

## **General terms of the tenancy agreement for accommodation, dated 1 november 2004**

### **The scope of applicability of these terms**

#### *Article 1*

##### 1.1.

These General Terms of the Tenancy Agreement form part of the tenancy agreement in which they have been declared applicable. In the event that the stipulations of the tenancy agreement differ from those of these General Terms of the Tenancy Agreement, the stipulations of the tenancy agreement will take precedence.

##### 1.2

Should part of the tenancy agreement or these General Terms of the Tenancy Agreement be voidable or invalid, this will not affect the validity of the remaining articles. In lieu thereof applies in such case that which, in a legally permissible manner, most closely resembles that which the parties would have agreed on had they been aware of such invalidity or voidability.

### **More than one tenant**

#### *Article 2*

##### 2.1

The tenants referred to at the beginning of the tenancy agreement each have an independent and full right to tenancy. They will exercise this right concurrently and with due regard for one another's rights.

##### 2.2

The rent and service charges are solely due individually for all tenancy rights referred to in the tenancy agreement. In the event that the agreement terminates in respect of one or several tenants, the remaining tenant(s) will continue to owe the full amount of the rent and service charges.

##### 2.3

Each of the tenants is severally liable for the full amount of the rent, the service charges and with regard to all other obligations arising from this agreement and from the law in respect of the tenant and the other tenant(s).

Deferment of payment or remission granted to one of the tenants will solely concern such individual tenant to whom the offer regarding deferment of payment or remission has been made.

##### 2.4

In order to have the agreement with several tenants terminated, notice of termination of the tenancy agreement must be given by each tenant. Should the notice of termination be given by one or a few of the tenants, the agreement will continue unaltered in respect of the other(s). In the event that the landlord wishes to terminate the tenancy agreement, the landlord must give notice of termination of the tenancy agreement to each of the tenants.

### **Making the rented accommodation available and taking possession of the rented accommodation**

#### *Article 3*

##### 3.1.

The landlord will as much as possible make the rented accommodation available on the commencement date of the tenancy agreement.

However, in the event that the landlord solely delivers the rented accommodation to the tenant at a later date due to circumstances not attributable to the landlord, which will in any case, but not exclusively, be understood to mean the circumstance that the previous tenant failed to deliver the rented accommodation to the landlord or failed to do so in a timely manner, then such later date of delivery will be considered to

be the commencement date agreed on. In such case, this will not constitute a failure on the part of the landlord.

In the event that the landlord is unable to make the rented accommodation available in good time through no fault of the landlord's, the landlord will take immediate measures to restrict any further delays to a minimum.

### 3.2.

Prior to or upon commencement of the tenancy agreement, a description of the rented accommodation, applicable between the tenant and the landlord, was prepared by the latter.

The tenant certifies that he/she has received a description of the rented accommodation, signed by the tenant and the landlord. The tenant furthermore certifies that the rented accommodation is in a good state of repair.

### 3.3

The following matters will be laid down in the description:

- the state of repair of the rented accommodation and the facilities belonging thereto;
- any defects in the rented accommodation such as damage and the like;
- the period of time in which the landlord will repair the aforesaid defects. Should the landlord fail to do so, the landlord will not be in default until after the tenant has given the landlord notice of such default, in writing, and has granted the landlord, by means of such letter, a reasonable period of time in which to repair the aforesaid defects.

## **Service charges**

### *Article 4*

#### 4.1

The tenant will pay the service charges monthly, in advance.

The landlord will provide the tenant with an overview of such service charges annually.

The landlord will settle with the tenant the difference between the actual costs incurred and the advance payments of the service charges made by the tenant.

Any payments in respect of funds established by the landlord and other services not related to the occupation of the rented accommodation are an exception thereto. In respect of these funds and other services applies that the advance payment made by the tenant will be equated with the final account so no settlement will take place.

#### 4.2

The landlord will, in a manner considered reasonable by the landlord, determine the share of the service charges payable by the tenant. In so far as the rented accommodation forms part of a building or complex and the service charges also relate to other parts of such building or complex, the landlord will in this respect not be obliged to take into account the circumstance that the tenant does not avail him/herself of one of these supplies or services.

#### 4.3

At the earliest with effect from the first month following the month in which the overview was provided, as referred to in paragraph 1, unless the tenant and the landlord have agreed on a different commencement date, the landlord may:

- change a monthly applicable advance payment, provided that this is stated in the aforesaid overview;
- change the manner in which the advance payments are calculated;
- change the scope of the package for which service charges are payable (scope of the supplies and services).

The tenant is bound to the above, at least agrees thereto, as well as to the ensuing costs, provided that:

- the interests of the landlord in respect of the above offset, to a reasonable degree, the interests of the tenant to oppose the above;
- the landlord has notified the tenant in good time;

- the landlord has consulted with the representatives of the tenants involved, i.e. the residents' committees.

#### 4.4

In the event that the change or addition relates to the charges for services which can only be provided to a number of tenants jointly and at least **70%** of those tenants has agreed thereto, the tenant will, without any reservations, be bound to the change. A tenant who has not agreed to the change may, within eight weeks of the landlord's written notification to the effect that agreement has been reached with at least **70%** of the tenants, demand a judicial decision with regard to the reasonableness of the proposal.

#### 4.5

In the event that the costs for the supply of gas, water, electricity and the like and any costs relating to the installation of a water heater, boiler and the like do not concern service cost items, these costs will be borne by the tenant, who will him/herself conclude a contract with the supplier for this purpose. In the event that the aforementioned is supplied by others than the landlord, the landlord will never be liable for any delay in the supply or quality thereof. This also applies in respect of telephone, radio and television distribution and all that which is provided as a service to the tenant by third parties.

