

Terms and conditions **of rental**

Terms and conditions of rental for independent housing

As determined in October 2014.

Article 1

Scope of these terms and conditions

These terms and conditions of rental are part of the tenancy agreement which states that they are applicable. If the provisions in the tenancy agreement deviate from those in the terms and conditions, the provisions in the tenancy agreement will take precedence.

Article 2

Multiple tenants

- 2.1. The tenants mentioned in the introduction of the contract each have an independent and complete right of lease, which they exercise simultaneously and with full respect for each others' rights.
- 2.2. Each of the tenants is jointly and severally liable for the full amount of the rent and for all other obligations imposed on the tenant and all other tenants by this agreement and by operation of law.
- 2.3. The rent and additional service charges are only due once for the above-mentioned tenants collectively.
- 2.4. If the agreement with one or a number of tenants ends, the remaining tenant or tenants will still be liable for the full amount of the rent and service charges.
- 2.5. If multiple tenants wish to terminate the agreement, the notice of termination must be signed by all of them. The agreement will remain unaffected for the tenants who do not terminate it. If Landlord wishes to terminate the agreement, he must terminate the lease for each of the tenants individually.

Availability and acceptance of the rented property

Article 3

- 3.1 Landlord will make the rental property available on the starting date of the lease unless this is not a working day. In that case, the rental property will be made available on the next working day.
- 3.2. A description/inspection report can be made for the rental property before or upon commencement of the tenancy agreement. If an inspection report is made, both Tenant and Landlord must receive a copy signed by both parties.
- 3.3. If the rental property uses communal heating, Landlord will issue the associated delivery conditions to Tenant at the start of the lease.

Service charges or changes in service charges

Article 4

- 4.1. Tenant will make monthly advance payments for the service charges. Landlord will issue Tenant an overview of the service charges every year.
Any differences between the actual costs and the service charges paid in advance by Tenant will then be settled with Tenant by Landlord, unless it is a fee for a fund established by Landlord. For such funds, the advance payment made by Tenant will be equated with the final account; there will be no settlement.
- 4.2. Adjustments to the agreed monthly advance payment can only take effect in the first month after the month in which the overview - as referred to in Article 4.1 - was issued. An exception to this can be made if Tenant and Landlord have established a different agreement on this.
- 4.3. Tenant is bound by an adjustment of a component of the service charges and any resulting change in the advance payment amount.

This also applies if the change or expansion of the service charges concerns a provision which cannot be delivered to the tenant or tenants of a single residence, but only to the tenants of a number of residences collectively, and at least 70% of those tenants have agreed to it.

A tenant who has not agreed to the change may request a ruling by the court regarding the reasonableness of the proposal within eight weeks after the written notice from Landlord that at least 70% of the tenants have agreed to the change.

Article 5

Landlord's obligations

- 5.1. If, due to circumstances beyond his control, Landlord is unable to make the rental property available on time—i.e., if the previous tenant breached the agreements made and did not vacate the rental property on time, if permits applied for on time by Landlord were not issued on time, or if the rental property was not ready on time—Landlord shall not be held liable. The lease will then begin on the date on which Landlord makes the rental property available to Tenant, unless Tenant notifies Landlord in writing before that time that he or she no longer wishes to honour the lease. If Landlord is unable to make the rental property available on time, Landlord is only obliged to take immediate measures to limit any further delay to a minimum.
- 5.2. Landlord is obliged to allow peaceful enjoyment of the rental property.
- 5.3. At Tenant's request, Landlord is obliged to repair any defects in the rental property, unless this is impossible or requires expenditures which cannot be reasonably expected of Landlord under the given circumstances. This only concerns defects for which Landlord is responsible under the tenancy agreement or by operation of law.
- 5.4. For the duration of the lease, Landlord will perform maintenance work and repairs on the rental property, provided that Tenant is not responsible for them by operation of law, under the tenancy agreement, the terms and conditions of rental, or due to use by Tenant.

