

TENANCY AGREEMENT

RESIDENCE

ACADEMIC YEAR 2017-18

CONTRACT REFERENCE:

This agreement is made between:

KU Leuven, having its registered office at 3000 LEUVEN, OUDE MARKT 13, represented by:

First name and surname

Work address:

Street, number

Postal code, town/city

Telephone / mobile phone

E-mail address

hereinafter referred to as the LANDLORD

AND

First name and surname:

Date of birth:

Place of birth:

Country of birth:

National number:

☐ Student/researcher at

☐ KU Leuven

☐ UC LEUVEN

☐ LUCA

☐ VlerickLEUVEN

With student/staff number :

☐ Student enrolled at another university or college

Educational institution:

Studentnumber:

Whose main residence is:

Street, number:

Postal code, town/city:

Telephone /mobile phone:

E-mail address:

hereinafter referred to as the TENANT

The parties agree as follows:

Article 1 - OBJECT AND INTENDED USE

The Landlord lets

- ☐ a student room
- ☐ a studio flat
- ☐ an apartment,

intended for occupancy by.....person(s), located at:

Street and number:

Postcode, municipality:

Room number:

for the duration of the stay during the academic year.

The Tenant is not allowed to make it his or her principal place of residence. In no case whatsoever is the Tenant allowed to change the intended use of the property. The rented property can only be used as a temporary residence, either by a student or a researcher.

The Tenant-student must be enrolled at a university or college for and during the respective rental period for at least 27 credits¹.

The Tenant-researcher² must be a staff member at one of the above-mentioned institutions and work on a campus located within the territory of the city of Leuven on the commencement date of the rent.

The Tenant must prove either of these capacities, at the latest within one month after the agreement has taken effect.

Article 2 - DESCRIPTION

The rented property contains a bed, a mattress, a wardrobe, a table and a chair.

The rented property shall be described in further detail in an accompanying inventory. The full inventory is included in the inventory of the premises.

The building contains:

- cooking and eating amenities in a common kitchen;
- showers and toilets for shared use;
- a bicycle shed;
- a central meeting space.

Article 3 - PERIOD - The rented property is rented for:

- ☐ A period of 12 months.
The rent period commences on 16 September of the current calendar year and ends on 15 September of the next calendar year.
- ☐ A period of 10 months.
The rent period commences on 16 September of the current calendar year and ends on 15 July of the next calendar year.
- ☐ Duration of the first semester
The rental agreement commences on 16 September and ends one day after the actual end of the respective semester, namely on of the next calendar year
- ☐ Duration of the second semester
The rental agreement commences six days before the actual start of the second semester, namely on and ends on 15 July of that calendar year
- ☐ Short study period/internship.
The rent period commences on and ends on

The Tenant may occupy the property uninterrupted for the course of the agreement.

¹ Derogations may be justified when tenant is a "student in his graduation year", and/or "student with disabilities", and/or registered for a semester (13 credits)

² This includes doctoral students

Article 4 - RENTAL PRICE AND EXPENSES

The rental price amounts to EUR..... per full month, which includes EUR 15.00 to rent the furniture. This rental price includes any expenses for utilities, an internet connection and use. Every room has KotNet. Depending on the educational institution, students at Leuven university colleges must also pay a separate fee for a connection to KotNet.

Article 5. - PAYMENT

By signing this tenancy agreement, the tenant agrees to pay the rent (per month or periodical) by Sepa direct debit into the following account:

IBAN:

BIC:

The tenant will complete and sign the Sepa Direct Debit Mandate form, received from the KU Leuven, and will send it to the Residence Manager, latest by the day the contract is signed.

The first payment will be debited on the start date of this agreement and the last payment will be made one rental period before the end of this agreement.

In case the tenant has been granted a mandate reference in a previous rental agreement, with as subject a rented room located within the same residence, regardless the price, as the room in the present agreement, the existing mandate reference, in case it is still valid, will be used.

All transaction costs, both in and out, are charged by transferring banks to the tenant.

Article 6. - GUARANTEE

The guarantee is **€ 330** for student rooms and **€ 700** for studios and apartments.

The tenant is only allowed to use the leased property when the guarantee has been transferred into the account specified in Article 5.

The deposit is not applied toward rent; its purpose is to cover possible damage to the accommodation, caused either by the tenant or by third parties given access to the accommodation by the tenant.

The guarantee shall be repaid or released within a reasonable period pursuant to rental agreement termination after the final account has been provided in accordance with Article 4. If no final account needs to be drawn up or if no final account is provided, the guarantee must be released one month after the rental agreement has been terminated.