### **Obligations of the landlord**

#### *Article 5*

##### 5.1

The landlord is obliged to provide quiet enjoyment of the rented accommodation to the tenant. However, the landlord is not obliged to safeguard the tenant against actual disturbances of the tenant's enjoyment of the rented accommodation caused by third parties. Nor is the landlord liable for any damage and/or loss suffered by the tenant as a result of such disturbances.

##### 5.2

The landlord is obliged to repair defects in the rented accommodation at the tenant's request, unless this is impossible or requires expenditure which cannot, in the given circumstances, be reasonably demanded of the landlord, or in so far as such expenditure is payable by the tenant in accordance with the law, this tenancy agreement or the use.

##### 5.3

The aforementioned request of the tenant may only be made known by the tenant to the landlord in a letter in which the former gives an exact description of the defect, or in another manner if the landlord gives opportunity thereto.

##### 5.4

The repair of defects must take place within a reasonable period of time. The landlord will determine the reasonableness of this period of time. The reasonableness will furthermore be determined by the nature of the defect and the circumstances, such as the time of year, etc.

### **Obligations of the tenant**

#### *Article 6*

### **Rent**

#### 6.1.1

The tenant will pay the rent due in respect of the rented accommodation in full and in advance, before the first of the month, by paying the amount due in the manner indicated by the landlord.

From the first day of the month, the tenant will be in default in respect of the instalment for that month and will owe the statutory interest.

#### 6.1.2

When paying the rent, the tenant will not claim any setoff or make any actual deduction, except in such case as referred to in Article 7:206, paragraph 3 of the *Burgerlijk Wetboek* (Netherlands Civil Code). In the latter case, the tenant must give the landlord notice of default in a timely manner. In addition, the tenant must notify the landlord in writing, 5 days prior to the commencement of the repairs the tenant intends to carry out, that the tenant will be carrying out such repairs. In doing so, the tenant will provide a specification of the work and the costs involved.

In the event that the tenant proceeds to carry out the work, the tenant will do so in a continuous period and will limit the inconvenience for the surroundings as much as possible.

#### 6.1.3

Any payment made by the tenant will serve to settle the oldest of the debts due and payable to the landlord.

#### 6.1.4

The tenant undertakes to pay the landlord all other costs the tenant may owe in the future, pursuant to the tenancy agreement, within one month of receipt of the relevant bill.

### **Use**

#### 6.2.1

The tenant will use the rented accommodation during the rent period as accommodation for him/herself and the members of the tenant's household, and the rented accommodation will be the tenant's principal residence. The tenant will use the rented accommodation, which includes all appurtenances and any communal areas, in accordance with the designated use thereof and not change this designated use. Any use of the rented accommodation or any communal areas, or a part thereof, for business-related activities, will be considered a violation of the aforesaid mandatory stipulation.

'Communal areas' are understood to mean areas such as stairwells, lifts, basements, attics, garages, storage areas, galleries, gardens, courtyards, in so far as the tenant shares the use of these areas with other tenants or users.

#### 6.2.2

The tenant will use and maintain the rented accommodation in a manner befitting a responsible tenant, this with due observance of any (complex-related) 'guidelines' drawn up by the landlord.

In the event that any systems belong to the complex of which the rented accommodation forms a part, such as for instance a lift, the tenant, the members of the tenant's household and the tenant's visitors will comply with all current and still to be issued regulations of the landlord, the installer or the government.

#### 6.2.3

The tenant must provide carpeting, curtains and furniture upon commencement of the tenancy agreement, unless the rented accommodation is being let semi-furnished or furnished. The tenant will keep the rented accommodation fully furnished during the term of the tenancy agreement.

#### 6.2.4

In the event that the building or complex of which the rented accommodation forms a part is or will be divided into apartment rights, the tenant will be obliged to comply with the regulations regarding use which arise from the deed of division of property, the bye-laws and regulations.

The landlord will ensure that the tenant is put in possession of the instructions regarding use referred to hereinabove.

#### 6.2.5

The tenant is obliged to keep the rented accommodation and the areas belonging thereto clean, in all respects, and to ventilate such regularly during the term of the agreement.

The tenant is obliged to maintain gardens properly, so they give a well-kept impression. In the event that the tenant fails to do so, the landlord will have the right to have the work deemed necessary in the opinion of the landlord carried out at the expense of the tenant, yet not until after the landlord has notified the

tenant thereof in writing. Gardens must be laid out and maintained in accordance with any instructions of the landlord or any local regulations.

#### 6.2.6

The tenant will regularly, at the times and in the manner designated in respect thereof, place the household rubbish or the rubbish bags outside. In the event that the landlord has provided a collection area or similar facility with regard thereto, the tenant must deposit the household rubbish there.

#### 6.2.7

One or only a few pets may be kept provided that the rented accommodation lends itself thereto and this does not cause any nuisance to neighbours.

#### 6.2.8

In the event of fire or other calamities, the tenant must observe the instructions of the competent authorities.

### **Prohibitions of use**

#### 6.3.1

The tenant is not permitted to access roofs, service areas and the like, nor to place objects on or in them.

#### 6.3.2

The tenant is not permitted to carry out any repairs or other work on pipes, systems or in meter cupboards, except where this is part of the tenant's "liability for maintenance", as described in Article 7.

#### 6.3.3

The tenant will not use or store any substances in the rented accommodation and the areas belonging thereto which could constitute a fire or explosion hazard or otherwise endanger the safety or which could involve an increased risk of damage and/or loss.

#### 6.3.4

The tenant is not permitted to use storage areas, garages and the like, belonging to the rented accommodation, as living space, storage other than for personal, non-business-related use, as a workshop, as a sales area or to hold any sales in any other manner in or near these areas or cause such sales to be held.