Article 6

Rent

Tenant's obligations

- 6.1.1. Tenant must pay the rent for the rental property in full, in advance, and before the first of every month, by paying the amount due, preferably in the manner specified by Landlord.
- 6.1.2. When paying the rent, Tenant will not claim any settlement, except in the case of Article 7: 206 paragraph 3 of the Dutch Civil Code.
- 6.1.3. Landlord will consider any payment by Tenant as payment for the longest outstanding payable claim.

use

- 6.2.1. Tenant shall use and maintain the rental property as befits a good tenant.
- 6.2.2. Tenant shall use the rental property, including all appurtenances (such as a shed or garage) and any communal areas, as intended and shall not change their intended use. Tenants are not permitted to use storage areas, garages, etc., which belong to the rental property, as living space, storage (other than personal, non-commercial use), workshop, salesroom, or to conduct or facilitate sales activities in any other form in or near these areas.

Communal areas include areas such as stairwells, elevators, basements, attics, garages, storage units, walkways, gardens, and courtyards, to the extent that Tenant shares the use of these areas with other tenants or users.

- 6.2.3. Tenant shall register him or herself in the civil registry at the address of the rental property, effective from the starting date of the tenancy agreement. For the duration of the lease, Tenant shall actually occupy the rental property and actually use the living space for him or herself and the members of his or her family. Tenant shall use the rental property as his or her sole primary residence. If Tenant does not actually occupy the rental property, or has partially or fully subleased it without the permission of Landlord, or has rented it out or made it available

for use by third parties, the burden of proof that Tenant has retained the uninterrupted use of the rental property as his or her primary residence shall be borne by Tenant.

- 6.2.4. Upon commencement of the lease, Tenant must upholster and furnish the rental property, unless the rental property is rented as upholstered and/or furnished accommodation. For the duration of the tenancy agreement, Tenant shall keep the rental property sufficiently upholstered and furnished.
- 6.2.5. If the apartment rights to the building or complex, to which the rental property belongs, are or will be divided, Tenant is obliged to observe the statutes, rules, and regulations regarding use which arise from the deed of division. Landlord shall ensure that Tenant receives the regulations regarding use as referred to here.
- 6.2.6. For the duration of the tenancy agreement, Tenant is obliged to keep the rental property and all associated areas clean in all respects, and to properly ventilate them regularly. This is to prevent littering, moisture problems, and vermin infestations.
- 6.2.7. Tenant is obliged to use his or her front and backyard as decorative or herb garden and to maintain it in such a manner that it looks well-kept in Landlord's opinion. Tenant shall not plant any trees, shrubs, or other plants which could cause nuisance to third parties.
- 6.2.8. Tenant shall regularly put out the household garbage at the appropriate time and in the appropriate manner. If Landlord has set up a collection point or similar provision, Tenant must deposit the garbage there. Garbage may not be stored in the rental property (including balcony), the associated areas, and/or communal areas in any way. In the event that garbage is stored inappropriately, Landlord has the right to remove the garbage at the Tenant's expense. In any case, Landlord is entitled to make a claim to the penalty provision in these terms and conditions, as specified in Article 15. This article also includes bulky waste.

- 6.2.9. Tenant is permitted to keep one or a few pets, as long as the rental property is suitable and the pets do not cause any nuisance to neighbours (at the discretion of Landlord). Tenant is not permitted to keep any animals other than conventional pets in the rental property: horses, pigs, goats, roosters, or other livestock are not permitted in any case.

Usage restrictions

- 6.3.1. Tenant is forbidden from being in/on or placing objects on rooftops, gutters, and service areas, etc., and from being anywhere where his or her presence is not considered normal use of the rental property or access thereof.
- 6.3.2. Tenant is not permitted to perform repairs or other work on pipes and installations or in meter boxes, unless it is part of his or her duty of maintenance as outlined in Article 7.
- 6.3.3. Tenant shall not use or store any substances in the rental property and associated areas which could cause fire or explosions or otherwise form a safety hazard or increased risk of damage.
- 6.3.4. Tenant is not permitted to use the general electricity and individual electricity from third parties without permission. This also includes illegally tapping electricity.

