















Telecommunication

€ .....

Fixed cost  Advance

Monthly  Yearly

§3. If the tenant is charged for an advance of the energy costs, the landlord shall draw up a final statement at the end of the rental period. This final statement shall show the difference between the actual costs and the advances already paid, as indicated in the table above.

§4. This final statement is to be supported by invoices from the energy company, and should be sent within the first quarter following the end of the rental period.

§5. The initial and final meter readings of electricity, gas and water will be recorded on entry and exit in presence of both parties.

§6. If no individual meters are installed the costs are divided in accordance with the main meter readings based on the following allocation formula:  
.....

#### Article 5: Payment method

§1. Each month, €..... is to be paid in exchange for a receipt, or by transfer onto account No. .... (.....) mentioning ....

#### § Article 6: Deposit

1a. The deposit amounts to ..... month(s) rent being € .....

The tenant shall deposit the deposit at a financial institution on a personal, blocked account in his name. The deposit can only be released at the end of the agreement by written consent of the tenant and the landlord.

The tenant shall the deposit by bank transfer to the account number specified in Article 5.

§1b. The deposit was already paid on a previous date, at the time of concluding a previous rental agreement on ..... The amount paid was €.....

§2. The tenant has to pay the deposit at the earliest three months before the start of the rental agreement.

§3. The tenant can never consider the deposit as payment of rent. The landlord may only retain the deposit or part of it, if he can prove that the tenant or third parties provided access by the tenant have damaged the rented property or if the tenant has failed to respect his obligations in respect of the let. The tenant shall not be held responsible for damage caused by normal use, wear-and-tear or age.

§4. The deposit or the balance of the deposit, shall be repaid to the tenant within three months after the tenant has vacated the property onto the following account ..... under the name of .....

#### Article 7: Insurances

§1. The landlord declares that he has insured the rented property against fire and related risks, electricity, water damage and glass breakage. Any failure of the landlord to respect this undertaking shall result in the landlord automatically losing any right to compensation from his tenants.

§2. The tenant's liability in respect of the landlord and third parties is regulated as follows

The landlord undertakes to have his fire insurance cover fire and related risks, electricity, water damage, and the tenant's liability in respect of the landlord and in respect of third parties. The landlord shall ensure that the cover mentioned in this paragraph, is actually provided in the policy. (Policy ..... + Policy number .....) If the tenant is held liable, the excess and amounts not covered by the insurance are to be paid by the tenant.

The tenant undertakes to take out insurance against the risks of contents, namely fire and related risks, electricity, water damage and glass breakage, for the period of the rental agreement. This insurance is intended to cover the tenant's liability in respect of the landlord and in respect of third parties.

§3. The tenant shall insure his/her own furniture and personal effects. Where applicable this can be done by extending the existing fire insurance policy of his/her parents. If the landlord is held liable for damage to the tenant's furniture and personal effects, the excess and any other costs not covered by the insurance, shall be paid by the landlord.

#### Article 8: Inventory of the premises

§1. Both parties have the duty to draw up a detailed written inventory of the premises representing both parties for their mutual account and this at the latest before the end of the first month of the actual use of the rented property. This also be done if major changes are made to the property during the rental period.

§2. In the inventory of the premises, both parties shall record the furniture present and the existing damage and defects. The landlord shall present the inventory of the premises for his signature together with the rental agreement.

§3. At the end of the rental period, both parties must compare the actual condition of the rented property established in the inventory of the premises with the condition at the end. The tenant must return the property in the condition in which he received it according to the initial inventory. He is liable for all damage and losses, except for those items destroyed or damaged by fire or force majeure.

§4. If there is no initial inventory of the premises, unless proved otherwise, the tenant shall be deemed to have received the rented property in the condition in which the tenant leaves it.

#### Article 9: End of the agreement

§1. The rental agreement is to end on the agreed date without notice. Automatic renewal of the let cannot be invoked.