### **Prohibitions of use and prohibitions in the event that the rented accommodation forms part of a block of flats or apartment complex**

#### 6.4.1

The tenant must not place any objects in communal areas, such as stairwells, corridors, galleries, and the like. These objects include, among other things, prams, mopeds, bicycles, other vehicles, rubbish bags, plants, furniture, wheelchairs/rollators and the like. Escape routes must remain passable at all times.

#### 6.4.2

The tenant must respect the rights of the other tenants/neighbours with regard to the use of the communal areas belonging to the rented accommodation.

#### 6.4.3

The tenant must not carry out any repairs or other work in and/or on pipes, systems, light fittings, meter cupboards and the like, present in the communal areas or service areas, except where this is part of the tenant's liability for maintenance, (see *Besluit kleine herstellingen* (Netherlands Minor Repairs Decree)).

#### 6.4.4

The tenant is not permitted to install kennels, dovecots, rabbit hutches or other animal abodes in, to or on verandas, galleries or balconies.

#### 6.4.5

Hard floor covering such as quarry tiles, tiles, parquet, laminated, wooden and cork floors and the like may be fitted, provided that the landlord has granted prior written permission thereto or has otherwise established a policy in respect thereof.

## **Use of parking spaces and loading areas**

### 6.5

The parking of cars, motorcycles and other vehicles is only permitted in the designated parking spaces. The parking of car wrecks, caravans, trailers, boat trailers and the like is not permitted. The landlord will determine which parking spaces are to be used for the disabled and which areas are to be used as loading areas.

## **Subletting or allowing use to third parties**

### 6.6.1

The tenant is expressly not permitted to either wholly or in part sublet the rented accommodation or allow third parties use thereof, without the prior written permission of the landlord. A request for permission must be made in writing, stating the name of the subtenant, the rent for the subtenancy and the commencement date of the intended subtenancy agreement. Verbal permission will not be considered permission. Permission granted by the landlord will be non-recurrent and will not apply to any other or successive cases.

### 6.6.2

In the event that the tenant has, either wholly or in part, sublet or let the rented accommodation or allowed third parties the use thereof, without the written permission of the landlord, the burden of proof that the tenant has retained uninterrupted principal residence of the rented accommodation will rest with the tenant. In respect of unauthorised subletting applies furthermore that the tenant must pay all income obtained from the subletting to the landlord, without prejudice to the right of the landlord to claim the contractual penalty as referred to in Article 14 of these terms.

### 6.6.3

In the event that the landlord has reason to assume that the rented accommodation is, either wholly or in part, being sublet or that third parties are being allowed use thereof, either wholly or in part, the tenant will be obliged to cooperate in any investigation conducted for that purpose by the landlord. The landlord and/or third parties on behalf of the landlord will have the right to access the rented accommodation in connection with this investigation. If requested, the tenant will, among other things, be obliged to provide the personal details of the user(s) or subtenant(s) and the subtenancy agreement.

## **Protection of residential climate**

### 6.7.1

The tenant must ensure that no nuisance, hindrance or damage and/or loss is caused to neighbours by the tenant, the members of the tenant's household, pets or third parties present on account of the tenant in the rented accommodation and/or in the immediate vicinity thereof or in the communal areas.

### 6.7.2

The tenant is not permitted to grow, or traffic in, hemp in the rented property or in any communal areas, or in a part thereof, or in the immediate vicinity of the rented accommodation, or to set up a hemp nursery in the rented accommodation. The tenant is aware of the fact that having a hemp nursery will cause damage to the rented accommodation, will constitute a danger and will also cause a nuisance. Acting in contravention of this prohibition is such a serious matter that this will justify dissolution of the tenancy agreement and vacation of the rented accommodation at the earliest opportunity.

### 6.7.3

The tenant is also not permitted to traffic in or produce qat, soft drugs, hard drugs or other substances banned by the government or to make use or cause use to be made thereof in a group in the rented accommodation or in any communal areas, or a part thereof, or in the immediate vicinity of the rented accommodation. The tenant is aware that acting in contravention of the aforementioned may involve nuisance such as pollution, vandalism and so forth. Acting in contravention of this prohibition is such a serious matter that this will justify dissolution of the tenancy agreement and vacation of the rented accommodation at the earliest opportunity.

#### 6.7.4

In the event that any third parties disturb the tenant's enjoyment of the rented property by causing a nuisance, or in any other manner, the tenant will inform the landlord thereof immediately and whenever possible in writing and with details.

### **Measures limiting damage/duty of care**

#### 6.8.1

The tenant is obliged to take the necessary measures to prevent damage to the rented accommodation, including any communal areas or group areas, and in particular damage to, among other things, pipes, sanitary facilities, systems, sewerage and the like in the case of fire, storm, water and similar calamities. The tenant is especially obliged, in the case of frost, to take all measures available to him to prevent the central heating system, the hot-water system, the water pipes and other pipes from freezing. In the event that the tenant is absent during the heating season, the tenant is not permitted – in view of the danger of freezing of the aforementioned systems – to switch off the radiators of the central heating system.

The tenant must inform the landlord immediately, in writing (however, if necessary, in any manner whatsoever), of any imminent damage or damage (to be) caused, whatever the cause, as well as of any defects in the rented accommodation.

In the event that any third parties disturb the tenant's enjoyment of the rented property, the tenant will notify the landlord thereof immediately, in writing. Should the tenant fail to do so, the damage caused as a result thereof to both the rented accommodation and the property of third parties will be borne by the tenant.

#### 6.8.2

In respect of damage that comes under the scope and cover of any contents insurance taken out by the tenant, the tenant must first contact the insurer.

### **Obligation to cooperate**

#### 6.9.1

The landlord will have the right to enter the rented accommodation in the following situations. The tenant will therefore allow the landlord to enter the rented accommodation:

- in order for the landlord to inspect whether the obligations of the tenant pursuant to these General Terms of the Tenancy Agreement are complied with, should the landlord have reason to assume non-compliance on the tenant's part of the obligations pursuant to these General Terms of the Tenancy Agreement;
- for the purpose of any work to be carried out by the landlord;
- in order for the meter to be read and the like.