Usage restrictions if the rental property is part of a flat or apartment complex

- 6.4.1. Tenant is not permitted to place any objects in communal areas such as stairwells, corridors, walkways, etc. Such objects include things such as strollers, mopeds, bicycles, other vehicles, garbage bags, waste paper, plants, furniture, wheel-chairs/walkers, etc. Emergency escape routes must remain accessible at all times. Landlord has the right to remove objects following a written warning, and to recover the removal costs from Tenant.

- 6.4.2. Tenant is not permitted to perform repairs or other work on and/or to pipes, installations, light fixtures, meter boxes, etc. in the communal areas or service areas, unless it falls under his or her duty of maintenance (see provision on minor repairs).
- 6.4.3. Unless otherwise agreed upon, Tenant is responsible for keeping communal areas clean in any case, including stairwells, elevators, basements, attics, garages, storage units, walkways, gardens, and courtyards.
- 6.4.4. Tenant is not permitted to throw food or other items over the balcony/walkway and facade, or to hang or mount plant pots, satellite dishes, cameras, etc. on the exterior of the rental property (including balcony) or the communal areas.

Use of parking spaces and charging points

- 6.5. Cars, motorcycles, and other vehicles must be parked in the indicated parking spaces. Parking end-of-life vehicles, caravans, trailers, boat trailers, etc. is not permitted. Landlord will determine which parking spaces are to be used as disabled parking and which spaces are to be used as charging point.

Subleasing or making available for use

- 6.6. Only with prior written consent by Landlord is Tenant permitted to fully or partially sublease the rental property or make it available for use by third parties, or to offer the rental property online or otherwise to third parties for rent or use. A request for consent must be made in writing, citing the subtenant's name, the subleasing price, and the effective date of the sublease agreement. Landlord is authorised to impose conditions on his consent. Acquisition for subleasing is not permitted without prior written consent by Landlord.

Nuisance

6.7.1. Tenant must ensure that the neighbours do not suffer any nuisance or hindrance caused by Tenant, housemates, pets, or third parties who are in, around, or in the immediate vicinity of the rental property or the communal areas because of Tenant.

Tenant's behaviour towards Landlord's employees and/or third parties hired by Landlord must befit a good tenant. Physical or verbal violence, aggression, or other misconduct will be met with suitable legal measures against Tenant, which could lead to termination of the tenancy agreement.

6.7.2. Tenant is not permitted to set up a cannabis farm in the rental property, or to cultivate or sell cannabis in the rental property, or in any communal areas or part thereof, or in the immediate vicinity around the rental property. Tenant is aware of the fact that maintaining a cannabis farm leads to damage to the rental property, nuisance, and a hazardous situation. Acting in violation of this restriction is so serious that it warrants termination of the tenancy agreement and eviction from the rental property in the shortest possible time. Agreements on this subject have been recorded in the local Cannabis Covenant.

6.7.3. Tenant is not permitted to sell, use in a group setting, or produce soft drugs, hard drugs, or other illegal substances in the rental property, in any communal areas or part thereof, or in the immediate vicinity of the rental property. Tenant is aware that acting in violation of the above can lead to nuisance such as littering, vandalism, etc.

6.7.4. Tenant is not permitted to commit crimes or own or keep weapons and/or ammunition or explosives in or around the rental property, which have been made illegal by the Weapons and Ammunition Act. Acting in violation of this restriction is so serious that it warrants termination of the tenancy agreement and eviction from the rental property in the shortest possible time.

- 6.7.5. If third parties disturb Tenant's living comfort, through nuisance, for example, Tenant shall notify Landlord of this immediately, in writing as much as possible and as detailed as possible. Neighbours' quarrels do not fall under the term nuisance as intended by Article 204 of the Dutch Civil Code, Book 7.

Damage control measures/duty of care

- 6.8.1. Tenant is required to take the necessary measures to prevent damage to the rental property, in particular in the event of fire, storm, flooding, and freezing. Tenant must immediately notify Landlord of any damage or imminent damage and defects to the rental property, regardless of the cause. Tenant is liable for damage suffered by Landlord or third parties if Tenant could have been aware of the defect and did not immediately notify Landlord, or if Tenant did not immediately notify Landlord after discovering the defect.
- 6.8.2. If damage has occurred which falls within the scope and coverage of a home insurance taken out by Tenant, Tenant must first take it up with his or her insurer.