§2. Except where a different arrangement applies, at such time the tenant must completely vacate and clean the student accommodation, and always return the keys to the landlord, in exchange for a dated proof of receipt.

§3. If the agreement is to be drawn up with the same student, both parties are to agree in writing the degree to which the student accommodation must be cleaned.

§4. In any case, the keys must be returned at the end of the first rental period, even if the tenant is still allowed to use the student accommodation during the exam period in August or September. If the parties do not arrange to hand over the keys in person, the tenant shall return the keys by registered letter.

#### Article 10: Holiday arrangement and arrangement for the examination period in August or September

§1. This article does not apply in the event of a 12-month let.

§2. If the student is to sit an examination covered by his study contract in the examination period in August or September, he has the right to an equivalent room, and this from five days before the start of the first examination and until the day after the last exam. For this, a daily rent equivalent to a maximum of 1/30th of the monthly rent must be paid. A student who wishes to exercise this right must notify the landlord in writing, by 15 July at the latest.

§3. The tenant may use the student accommodation during the holiday period following the end of the rental agreement, provided he obtains the express consent of the landlord. For this, a daily rent equal to a maximum of 1/30th of the monthly rent must be paid.

#### Article 11: Subletting and transfer of the lease

§1. Subletting and transferring the lease are only allowed with the written permission of the landlord.

§2. The landlord allows subletting or transferring the lease to another student-tenant if the tenant takes part in a student exchange scheme or is obliged to complete a period of work experience. The tenant must provide the landlord with the address and contact details of the subtenant before the commencement



of the sublet. In case of subletting the tenant shall remain liable in respect of the landlord for all damage and losses caused by the subtenant.

#### **Article 12: Early termination**

§1. The rental agreement can be terminated by the tenant before the rental agreement comes into effect. If this happens more than three months before the start of the rental agreement, it is free of charge. If the tenant terminates the lease less than three months before it comes into effect, he has to pay a termination fee equal to two month's rent to the landlord.

§2. The tenant may also unilaterally terminate the rental agreement in the following cases:

- in the event of termination of his studies on presentation of supporting documents from the higher education institution;
- in the event of the death of one of the parents or another person responsible for the student's care on presentation of supporting documents.

The notice period is two months. This cancellation commences on the first day of month that follows the month in which the cancellation was done. In all cases, cancellation must be sent by registered letter, mentioning reasons and attaching documentary evidence.

§3. If, a new tenant for the student accommodation, who is acceptable to both parties, presents himself during the notice period, the existing rental agreement shall be disbanded at the time of the new rental agreement coming into force, and the compensation for termination to be paid shall be calculated proportionately.

§4. The rental agreement shall be disbanded by the death of the tenant.

#### **Article 13: Maintenance and repairs**

§1. Technical maintenance and repairs are the responsibility of the landlord, and this in accordance with the relevant legal provisions.

§2. The landlord is responsible for protecting all installations against frost.

§3. The landlord may perform no conversion work / alterations to the rented property without the written consent of the tenant, and under no circumstances during pre-exam and examination periods. The same applies to the tenant. Any conversion or alteration work requested must be clearly described.

§4. The tenant shall notify the landlord as quickly as possible of any destruction, damage or defect which requires repair. The landlord undertakes to perform the repair as quickly as possible. The landlord must be able to present proof of regular maintenance of all heating appliances and chimneys by authorised persons.

§5. The tenant is responsible for the damage or loss of value caused by him or by third parties to whom he grants access to the student accommodation. The tenant shall also take all precautions to prevent frost damage in the student accommodation.

§6. The tenants shall be deemed to be jointly liable for non-attributable damage caused to the communal areas, goods and to the security installations, in so far as this does not relate to repairs which are the responsibility of the landlord, normal use, maintenance or wear-and-tear.

#### **Article 14: Safety regulations and EPC**

§1. The landlord declares that he has taken all steps to prevent and combat fire, as included in Title 6 - Chapter 3 of the Antwerp Police Code.