The 'landlord' will also be understood to mean persons appointed by or on behalf of the landlord. These persons must be able to furnish proof of their identity.

In the case of emergencies and for the protection of properties adjacent to and in the vicinity of the rented accommodation, the landlord will also have the right to enter the rented accommodation without consulting the tenant. The landlord will ensure that the rented accommodation is properly locked when the landlord leaves. The landlord will make an effort to inform the tenant how the latter will be able to regain access to the rented accommodation.

The tenant will observe the regulations and instructions, as the case may be, of the landlord or third parties engaged on the instructions of the landlord, in respect of the use of the rented accommodation and the use of the systems and facilities present in the rented accommodation.

#### 6.9.2

The landlord will have the right, without owing any compensation in respect thereof to the tenant, to install pipes intended for, among other things, central heating or central systems over, through or to the rented accommodation, and the tenant will be obliged to allow such. However, the landlord undertakes to pay for or repair all damage to property of the tenant caused by or during the installation of such pipes.

### **Obligation to disclose**

#### 6.10.1

In the event that the tenant is married or enters into a registered partnership after conclusion of the tenancy agreement, the tenant will inform the landlord thereof immediately, in writing. In doing so, the tenant will submit the personal details of the partner.

#### 6.10.2

In the event that the tenant's right to tenancy has ceased due to a divorce or a judicial separation, the tenant will be obliged to notify the landlord, in writing, of the fact that the tenant's right to tenancy has ceased, immediately after the court order, in the form of which this was decided, became final and conclusive.

Until such time as the tenant has notified the landlord, as referred to above, the tenant will remain liable vis-à-vis the landlord for the fulfilment of all the obligations pursuant to this tenancy agreement. The aforesaid will also apply to the termination of a registered partnership.

In the event that the co-tenant continues the tenancy agreement as tenant, the co-tenant will be obliged to notify the landlord thereof immediately, in writing.

### **Minor repairs carried out by the tenant**

#### *Article 7*

##### 7.1.

The tenant will bear the cost of all minor repairs as referred to in the *Besluit kleine herstellingen* (Netherlands Minor Repairs Decree) of 8 April 2003, pertaining to the designation of repairs which must be considered minor repairs as referred to in Article 240 of Book 7 of the *Burgerlijk Wetboek* (Netherlands Civil Code). This decree is included as an appendix to this agreement.

##### 7.2

In the event that an arrangement is effected with regard to the minor repairs, this arrangement will be provided for in a further agreement between the parties.

##### 7.3

All work to be carried out by the tenant must be carried out by an expert and in good time. The tenant will, with regard thereto, observe the regulations laid down by the government or the landlord.

### **Urgent work carried out by the landlord**

#### *Article 8*

##### 8.1

The tenant will permit all urgent work which needs to be carried out in the rented accommodation and/or in the adjacent properties and/or the central facilities. The tenant will also cooperate in every way required and perform every act necessary for the landlord so the latter is able to carry out such urgent work. 'Urgent work' will also be understood to mean work to be carried out as a result of a notice from the government or a court ruling.

##### 8.2.

The tenant will not be entitled to a reduction of the rent or to compensation as a result of urgent work or renovation work to be carried out.

##### 8.3

In the event that the landlord wishes to either wholly or partially renovate the complex of which the rented accommodation forms a part, the landlord must propose such to the tenant in writing. This proposal is assumed to be reasonable if **70%** or more of the tenants of the complex has agreed thereto. In the event that the tenant has not agreed to the proposal nor demanded a judicial decision with regard to the reasonableness of the proposal within eight (8) weeks of the written notification of the landlord to the effect that **70%** or more of the tenants has agreed to the proposal, the tenant will be bound thereto. The



tenant will at such time be obliged to cooperate in every way in the execution of the work.

8.4.

With the exception of very urgent situations, the aforesaid work will take place on working days after prior notification of the time.

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

#### *Article 9*

9.1

The tenant is not permitted to carry out any alterations or additions in, to and/or on the rented accommodation, both on the inside and outside, unless the landlord has permitted such by granting written permission in advance and/or unless the landlord has laid down a policy with regard thereto stating otherwise. The 'outside' of the rented accommodation will also be understood to include the installation and/or construction of a dish aerial, sun blinds, extensions and additions. This list is explicitly not limitative.

The tenant is in any case permitted, without permission being required, to carry out alterations and additions on the inside of the rented accommodation, if these can be removed without considerable cost, except where such alterations or additions cause danger, nuisance or hindrance to the landlord or third parties.

9.2

Any permission granted by the landlord will be specific and once-only and will not apply to similar cases.

9.3

The landlord may attach conditions to such permission, which can, among other things, relate to:

- the manner in which alterations and additions are made;
- the identity of the person who will carry out the work;
- the nature and quality of the materials to be used;
- the prevention of damage to the structure of the rented accommodation or the building;
- government (building) regulations;
- the maintenance of the alteration;
- the prevention of nuisance to third parties;
- insurance, tax and liability;
- etc.

9.4

In the event that the landlord does not indicate otherwise when granting permission, the alteration or addition must be removed upon termination of the tenancy agreement.

9.5

In the event that the landlord, when granting permission, has indicated that the alteration or addition need not be removed, the tenant will, upon termination of the tenancy agreement, transfer the alteration or addition to the landlord for no consideration. At such time, the parties will in any case assign a value of € 0 to the alteration or addition. The aforesaid explicitly does not apply in the event that the landlord and the tenant have agreed otherwise, whether on the basis of a policy developed by the landlord with regard thereto or otherwise.