The guarantee amount or balance shall be repaid in cash or deposited to the IBAN account number indicated by the Tenant.

The guarantee amount can be transferred if the same parties conclude a new rental agreement.

The Tenant is always liable for any transaction costs charged by the bank, both in the event of a bank transfer by the Tenant and in the event of a repayment to the Tenant.

Article 7. – SECOND-HOME TAX

No second-home tax is due if the tenant/student can submit proof of enrolment at an educational institution offering full-time day courses during the academic year including 1 January of the assessment year and to the extent that the amount does not exceed €90. In this case, the second-home tax is included in the rental price (price 2014, in accordance with the evolution of the consumer price index to index as applied by the city of LEUVEN).

In this case, the tax on second homes included in the rental price.

If the tenant cannot submit proof of enrolment, or if the amount exceeds € 90 (price 2014, in accordance with the evolution of the consumer price index to index as applied by the city of LEUVEN) he/she will be required to pay second-home tax.

Article 8. - INSURANCE

The landlord is required to ensure that both the building and its contents, including the tenant's personal possessions, are covered by fire insurance. The tenant's personal property is covered for fire damage up to 2643 Euro (Abex index 648 = January 2007), provided that it is not covered by another policy.

The tenant is not required to take out tenant liability insurance. The landlord's fire insurance company has waived its right of recovery. In return, the tenant agrees not to seek recovery of costs under Articles 1386 en 1721 of the Civil Code if the value of his personal possessions exceeds 2643 Euro. He undertakes to inform the insurance company covering his personal possessions of the content of this Article. The landlord is not required to have theft insurance.

Article 9 - INVENTORY OF THE PREMISES

Both parties are obliged, at both their expenses, to draw up a comprehensive inventory of the premises in each other's presence before actual occupation (key transfer) of the rented property and if important changes have been made in the rented spaces during the rent period. If no initial inventory of the premises has been drawn up by the Landlord, it is presumed that the Tenant has received the property as is at the time that he or she vacates it, unless the necessary proof to the contrary is provided. The same applies if the Landlord has not drawn up a final inventory of the premises before the end date of the contract.

Article 10. - END OF THE AGREEMENT

The tenancy automatically terminates on the agreed date without prior notice. Tacit renewal is not to be presumed. Unless other arrangements are agreed, the tenant is expected to vacate the accommodation by this date. Unless it is arranged that the tenant will return the keys in person and obtain a receipt, the tenant should send the keys to Residence Management by registered mail.

Article 11. - HOLIDAYS AND THIRD EXAMINATION PERIOD

This article only applies to student rooms rented for less than 12 months:

- If the student wishes to rent the accommodation for one or two additional periods during the summer, he must notify the landlord before the 1st of June.

- If the tenant wishes to rent a room during the third examination period, he should inform the landlord by 31 July of the current academic year. The room can only be rented for an uninterrupted period of at least 1 week, from 11 August at the earliest.

The additional rental period needs to be contiguous and a minimum of 1 week.

Article 12 - SUBLETTING AND ASSIGNMENT OF TENANCY

Subletting and assignment of tenancy are forbidden, unless the Landlord gives its written permission. The Landlord will agree to the Tenant sub-letting his or her room to a student if the Tenant participates in a study exchange programme or needs to complete an internship. The subtenant must be a student who meets the requirements in Article 1.2. The Tenant must submit the subtenant's address details and contact details to the Landlord before the start of the subrent. The primary Tenant remains liable for fulfilling the obligations towards the Landlord at all times.

Article 13 - EARLY TERMINATION

a. The rental agreement is annulled by the death of the Tenant.

b. The parties can terminate this agreement by issuing a notice of one calendar month:

- *by the Landlord:* for serious reasons attributable to the Tenant's behaviour, such as recurring contraventions of the house rules, which pose a threat to the intended use of the rented property as student accommodation. Early termination on the grounds of these reasons can only be invoked to the extent that the KU Leuven Housing Service accepts such reasons.
- *by the Tenant:*
 - for a serious reason due to which the rented property cannot be considered suitable as student accommodation.
Early termination on the grounds of these reasons can only be invoked to the extent that the KU Leuven Housing Service accepts such reasons.
 - if one of the parents of or other persons who are legally responsible for supporting the Tenant-student dies or die;

- *by either of the parties:*
 - if the Tenant officially discontinues all of his or her studies or research.
 - If the Tenant no longer meets one of the requirements stated in Article 1.2.

This article shall not apply where the Tenant graduates during the academic year, or where the Tenant refuses to officially unsubscribe.