Article 7

Execution of minor repairs by Tenant

- 7.1. Tenant is responsible for minor repairs, as intended in Article 240 of the Dutch Civil Code, Book 7 (Minor Repairs Decree).
- 7.2. All work performed by Tenant must be done skilfully. Tenant shall comply with the relevant regulations issued by the government or by Landlord. If Tenant acts in violation of the above, he or she will be liable for any resulting costs and damages.

Article 8

- 8.1. Tenant will allow the execution of all urgent work on the rental property and/or the neighbouring residences and/or the central facilities. Tenant will also provide any assistance and perform all actions necessary to allow Landlord to perform the urgent work. Urgent work also includes work resulting from a writ or court order.
- 8.2. Tenant is not entitled to a reduction of the rent or damage compensation for the execution of the urgent work or renovation.

The only exception to that is if the complex to which the rental property belongs is part of the Social Charter For Extensive Renovations, or if other agreements are declared applicable.

- 8.3. If Landlord wishes to wholly or partially renovate the complex to which the rental property belongs, he will make Tenant an offer in writing. The offer is deemed reasonable if at least 70% of the tenants in the complex agree to it. Landlord will notify Tenant when this percentage has been reached. If Tenant does not agree with the offer, he or she may request a ruling by the court regarding the reasonableness of the proposal within eight weeks after the written notice that at least 70% of the tenants have agreed to the proposal. If Tenant does not do so, he or she is bound by the proposal and is obliged to fully cooperate with the execution of the work. Renovation includes both demolition and construction of a replacement building, and partial renovation through change or addition.
- 8.4. With the exception of extremely urgent situations, the aforementioned work will be carried out on working days, following prior announcement of the time.
- 8.5. In the following situations, Landlord is authorised to enter the rental property, and Tenant shall allow Landlord to enter the rental property in those situations.
 - Inspection by Landlord to determine whether Tenant is honouring his or her obligations under these terms and conditions, if Landlord has reasons to believe that Tenant is not honouring them.
 - Work to be conducted by Landlord.
 - Verification of meter readings, etc.

Landlord also means: the people designated by or on behalf of Landlord. These people must be able to identify themselves. In emergencies and for the protection of adjacent apartments and residential areas, Landlord is also authorised to enter the rental property without consulting Tenant. Landlord shall ensure that the apartment is properly closed after the entry. Landlord shall make every effort to inform Tenant of how he or she can regain access to the rental property.

Tenant shall observe the regulations and/or instructions by Landlord, or third parties commissioned on behalf of Landlord, regarding the use of the rental property and the use of the installations and facilities present in the rental property.

- 8.6. Landlord is authorised to install pipes for things such as central heating or central installations above, through, or on the rental property, without owing Tenant any compensation. Tenant is obliged to allow this. However, Landlord is obliged to reimburse or repair any damage to Tenant's property caused by the installation of these pipes.

Article 9

Changes and additions by Tenant

- 9.1. Tenant is forbidden from making changes and additions to the rental property without consent (both on the inside and outside of the residence). This includes the installation of satellite dishes, sun shades, extensions, and outbuildings. This list is expressly not exhaustive.
- 9.2. Consent given by Landlord is concrete, one-off, and does not count for similar cases.
- 9.3. Landlord can impose conditions on his consent, regarding, among others:
- the method of application;
 - the identity of the person who will carry out the work;
 - the nature and quality of the materials which will be used;
 - the prevention of damage to the structure of the rental property or the building;
 - government building code;
 - the maintenance to the change;
 - additional provisions to prevent nuisance to third parties;
 - insurance, tax, and liability.

When giving consent, Landlord will inform Tenant whether the modification or addition will need to be undone at the end of the lease.