9.6

The tenant will, in respect of the facilities and alterations carried out by the tenant, be obliged to repair all defects and carry out any repairs.

9.7

Any alterations carried out in contravention of the conditions of the landlord must, on the landlord's demand, be removed immediately by the tenant, without the tenant being entitled to compensation.

9.8

The tenant will be liable for any damage and/or loss sustained by the landlord or third parties due to an alteration or addition carried out by the tenant. The tenant will in any case indemnify the landlord against claims made by third parties in respect of loss and/or damage caused by alterations or additions to the rented accommodation carried out by the tenant.

9.9

'Additions carried out' will explicitly also be understood to mean the planting of shrubs and trees.

9.10

In the event that any objects affixed by the tenant need to be (temporarily) removed in connection with maintenance or repair work to the rented accommodation or the building or complex of which the rented accommodation forms a part, the costs of removal, any storage and reaffixing will be borne by the tenant, irrespective of whether the landlord has granted permission for these objects to be affixed.

## **Termination of the tenancy agreement**

### *Article 10*

10.1

Notice of termination of the tenancy agreement must be given in writing, by registered letter.

10.2

Notice of termination by the tenant may be given on whatever grounds, on or before any day of the month. The tenant must observe a notice period of at least one month and not more than 3 months.

10.3

Notice of termination of the tenancy agreement by the landlord will take place with due observance of a period of at least three months. This period will be extended by one month for each year the tenant has had uninterrupted enjoyment of the rented accommodation, up to six months at the most.

10.4

The notice of termination by the landlord may only be given pursuant to one or more of the grounds referred to in the *Burgerlijk Wetboek* (Netherlands Civil Code).

10.5

The tenant is obliged to offer interested parties the opportunity to view the rented accommodation should the landlord wish to let or sell the rented accommodation after termination of the tenancy agreement. This will take place in consultation with and after arrangement with the tenant.

## **Giving possession of the rented property upon termination of the tenancy agreement**

### *Article 11*

11.1

Upon termination of the tenancy agreement, the tenant is obliged to hand over all keys of external doors and to give the landlord completely vacant, cleared and clean possession of the rented accommodation in the condition in which, in accordance with the description, the tenant received the rented accommodation upon commencement of the tenancy agreement, with the exception of normal wear and tear. That which is stipulated in the third paragraph of this article will apply to any alterations and additions carried out by the tenant in the rented accommodation.

#### 11.2

The landlord will, in good time prior to the termination of the tenancy agreement, conduct a preliminary inspection of the rented accommodation, in respect of which the tenant must render his/her cooperation. Immediately after the preliminary inspection, the landlord will prepare an inspection report, in which the landlord will lay down which repairs must be carried out by and at the expense of the tenant prior to the termination of the tenancy agreement, as well as the costs of these repairs as estimated by the landlord. The tenant will receive a copy of this inspection report.

#### 11.3

In respect of any alterations and additions carried out by the tenant, with or without permission, the following rules will apply upon termination of the tenancy agreement:

- a. the tenant will be obliged to remove the alterations and additions upon termination of the tenancy agreement, if such was stipulated by the landlord in writing when permission was granted. Upon termination of the tenancy agreement, the landlord and the tenant will inspect the rented accommodation for the second time (final inspection) and this will be done on the basis of the preliminary inspection report;
- b. the tenant will not be obliged, upon termination of the tenancy agreement, to remove alterations and additions for which permission was granted, as referred to in Article 9.1, provided that these are in a good state of repair, with the exception of alterations and additions which the tenant must remove in accordance with Article 11.3.a.  
Without prejudice to the provisions of this Article 11.3, the tenant will at all times have the right to remove any alterations and additions carried out by the tenant, provided that the tenant returns the rented accommodation to the condition it was in upon commencement of the tenancy agreement;
- c. the landlord may demand that the tenant remove alterations and additions carried out without permission or which fail to comply with the conditions of Article 9.3.

#### 11.4

In the event that the tenant fails to cooperate in the inspection(s), the findings of the landlord recorded in the inspection report(s) will be deemed correct, unless the contrary is proved by the tenant.

#### 11.5

Upon termination of the tenancy agreement, the tenant will be obliged, on the date of vacation, to hand over the keys of exterior doors to the landlord or the landlord's authorised representative. In the event that the tenant fails to hand over the keys, the tenant will be deemed to no longer be using the rented accommodation and to have conferred authority on the landlord to gain access to the rented accommodation and take control thereof.

#### 11.6

In the event that, upon termination of the tenancy agreement, the tenant has failed to fulfil his/her obligations to repair, fully vacate and, if necessary, remove any alterations and or additions carried out, the landlord will have the right to carry out all the work necessary as a result thereof, or cause such work to be carried out, at the tenant's expense, in which respect the tenant will now for then undertake to pay such costs. Any other damage and/or loss caused due to negligence on the part of the tenant will also be at the tenant's expense. No further notice of default will be required in respect of the aforementioned.

#### 11.7

In the event that damage, which the tenant ought to have repaired, is not discovered until during or after vacation, the landlord will have the right to have such repair work of the tenant's carried out, without the tenant having to be given notice of default in respect thereof by or on behalf of the landlord. The landlord may in such case also grant the tenant a reasonable period of time in which to still carry out such work, in which case the tenant will retain full liability for the rented accommodation, even after termination of the tenancy agreement.

The landlord may request compensation for this period of time, calculated on the basis of the last applicable rent, and compensation for additional supplies and services.

#### 11.8

Any objects left by the tenant in the rented accommodation after termination of the tenancy agreement will become the property of the landlord. The objects will be deemed to have been given up for no consideration. The landlord may make free use thereof. These objects will be removed by the landlord at the tenant's expense.

