



your rights and  
obligations during  
**demolition and  
rehousing**

2019

[www.lefier.nl](http://www.lefier.nl)

Lefier is going to demolish your house. This brochure explains your rights and obligations in the event that your house is going to be demolished.

## introduction

Lefier and the tenants' organisations have established agreements which apply when demolishing houses. We call these agreements the Social Charter. Agreements in the Social Charter are revised every year.

This brochure includes a simplified version of these agreements to ensure that you are well aware of your rights.

You can request the full version of the Social Charter (in Dutch) from Lefier. You can also download the full version on Lefier's website.

The agreements in this brochure are applicable if you:

1. have a rental contract for an indefinite duration, and
2. are registered with the council at the same address, and
3. actually live in the house.

## information and visitation

### letter regarding demolition

If Lefier has decided to demolish your house, you will receive a letter no later than 12 months before the planned demolition date. The letter will state the planned demolition date. The letter will be accompanied by the brochure *Your Rights and Obligations During Demolition and Rehousing*. The letter will state the applicable starting date for the agreements in this brochure.

### visitation

Within three months after the announcement letter, a Lefier employee will visit you at home. During this visitation, you will receive an explanation of what to expect, what you need to do, and what your rights are. We will also discuss finding another house with you. This visitation is also the time to discuss any problems or special circumstances which require consideration. The agreements made with you during the visitation will be recorded in writing. You will receive a copy of this.

### designated contact

The Lefier employee who visits you will remain your designated contact until you have moved into your new

house. Please make an appointment with your contact if you have any questions or comments.

## replacement housing

### priority in housing allocation

If your house is going to be demolished and you are looking for another house in the *municipality of Emmen, Hoogezand-Sappemeer, Slochteren, Stadskanaal or Borger-Odoorn*, Lefier will give you priority when allocating its houses. The demolition announcement letter will state the priority's effective date. Is your house going to be demolished and are you looking for another house in the *city of Groningen*? You are only eligible for priority in Groningen if you have lived in the municipality of Groningen for at least two years.

### registration and house hunting

You can register as a house hunter on Lefier's website. Lefier will register house hunters in the city of Groningen with Woningnet. You do not need to pay the registration fees. These will be taken care of by Lefier. After registration, you will be able to respond to the houses on Lefier's website or through Woningnet. The allocation of houses is subject to the

rules on "suitable allocation". That means that the rent price must fit your income.

If you have tried everything but have not yet found a suitable house two months before the demolition date, Lefier will offer you at least two houses which fit your income and family situation at that time.

### **termination of lease**

You must terminate the lease on your "old" house in writing. The house must be delivered empty within two months after the notice date.

### **regretting your move?**

If you move to another neighbourhood but regret it, you can file a request with Lefier to return to your old neighbourhood. The request must be filed within 2.5 years after the announcement of demolition. Lefier can allocate you a house with priority. This is only possible if Lefier has available houses in that neighbourhood, on the condition that the house fits your income and family situation. You will not receive compensation for the extra move.

## **compensation for moving and redecorating costs**

If you are forced to move due to the demolition of your house, you are entitled to compensation for the moving and redecorating costs.

### **you are entitled to the following compensation:**

For **independent** housing:

**€ 6,349<sup>1</sup>**

For **shared<sup>2</sup>** housing:

**€ 635**

### **when will the compensation be paid out?**

You will receive 90% of the compensation as soon as you have signed the lease on your new house. If you buy a house, the date of signing the bill of sale at a notary applies. You will receive the last 10% of the compensation after handing in the keys to your old house. If you have rent arrears, these will be settled against the compensation.

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<sup>1</sup>price level 1-1-2019, the amounts are updated annually.

<sup>2</sup> housing where the kitchen and/or shower is shared with other residents

### **not entitled to compensation**

- If your house is going to be demolished, you will receive a letter about it. The letter states the date from which you are eligible for compensation. If you move before that date, you will not be entitled to compensation.
- If you are evicted for rent arrears or nuisance, you will no longer be entitled to compensation.
- Compensation will not be paid out in the event of the death of the recipient. Only costs incurred for decorating the new house will be reimbursed. You must be able to provide evidence of the costs.

## **rent payment in the event of demolition and rehousing**

### **no rent increases**

Once you have received notice that your house is going to be demolished and when it will happen, the rent price will be "frozen". This means that your rent will not increase with the annual rent increase.

### **no double rent**

The rent for the old house stops as soon as you sign the lease on the new house. If you buy a house, the

date of signing the bill of sale at a notary applies. You will not be stuck paying double rent.

## **temporary housing in a transitional house**

### **transitional house**

If you need to vacate the house before you are able to move into the new house, you are entitled to a temporary house. We call this a transitional house. Lefier will ensure that the transitional house is clean, furnished, and tidy. If the rent price of the transitional house is higher than the rent price of your old house, you will pay the rent price of your old house.

Lefier will let you know about potential transitional houses. You can also find your own temporary accommodation, but you will need to furnish it yourself at your own expense.

### **compensation when using a transitional house**

If you temporarily move into a transitional house, you will need to move twice. In that case, you will receive extra compensation which will be paid out as soon as you move to the transitional house.

The extra compensation is as follows:

For **independent** housing:

**€ 635<sup>3</sup>**

For **shared<sup>4</sup>** housing:

**€ 63,52**

You will receive the compensation for moving and redecorating costs once you move to your definitive house. The amounts can be found under the heading *Compensation for Moving and Redecorating Costs*. You must terminate the lease on the transitional house in writing. The transitional house must be delivered empty within one month. Curtains and flooring installed by Lefier must be left in the house.

### **staying in the transitional house**

You may want to continue living in the transitional house after living there for an extended period. If you choose to do so, you will sign a definitive lease contract for the house. At that point, you will also receive the compensation for moving and redecorating costs. Lefier has installed flooring and curtains in the transitional house. You will be given

the option to buy these at 75% of the purchase price.

## **your neighbourhood before and during demolition**

### **livability**

You live in a neighbourhood in which houses are going to be demolished. Empty houses and demolition activities can make living there less pleasant. Lefier will make extra effort to preserve the livability in the neighbourhood.

### **vandalism**

We will make every effort to prevent decay, vandalism, and squatting. We will sometimes rent out empty houses temporarily. If a house becomes empty, Lefier will ensure that it looks lived in. We will hang sheer curtains in the windows and keep the garden maintained. We will seal the mailbox to prevent vandalism and squatting. We will place fences or board up houses where necessary.

### **minimising disturbance**

We will ensure that the neighbours are affected as little as possible by

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<sup>3</sup> price level 01-01-2019, the amounts are updated annually.

<sup>4</sup> housing where the kitchen and/or shower is shared with other residents

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the demolition activities. Local residents will be given advance notice of the activities and how the activities may affect them.

## extra service

### **modifications for disabled residents**

If your old house has modifications required for your health, Lefier will transfer them to your new house. You do not need to apply for the modifications again.

### **odd jobs**

If, due to a disability or illness, you need help which family and friends cannot provide, Lefier can perform odd jobs for you.

## hardship clause

In special and extraordinary cases, at your request or on its own initiative, Lefier can deviate from the provisions in the Social Charter.

## dispute settlement

If you have a complaint, please let us know. We are happy to help. We will look for a suitable solution

together. If, after that, you are still not satisfied or we cannot reach an agreement, you can file your complaint with the complaints or dispute committee in your area.

**Lefier**

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