Notice of termination must in all cases be sent by registered letter, stating the reason and enclosing the supporting documents. The period of notice commences on the first day of the first calendar month following the dispatch of such letter. A copy of this letter is submitted to the Housing Service. If, during the period of notice, a new student/researcher presents himself or herself to any of the above-mentioned institutions as a tenant who wants to rent the rented property immediately and whom the Landlord accepts, the existing rental agreement is already terminated during the period of notice and the new rental agreement takes effect at that moment, on condition that all parties agree.

Article. 14. - MAINTENANCE - REPAIRS - DAMAGE

In accordance with the relevant legal provisions, the landlord is responsible for technical maintenance and repairs. The tenant undertakes to promptly inform the landlord in writing of any damage or defect requiring repair. The landlord undertakes to carry out the repair as soon as possible.

The landlord must be able to provide a certificate of regular servicing of heating systems and chimneys by a registered contractor.

The landlord is responsible for protecting all systems against frost. The tenant also takes the necessary measures to prevent frost damage.

The tenant is liable for any damage or loss of value caused by the tenant or by any third parties whom he has given access to the property. Tenants are deemed to be jointly liable for non-attributable damage to communal areas/property and to safety installations unless this involves repairs for which the landlord is liable, normal use, maintenance or wear and tear.

The landlord must not carry out any renovations or alterations to the rented property without written consent from the tenant, except in the case of emergency repairs or force majeure, and must never carry out such work during the revision and examination period. All renovations or alterations must be clearly defined.

Article. 15. - PEACEFUL ENJOYMENT

Keeping animals or letting them stay at the rented property is forbidden unless the Landlord has given its written permission. Both parties or third parties to whom they provided access must refrain from anything which might disturb the peace of the residents or neighbours.

The Landlord undertakes to ensure quiet enjoyment of the rented property, unless the disturbance of such enjoyment is caused by acts of independent third parties. It only has access to the rented property:

- in case of force majeure;
- subject to the Tenant's permission;
- after it has warned the Tenant in advance with a view to compliance with the house rules. The written warning, including a proposed time and date, is delivered to the Tenant in good time, who can propose a new time and date, which may not be later than 5 days after the time and date initially proposed.

Article 16 - FACILITIES - SAFETY - EPC

The rented property must at least conform to the applicable Decree on the quality and safety standards for rooms and student rooms. The rented property must be sufficiently lit, ventilated and insulated against noise. The Landlord guarantees a temperature of 20°C between 7 a.m. and midnight and 12 C at night. Heating appliances where burned gases are not expelled outside are forbidden.

The Landlord undertakes to hand the Tenant the fire regulations of the residence. The Tenant confirms having received a copy of said regulations. Said regulations form an integral part of this agreement.

The Landlord states that the premises are equipped with smoke detectors, as specified by the Flemish government.

The Landlord is obliged to make available to the Tenant the operating instructions and safety instructions applicable to electrical installations and equipment.

The Tenant has taken due note of the Energy Performance Certificate, which can be consulted on the website at: <http://admin.kuleuven.be/epc>

Art. 17. - MEDIATION BY THE HOUSING DEPARTMENT

Both parties agree to submit any dispute regarding the interpretation, performance or termination of this agreement to KU Leuven's Housing Department for mediation before resorting to legal proceedings. The decision to initiate legal proceedings can be taken by either party. Mediation is not binding on either party. KU Leuven Housing department will only mediate in rental disputes when the tenant is a student studying in Leuven.

Article. 18. - REGISTRATION

The landlord is required to register the tenancy agreement. Registration is free of charge and must be done within two months of signing the tenancy agreement. The landlord is fully liable for any costs resulting from late registration. If the landlord fails to register the tenancy agreement, the tenant - in the event of the property being sold - is entitled to compensation by the landlord if the tenancy agreement is not honored by the new owner/landlord.

Article. 19. - FINAL CLAUSES

Internal regulations will be added to this tenancy agreement. The tenant is required to comply with these regulations, provided he has been able to read them before signing the agreement. These regulations must be signed by both parties and attached to all copies of the tenancy agreement. Their content must not conflict with nor detract from the provisions of the tenancy agreement.

Done at Leuven on in three original signed copies of which each party has received one.

This tenancy agreement consists of 6 pages, of which the first 5 are to be initialed by both parties. All changes to this tenancy agreement must be initialed by both parties.

The tenant must submit a copy of this agreement to the Student Administration Office of his educational institution.

The landlord must submit a copy of this agreement together with the statement of condition to the registration office.

TENANT,

LANDLORD,

Residence Manager