The provisions of this paragraph will not apply to movable property which the tenant has transferred to the subsequent tenant, provided that the landlord was informed of such transfer in good time, in writing. The landlord will not accept any liability whatsoever for such objects.

### **Liability of the tenant and the landlord**

#### *Article 12*

##### 12.1

The landlord will not be liable

- for damage and/or loss and impairment of quiet enjoyment under a tenancy agreement suffered by the tenant and/or the members of the tenant's household or
- for damage to objects belonging to the tenant and/or the members of the tenant's household as a result of visible or hidden defects in the rented accommodation,

unless

- such damage and/or loss or impairment of quiet enjoyment under a tenancy agreement is imputable to the landlord or
- if such damage and/or loss was caused by a defect which existed at the time the tenancy agreement was concluded and which, at such time, was known to the landlord or which the landlord should have been aware of.

##### 12.2

The landlord will not be liable for any injury and/or damage caused to the tenant or the members of the tenant's household personally and/or to objects belonging to the tenant or the members of the tenant's household due to a storm, frost, a lightning stroke, heavy snowfall, floods, a rise or fall in the groundwater level, natural disasters, acts of war and other calamities.

##### 12.3

The tenant will be liable for any damage to the rented accommodation, which includes any communal or group area(s), caused in the event that the tenant has failed in the performance of an obligation under the tenancy agreement, which failure is imputable to the tenant.

All damage, with the exception of fire damage and damage to the exterior of the rented accommodation, will be presumed to have been caused as a result thereof.

Furthermore, the tenant will bear all costs for repair of damage caused by negligence, injudicious use or incompetent maintenance in respect of the systems, together with their fittings, on the part of the tenant or persons appointed by the tenant.

##### 12.4

The tenant will be liable towards the landlord for both the tenant's own conduct and the conduct of those persons using the rented accommodation or present therein on account of the tenant.

### **Default on the part of the tenant**

#### *Article 13*

##### 13.1

In the event that the tenant defaults in the performance of any obligation, resting with the tenant pursuant to the law and/or the tenancy agreement, and as a result of which the landlord must take judicial and/or extrajudicial measures, all necessary costs arising as a result thereof will be borne by the tenant. Such 'necessary costs' will in any case be understood to mean the costs incurred with respect to the issuing of a warning, collection costs, costs incurred in connection with the notice of termination of the tenancy

agreement and forced vacation, the costs incurred in respect of the bailiff, the debt-collection agency and lawyers.

### 13.2

The extrajudicial collection costs to be paid by the tenant pursuant to this article will be due at such time as the landlord passes on the debt owed by the other party for collection and will amount to at least 15% of the debt passed on for collection, increased by the applicable *BTW* (Dutch VAT) percentage.

## **Penalty/penalties owed**

### *Article 14*

The tenant will be obliged to pay the landlord an immediately payable penalty of € 25 for each calendar day, in the event that the tenant violates any stipulation of these general terms, without prejudice to the tenant's obligation to still act in accordance with these general terms and without prejudice to the landlord's other rights to compensation.

The penalty amount referred to is based on the price level on 1 January 2003 and will, with effect from 1 January 2004, be indexed annually, without written notification, in accordance with the consumer price index 'all households', published by the *Centraal Bureau voor de Statistiek, CBS* (Netherlands Central Bureau of Statistics).

This penalty will be due, without judicial intervention, for each day such violation continues.

## **Manager**

### *Article 15*

In the event that a manager has been or is appointed by the landlord, the tenant will consult with the manager with regard to all matters concerning the agreement between the tenant and the landlord. The tenant will be notified in advance of any such management.

## **Personal details**

### *Article 16*

The tenant will, upon entering into and by signing this tenancy agreement, grant permission to the landlord and to (any) manager to enter/process the personal details of the tenant in a filing system.

## **Deposit**

### *Article 17*

In the event that the tenant provided a deposit upon entering into the tenancy agreement, the landlord will repay the deposit within a reasonable period of time after termination of the tenancy agreement, on the understanding that the landlord will have the right to offset the deposit against any damage and/or loss sustained by the landlord as a result of incorrect delivery and/or improper conduct of the tenant (which will also be understood to mean rent arrears). No interest will be paid on the deposit.

## **Entry in the population registry**

### *Article 18*

The tenant will be obliged to enter his/her name as inhabitant in the *Gemeentelijke Basisadministratie, Bevolkingsregister*, (Netherlands Municipal Personal Records Database, Population Registry), within not more than two working days of commencement of the tenancy agreement.

The tenant must, at the request of the landlord, present proof of such registration to the landlord within 5 working days of registration in the *Gemeentelijke Basisadministratie*.

### **Other stipulations**

#### *Article 19*

The costs for the consumption of water, gas, electricity and other power will be borne by the tenant, also in the event that the supplier charges such costs to the landlord. Such costs will include, among other things, the costs incurred for the conclusion of a supply agreement and the meter hire in respect thereof and the costs incurred in connection with the supply of image, sound and other signals.

The tenant will be obliged to comply with the regulations and instructions of the relevant authorities and will permit the installation and reading, at the tenant's expense, of the relevant systems. Penalties, expenses and damage and/or loss caused by or payable due to acts on the part of the tenant in contravention of such regulations and instructions, relating to these facilities, will be chargeable to the tenant.

#### *Article 20*

In the event that circumstances give rise thereto – this at the discretion of the landlord – the landlord will have the right to remove part of the garden, belonging to the rented accommodation, from the tenancy agreement.

Any decrease in the rent as a result thereof will be effected if reasonable grounds exist thereto.

The landlord will be obliged to pay a reasonable compensation for the plants and shrubs planted by the tenant in the part of the garden removed from the tenancy agreement.