§2. The landlord is obliged to provide the tenant with all user manuals and safety regulations applicable to electrical installations and appliances.

§3. The landlord undertakes to hand over the fire safety regulations of the house to the tenant, and to display them in visible areas in the rented property. The tenant declares having received a copy of these regulations. The regulations form an integral part of this agreement.

§4. The tenant has taken notice of the Energy Performance Certificate (EPC).

#### **Article 15: Quiet enjoyment**

§1. The landlord undertakes to ensure quiet enjoyment of the student accommodation. He shall only have access to the rented property in the event of force majeure or with the tenant's written consent.

§2. It is forbidden to keep animals or allow them to stay in the rented premises, except with the written consent of the landlord.

§3. Both parties and the third parties to whom they have granted access, must desist from doing anything that may disturb the peace of the residents or neighbours.

#### **Article 16: Comfort requirements**

§1. The student accommodation must comply with the applicable quality and safety standards for student accommodation.

§2. The student accommodation must have adequate lighting, ventilation and sound insulation.

§3. If there is central heating, the landlord guarantees a temperature of 20°C between 7 a.m. and 12.00 p.m., and 15°C at night. If the heating involves a different appliance, he guarantees the possibility to obtain a temperature of up to 20°C. Heating appliances, which do not expel combusted gas outside are prohibited.

#### **Article 17: Mediation task of the housing service of the educational institution affiliated to Kotweb**

§1. The tenant must study at one of the partner institutions of Kotweb, and the landlord must be registered with Kotweb as a landlord at the time of the dispute arising.

§2. The parties undertake to submit each dispute concerning the interpretation, performance or termination of this rental agreement to the accommodation department of the educational institution, before instituting legal proceedings in court. This department shall make a proposal to reconcile the parties, as quickly as possible.

§3. The parties themselves must take the initiative to take further steps, and where necessary, commence legal proceedings.

#### **Article 18: Registration**

The landlord is obliged to register the Dutch-language rental agreement together with the inventory of the premises within two months of its signing. This registration is free of charge. If the landlord does not register the contract, or registers it late, he shall assume full responsibility for the results of this. More information can be found at [https://financien.belgium.be/nl/particulieren/woning/huren\\_-\\_verhuren/registratie\\_huurcontract](https://financien.belgium.be/nl/particulieren/woning/huren_-_verhuren/registratie_huurcontract)

#### **Article 19: Non-Dutch speaking students**

In the event of rental to a non-Dutch speaking student, the landlord shall attach an English translation of this agreement. This translation is for information purposes only. The Dutch-language rental agreement is the only legally valid agreement.

#### **Article 20: Final Stipulations**

§1. Internal rules may be added as a supplement to this rental agreement. In such case, the tenant must abide by all of the stipulations of these rules, on condition that the tenant was able to familiarise himself with them before signing the rental agreement.

§2. These rules and/or regulations must be signed by both parties and attached to all copies of the rental agreement. Their contents may never conflict with, or affect the stipulations contained in the rental agreement.

§3. Conform article 8 and article 55 of the Flemish rental decree we refer to the explanation of the Flemish government that informs both the tenant and the landlord about certain important aspects of housing rights. This explanation can be found on <https://www.woninghuur.vlaanderen/>.

Drawn up in ..... on ..... in as many copies as parties, plus one copy for registration (in case this is not done electronically), of which each party acknowledges receiving one copy.

Signature means that both parties have read and approved all of the pages of this document, and have initialled them.

Unless you object to this, your information will be recorded in the Kotweb file and only be used for the administration of contract files. According to Data Protection legislation, you may inspect this data and, where necessary, correct it. You may address your request to this effect to the Central Secretariat of Kotweb at: Centraal Secretariaat Kotweb, Universiteitsplein 1, 2610 Wilrijk.

**TENANT'S SIGNATURE**

**LANDLORD'S SIGNATURE**

**SAMPLE**