of the Dutch Civil Code is excluded.

## **Article 13. The default of the tenant and the landlord**

### **13.1**

If one of the parties fails to comply with an obligation that is, by law and/or the tenancy agreement, vested in the same and the other party must consequently take judicial and/or extrajudicial measures then any and all costs deriving from the same shall be at the expense of the defaulting party.

### **13.2**

If one of the parties did not pay an amount payable on account of the agreement or on any other account or not promptly on the due date then the said party shall be in default immediately from the due date and the said party shall be liable to pay the statutory interest rate effective from the said day.

In addition, the defaulting party who is a natural person, not acting in the course of a business or profession, shall be liable to pay compensation for the reasonable collection costs, the latter in consideration of Section 96 Subsections 2 up to and including 6 of Book 6 of the Dutch Civil Code. The level of the payable collection costs is calculated in conformity with Section 2 of the Dutch Extrajudicial Collection Costs (Compensation) Decree, where the minimum amount of € 40.00 as specified in the same shall at least be payable.

If the defaulting party is not a natural person then the said party shall be liable to pay compensation for the extrajudicial collection costs immediately from the occurrence of the default, which shall amount to 15% of the payable principal sum with a minimum of € 75.00.

## **Article 14. Taxes and other duties**

Unless this is not permitted by law or regulations deriving from the same, the following are at the expense of the tenant, also if the landlord receives the relevant assessment:

- the waste collection levy and water board duties, to the extent that the said duties are related to the actual use of the let property and the actual shared use of shared areas;
- other present or future taxes, municipal taxes on encroachments, duties, levies and retributions in respect of the let property and/or in respect of goods of the tenant;
- environmental duties, including the pollution levy surface water and the contribution purification charges wastewater and assessments or levies on the basis of any other environmental act, as well as the sewerage levy.

If the levies, taxes, retributions or other charges are collected from the landlord then they must, on demand, be paid to the landlord by the tenant.

## **Article 15. Penalty**

The tenant is held to pay an immediately claimable penalty to the landlord of € 25.00 (level 2013, indexed according to the Netherlands Statistics Consumer Price Index, All Households) per calendar day, if he acts in violation of a provision set forth in these General Tenancy Terms and Conditions, without prejudice to his obligation to yet act in accordance with these General Tenancy Terms and Conditions and without prejudice to the other rights of the landlord to claim compensation.

The said penalty shall, without judicial intervention, be payable for every day that the violation continues.

The penalties payable to the landlord by the tenant in pursuance of this article were maximised at an amount of € 750.00.

This article is not applicable if the tenant is liable to pay a penalty to the landlord on the basis of the provisions set forth in article 6.6 and/or article 6.8.

## **Article 16. Other provisions**

### **16.1**

If a part of the tenancy agreement or of these General Tenancy Terms and Conditions is nullifiable then this shall not affect the validity of the other articles. Instead of the nullified or invalid part that which, in a statutorily permissible manner, best approaches what the parties would have stipulated had they been familiar with the invalidity or the nullity shall then be deemed to have been stipulated.

### **16.2**

If the building or complex of which the let property is part was or is divided into apartment rights then the tenant commits to observe the rules regarding the use that derive from the deed of division, the division regulations and the standing orders. In addition, the tenant is held to comply with resolutions of the Owners' Association. The landlord commits to communicate the said resolutions to the tenant as soon as possible.

### **16.3**

Effective from the start of the tenancy agreement the tenant shall be the sole purchaser of energy regarding the let property and is held to conclude an energy supply agreement in respect of the let property with one or more energy suppliers and to comply with the obligations pursuant to the said agreement. Moreover, the tenant must comply with his obligations on account of the connection and supply agreement regarding the let property with the grid manager. The tenant shall always indemnify the landlord against relevant claims of the grid manager and/or energy suppliers.

This provision is not applicable if individual energy supply is regulated in the service charges via the landlord. The landlord reports this to the tenant at the start of the tenancy agreement.

**16.4**

The tenant is bound by changes in the policy pursued by the landlord, provided that the said policy changes are in line with the applicable legislation and regulations and with these General Tenancy Terms and Conditions.