The landlord will notify the tenant, prior to the execution of such decision, of the intention to remove part of the garden belonging to the rented accommodation from the tenancy agreement. The landlord will, with regard thereto, also indicate in what manner the aforesaid compensation will be calculated.

**Staatsblad (Netherlands Bulletin of Acts and Decrees) 2003 168**

**Decree of 8 April 2003, designating repairs which are to be considered minor repairs pursuant to Section 240 of Book 7 of the *Burgerlijk Wetboek* (Netherlands Civil Code) (*Besluit kleine herstellingen* (Minor Repairs Decree))**

We Beatrix, by the grace of God, Queen of the Netherlands, Princess of Orange-Nassau, etc. etc. etc.  
On the recommendation issued by the *Minister van Volkshuisvesting, Ruimtelijke Ordening en Milieubeheer* (Netherlands Minister of Housing, Spatial Planning and the Environment) of 14 November 2002, no. MJZ2002095609, also issued on behalf of the *Minister van Justitie* (Netherlands Minister of Justice);

Taking account of Section 240 of Book 7 of the *Burgerlijk Wetboek* (Netherlands Civil Code);

Having consulted the *Raad van State* (Netherlands Council of State) (opinion of 17 January 2003, no.W08.02.0520/V);

Having seen the more detailed report of the *Minister van Volkshuisvesting, Ruimtelijke Ordening en Milieubeheer* (Netherlands Minister of Housing, Spatial Planning and the Environment) of 2 April 2003, no.MJZ2003025743, also issued on behalf of the *Minister van Justitie* (Netherlands Minister of Justice);

Have approved and decreed the following:

**Article 1**

The repairs designated in the schedule to this Decree shall in any case be considered minor repairs pursuant to Section 240 of Book 7 of the *Burgerlijk Wetboek* (Netherlands Civil Code).

**Article 2**

This Decree shall take effect as of a date to be determined by Royal Decree.

**Article 3**

This Decree shall be cited as: *Besluit kleine herstellingen* (Netherlands Minor Repairs Decree).

We order and command that this Decree, together with the relevant explanatory memorandum, shall be published in the *Staatsblad* (Netherlands Bulletin of Acts and Decrees).

The Hague, 8 April 2003

Beatrix

The *Minister van Volkshuisvesting, Ruimtelijke Ordening en Milieubeheer* (Netherlands Minister of Housing, Spatial Planning and the Environment), H. G. J. Kamp

The *Minister van Justitie* (Netherlands Minister of Justice), J. P. H. Donner

Published on the twenty-ninth of April 2003

The *Minister van Justitie* (Netherlands Minister of Justice), J. P. H. Donner

### **Schedule to Article 1 of the *Besluit kleine herstellingen* (Netherlands Minor Repairs Decree)**

- a. to whitewash internal walls and ceilings and to paint interior woodwork and, if necessary, to wallpaper the internal walls;
- b. to perform the preparatory work for the work described under a., which will in any case include the filling, sanding and infilling of holes, dents and minor (shrinkage) cracks;
- c. to fasten and secure any loose parts of the accommodation, which will in any case include loose:
  - stair handrails, door knobs and thresholds;
  - electric switches, wall sockets and doorbells;
- d. to replace and renew, without any considerable costs being involved, components and parts of the accommodation which are easy to replace and are located within the living space of the rented accommodation, which components and parts will in any case include:
  - tap washers and other parts of taps that are easy to replace;
  - door knobs, hinges, locks and fasteners of the doors and windows;
  - floor and ceiling grids;
  - keys of interior and exterior locks;
  - fittings for shower room and toilet unit;
  - fittings for the WC;
  - electric switches, wall sockets, doorbells, cable, telephone and computer connections and similar components of data networks;
- e. to keep in working order, to regularly check the movability of and to oil, grease or descale, if such is necessary, any moving parts, which will in any case include:
  - hinges of doors, shutters and windows;
  - locks;
  - taps;
- f. to take measures to prevent (repairs in connection with) frozen taps;
- g. to replace lamps on the outside of the living space of the rented accommodation and in the communal (external) areas;
- h. to replace damaged panes and built-in mirrors, in so far as this does not involve any considerable costs;
- i. to maintain and replace, without any considerable costs being involved, any parts of technical systems located within the living space of the rented accommodation and forming a part thereof, in so far as such work is of a simple technical nature and does not require specialist knowledge, which work will in any case include:
  - bleeding the heating system and replenishing the water;
  - restarting the heating system after failure;
  - replacing filters of the (mechanical) ventilation and keeping the grilles clean;
- j. to install and maintain draught prevention measures, if necessary and in so far as this does not involve any considerable costs;
- k. to replace and renew, without any considerable costs being involved, components and parts of the accommodation which are located outside the living space of the rented accommodation and are easy to replace, which components and parts will in any case include:
  - parts of the letterbox;
  - parts of the outdoor light;
  - parts of the carport;
  - parts of the flagpole support;
- l. to maintain gardens, grounds, drives and boundary partitions in such manner that these appurtenances appear well looked after, which will in any case include:
  - in the case of first occupation of an accommodation, the garden or grounds belonging to the living space of the rented accommodation: the laying out of the garden or grounds, with the exception of the laying of drives and access paths and the construction of a simple boundary partition;
  - levelling the garden and applying top soil;
  - regularly mowing the grass;
  - regularly removing weeds from the garden and between the tiles of drives, access paths and patios;
  - replacing any broken tiles;
  - regularly trimming hedges, hedgerows and trees in need of pruning;