- 9.4. Tenant must undo all modifications made without the required consent or in violation of Landlord's conditions, at Landlord's first request, without entitlement to compensation.
- 9.5. Tenant is obliged to maintain, remedy defects to, and perform repairs on the modifications or additions made by him or her.
- 9.6. Tenant is liable for any damage caused by a modification or addition made by him. Tenant indemnifies Landlord from claims by third parties for damage caused by modifications made to the rental property by Tenant.
- 9.7. If tenant must temporarily or permanently remove modifications for maintenance or repairs to the rental property, or the building or complex to which the rental property belongs, the costs of removal, storage (if necessary), and reinstallation shall be borne by Tenant.

Article 10

liability of Tenant and Landlord

- 10.1. Tenant is liable for any damage to the rental property during the lease period, including the outside, caused by a failure on his or her part to fulfil an obligation under the tenancy agreement.
- 10.2. Landlord is not liable for personal or material damage to Tenant and/or Tenant's housemates, caused by storm, freezing, lighting strike, earthquake, heavy snowfall, flooding, rise or fall in the water table, other disasters, and police raids.

Article 11

Tenant in default

- 11.1. If Tenant or Landlord fail to fulfil a legal obligation or an obligation under the tenancy agreement, and the other party is forced to take legal steps or extrajudicial measures as a result, all resulting costs shall be borne by the defaulting party.
- 11.2. Tenant and Landlord must pay any amounts due for this or another agreement in full, promptly, and no later than the due date. Failure to do so will put that party in default immediately from the expiry date, and the defaulting party will be required to pay statutory interest from that day.

The defaulting party will also be required to pay reasonable compensation for collection fees, in compliance with Article 6:96, Paragraphs 2 through 6 of the Dutch Civil Code. The amount of the collection fees due will be calculated according to Article 2 of the Decree on Compensation for Extrajudicial Collection Costs, at a set minimum amount of €40. In this case, it concerns a natural person, not acting in the performance of profession or business.

Article 12

Termination of the lease

- 12.1. Termination of the tenancy agreement must be done in writing in a letter, through the website, or served by a bailiff.
- 12.2. Tenant can terminate the tenancy agreement on any grounds whatsoever, on any day of a calendar month as long as it is not a Saturday, Sunday, or public holiday; in that case, the agreement will be terminated on the next working day. Tenant must observe a notice period of no less than one calendar month, unless otherwise agreed in the tenancy agreement.
- 12.3. Landlord can terminate the tenancy agreement with a notice period of no less than three months. This notice period is extended by one month for each continuous year that Tenant lived in the rental property, up to a maximum of six months.
- 12.4. Landlord can only terminate the tenancy agreement based on, and citing, one or more of the reasons specified in the Dutch Civil Code.
- 12.5. Items left in the residence after termination of the tenancy agreement become the property of Landlord. Landlord will remove the items from the residence if necessary. The removal costs shall be entirely borne by Tenant.
- 12.6. Tenant is obliged to provide his or her new address to Landlord after termination of the tenancy agreement.
- 12.7. If the tenancy agreement is terminated by Tenant's death, and no legal heirs make themselves known to Landlord within two months after the death, Landlord is authorised to enter the residence without judicial intervention. Landlord is then authorised to remove any items in the residence, with no retention obligation. Any removal costs shall be borne by Tenant's heirs.

- 12.8 If Tenant's right of lease is terminated by divorce or legal separation, Tenant is obliged to notify Landlord of the termination in writing. He or she must do so immediately after the court decision in which it was determined has become final. Tenant will remain liable for the fulfilment of all obligations from this tenancy agreement until he or she has notified Landlord. The above-mentioned also applies for the termination of a civil partnership. If the co-tenant will be continuing the tenancy agreement as tenant, he or she is obliged to notify Landlord of this in writing.

Article 13

Handover of the rental property at the end of the lease

- 13.1. Upon termination of the tenancy agreement, Tenant is obliged to hand the rental property over to Landlord, in an entirely vacated and clean state. The rental property must be in the same condition as Tenant received it at the start of the tenancy agreement according to the initial inspection report. The exception is normal wear and tear, which is at the expense and risk of Landlord. The provisions in paragraph 3 of this article apply for modifications and additions made by Tenant to the rental property. Tenant must return all keys to Landlord during the handover.
- 13.2. At Tenant or Landlord's request, Tenant and Landlord will inspect the rental property together. Tenant will give Landlord the opportunity to do so.

Landlord will make an inspection report during the inspection, documenting any repairs which will need to be carried out by, and at the expense of, Tenant before the end of the tenancy agreement, as well as the estimated repair costs. Both parties must sign the inspection report and receive a copy of it.

- 13.3. The following rules apply for modifications and additions made by tenant, with or without consent.
- a) Landlord can demand that Tenant removes any modifications and additions made without consent, or which do not meet the requirements outlined in Article 9.3.
 - b) Tenant is obliged to remove modifications or additions at the end of the lease, if Landlord specified this in writing when giving consent.
 - c) Without prejudice to the provisions of this paragraph, Tenant may always remove modifications and additions made by him or her, as long as the rental property is returned to the condition it was in at the start of the lease, in accordance with Article 3.
- 13.4. If Tenant does not cooperate with the inspection, Landlord's findings in the inspection report will be deemed factual, unless Tenant provides proof to the contrary.
- 13.5. If, at the end of the tenancy agreement, tenant has not fulfilled his obligations to restore, fully vacate, and undo any modifications or additions to the rental property, Landlord is authorised to have all necessary work carried out at the expense of Tenant. Tenant is obliged to pay these costs. Tenant is also liable for any other damage resulting from his or her negligence.
- 13.6. If, at the end of the tenancy agreement, Tenant has left items behind in the rental property, Landlord is authorised to remove them. Landlord has no retention obligation for these items. All related removal costs shall be borne by Tenant. The provisions in this paragraph do not apply to personal property of which Tenant has transferred ownership to the new tenant. Landlord must have been notified of the transfer in writing.
- 13.7. If damage which Tenant should have repaired is only discovered by Landlord during or after vacation of the property, Landlord is authorised to repair the damage without the Tenant needing to be declared in default by or on behalf of Landlord. Landlord may also offer Tenant a reasonable period to carry out the work. In that case, Tenant shall remain fully liable for the rental property,

even after termination of the tenancy agreement. Landlord may request compensation for this period, calculated according to the most recently prevailing rent price, as well as compensation for additional deliveries and services.

- 13.8. Landlord is authorised to demand that, at the end of the lease, Tenant ensures the removal of any trees and/or tall sprouting plants planted by Tenant. The removal costs shall be borne by Tenant. In the event that Tenant does not satisfy this requirement, Landlord is authorised to have the work carried out at Tenant's expense. Landlord must first notify Tenant of this in writing.

Article 14

Other provisions

- 14.1. If it turns out that part of the agreement or these terms and conditions is invalid or null, all other articles will remain valid. The relevant section will then be replaced by an article which is permitted by law and is as close as possible to what the parties would have agreed upon, had they been aware of the invalidity or nullity of the agreements.
- 14.2. The connections for water, gas, and electricity are present in the rental property and usable at the start of the tenancy agreement. If this is not the case, Tenant must immediately notify Landlord. After signing the tenancy agreement, Tenant will sign up with water, gas, and electricity suppliers. If the connection is removed, or if delivery has been terminated due to a culpable act by Tenant, the resulting costs of vacancy shall be borne by Tenant. The compensation for this is equal to the rent. The reconnection fees shall also be borne by the outgoing Tenant.
- 14.3. Tenant is bound by changes in Landlord's policy, on the condition that the policy changes fit within the applicable legislation and regulations, as well as these terms and conditions.

Article 15

If Tenant does not fulfil a provision in these terms and conditions, Landlord can write to him about it to achieve compliance. If Tenant remains in default in complying with the provisions in the notification, Landlord can impose an immediately payable penalty of €50 per calendar day, up to a maximum of €2,500, while Tenant remains obliged to act in compliance with these terms and conditions, and without prejudice to Landlord's other rights to compensation. This penalty shall be due for each day the violation persists, without judicial intervention.

lefier

t 088 - 20 33 000

info@lefier.nl
www.lefier.nl