- replacing any plants and shrubs that have died;
  - replacing damaged boards or segments of wooden boundary partitions, straightening wooden boundary partitions and keeping such partitions straight;
  - in the event that boundary partitions are painted or stained: regularly painting or staining boundary partitions;
- m. to sweep chimneys, discharge canals and ventilation ducts, if necessary and in so far as these are accessible to the tenant;
  - n. to keep the indoor plumbing clean and to unblock the indoor plumbing, if necessary, up to the connection point from the living space of the rented accommodation onto the municipal sewerage system or the main sewer, in so far as this plumbing is accessible to the tenant;
  - o. to keep the refuse chute clean and to unblock the refuse chute, if necessary, and to keep the refuse container area clean, in so far as this facility and area are accessible to the tenant;
  - p. to keep the living space of the rented accommodation and the communal areas clean;
  - q. to clean the inside and outside of the windowpanes, frames, doorposts, the painted woodwork and other painted parts, and to keep these clean, in so far as these are accessible to the tenant;
  - r. to control pests, in so far as this does not involve any considerable costs and in so far as the presence of such pests is not the result of the structural condition of the accommodation;
  - s. to regularly clean gutters and rainwater pipes, in so far as these are accessible to the tenant;
  - t. to regularly remove any litter;
  - u. to remove graffiti, in so far as this does not involve any considerable costs and in so far as this graffiti is accessible to the tenant;
  - v. to empty soakaways and cesspits and septic tanks.

### **Explanatory Memorandum**

Pursuant to Section 217 of Book 7 of the *Burgerlijk Wetboek* (Netherlands Civil Code, hereinafter: Civil Code), minor repairs will be at the expense of the tenant. These are repairs that tend to be necessary as a result of what commonly occurs during normal use of the accommodation by the tenant. Otherwise than the formerly applicable Section 1619 of Book 7A of the Civil Code, Section 217 does not contain any exceptional provision in the event that the minor repairs have become necessary as a result of «force majeure». However, an exceptional provision does of course apply in cases where the minor repair is a result of a defect not repaired by the landlord in a timely manner. Such a minor repair will be chargeable to the landlord.

Section 217 is worked out in more detail in Section 240 of Book 7 of the Civil Code, which is implemented by the present Decree. Pursuant to the latter Section, repairs may be designated by order in council, which repairs are to be considered minor repairs payable by the tenant, in accordance with Section 217. The enumeration in the schedule is not comprehensive, hence other repairs, which also tend to be necessary as a result of what commonly occurs during normal use of the accommodation by the tenant, may also be chargeable to the tenant.

In enumerating the minor repairs, case law established since the late nineteen-eighties, also relating to the passing on of costs, was observed whenever possible and, if necessary, worked out in more detail. In this respect, the following also requires attention.

In the first place, in some components of the list of minor repairs (points m, n, o, q, s and u) the accessibility criterion is used which basically entails that repairs to facilities and systems are not considered minor repairs if the facilities or systems, due to being physically inaccessible or on account of a contractual prohibitory provision, are inaccessible to the tenant, as a result of which the tenant cannot possibly carry out such maintenance him/herself. Whether the tenant is able to carry out the maintenance him/herself must be determined based on objective standards. If the tenant should, according to objective standards, be able to carry out the maintenance but is unable to do so in actual practice, it is conceivable that the tenant will have others carry out the maintenance. In the event that the tenant has the maintenance carried out by the landlord, the latter may charge these costs as service costs.

Furthermore, in some places the criterion is used that the repairs do not involve any considerable costs (points d, h, i, j, k, r and u) and are consequently to be considered minor repairs. This criterion has also not been applied across the board. There are repairs which are to be considered minor repairs, yet nevertheless involve considerable costs. Examples are interior paintwork and the maintenance of the garden, which work will be at the tenant's expense. An example of a situation where costs do play a part

is the replacing of a windowpane. Panes which are easy to replace in a glass internal door, in an external door or in a window that is easily accessible and the replacement of which consequently does not involve any considerable costs, will be at the expense of the tenant. If, however, an expensive pane is concerned or a pane that cannot be easily accessed by the tenant or is technically difficult to install and considerable costs will consequently be incurred, then these costs will be payable by the landlord.

In respect of the above, the self-activation regulation provided for in Sections 215 and 216 of Book 7 of the Civil Code should also be taken into consideration. To begin with, the statutory division, *Staatsblad* (Netherlands Bulletin of Acts and Decrees) 2003 168 5, concerning repairs, does not apply if changes and additions, within the meaning of Sections 215 and 216 of Book 7 of the Civil Code, have been made to the accommodation. However, those provisions are of importance, as it can, pursuant to Section 242 of Book 7 of the Civil Code, be agreed on that *all repairs* to changes or additions made by the tenant will be at the expense of the tenant.

The case may also be that repairs, which do not come under the minor repairs of Section 217 of Book 7 of the Civil Code, are nevertheless chargeable to the tenant as these are repairs of damage for which the tenant is liable pursuant to Section 218 of Book 7 of the Civil Code.

According to Section 233 of Book 7 of the Civil Code, 'accommodation' is also understood to mean the appurtenances belonging to such accommodation, such as communal areas and facilities. Minor repairs to the aforesaid communal areas and facilities should, in certain cases, also be carried out by or on behalf of the tenant. This does not need to be explicitly restated in this Decree. If, however, only the minor repairs in or to the accommodation itself are meant and not those relating to the communal appurtenances, this is explicitly stated by the limitation that these repairs are repairs in respect of a facility relating to the «living space of the rented accommodation».

In this context, this Decree does not include repairs to movable goods rented with the accommodation, which are considered minor repairs. These movable goods do not come under the definition of accommodation.

This Decree was prepared in consultation with rent law experts and submitted to the organisations of tenants and landlords and the *Overleg Voorzitters van Huurcommissies* (Netherlands Association of Chairmen of Rent Assessment Committees) for advice. Their recommendations have been taken into account as much as possible.

The *Minister van Volkshuisvesting, Ruimtelijke Ordening en Milieubeheer* (Netherlands Minister of Housing, Spatial Planning and the Environment),  
H. G. J. Kamp