

TENANCY AGREEMENT STUDIO – APARTMENT – HOUSE

AS THE TENANT'S MAIN PLACE OF RESIDENCE

This model contract is made available to landlords by the KU Leuven Housing Service. By using it the landlord accepts mediation of the Housing Service in case of problems regarding this rental contract. The landlord declares that modifications/deletions/additions will be done in a visible way.

**THIS UNAUTHORIZED TRANSLATION OF THE MODEL CONTRACT IS INTENDED FOR YOUR INFORMATION ONLY.
TO CONCLUDE A RENTAL AGREEMENT PLEASE USE THE ORIGINAL CONTRACT IN DUTCH.**

Between the undersigned parties:

surname and first names
date and place of birth
with main residence of (street, no.) , (post code, town/city)
.....
telephone/mobile , e-mail address
..... henceforth referred to as the **LANDLORD**

AND

surname and first names
date and place of birth
with main residence of (street, no.) , (post code, town/city)
.....
telephone/mobile , e-mail address
☐ single ☐ married to ☐ in a legal partnership with
..... henceforth referred to as the **TENANT**

agree to the following:

Art. 1. The landlord is letting a

☐ studio ☐ apartment ☐ house. , on the floor, situated at:
street and number , town/city

The tenant declares that this accommodation is his/her main place of residence and that he/she is registered at the municipal register.
If the tenant proves not registered at the address of the rented property, the landlord is entitled to charge the tax on second homes to the tenant, as stipulated in the regulation.

The property is rented for private use. Neither the tenant nor landlord may alter the purpose of the property without express permission from the other party.

Art.2. The property comprises:

☐ corridor ☐ income hall ☐ living room ☐ dining room ☐ kitchen ☐ bathroom ☐ shower ☐ toilet bedroom(s)
☐ store room ☐ cellar ☐ attic ☐ terrace ☐ garden ☐ garage
☐ other

The house is ☐ fully furnished ☐ partially furnished ☐ unfurnished

The rented property must conform to the prevailing standards of the Housing Code.

Art.3. DURATION

☐ The tenancy agreement is concluded for a period of ☐ 1 - ☐ 2 - ☐ 3 years starting from / / 20..... (day, month, year)
The tenancy agreement can only be extended once, only in writing and under the same conditions as long as the total duration of tenancy is not longer than three years.

The tenancy agreement can be terminated subject to a period of notice of 3 months being served before the expiry of the agreed duration.

If notice is not served or not served in time, then the original tenancy agreement is continued under the same conditions, but this is presumed from the beginning to be agreed for a period of 9 years. In this case, the rent and the other conditions remain the same as those determined in the originally agreed short term tenancy agreement without prejudice to the application of articles 4 and 5 (indexing/revision of rent and costs) from the Housing Rent Act (of 20th February 1991)

☐ The tenancy is concluded for a period of 9 years starting from / / 20..... (day, month, year)
The tenant can at any time put an end to the agreement subject to a period of notice of 3 months. S/he does not need to provide a reason for terminating the agreement. However, if the tenant ends the tenancy agreement during the first three-year period, s/he must compensate the landlord. This compensation is equal to 3 months, 2 months or 1 month rent depending on whether the agreement is ended during the first, second or the third year. In cases governed by law (owner-occupation, extensive renovations, unspecified termination), the landlord can end the agreement prematurely subject to following the prescribed procedures and the legally determined compensation (article 3 from the Housing Rent Act of 20th February 1991)
After the nine-year period has ended, both parties can end this agreement without motive or without having to pay compensation on the condition that a notice is served via registered post at least 6 months before the expiry date. If this is not done, the present agreement will be extended under identical conditions for a duration of 3 years. Either party can put an end to this extended agreement on the condition that a notice of 6 months is served before the new final date.

Art. 4. RENT AND PAYMENT- The base rent amounts to € per month and is subject to annual indexation on the anniversary of the date of commencement of the agreement, according to the following formula:

$$\frac{\text{base rent} \times \text{new index}}{\text{base index}} = \text{new rent}$$

The base rent may never comprise costs and expenses incurred by the tenant. The base index is the index of the month preceding the month in which the agreement is signed. The new index is the index of the month preceding the month of the anniversary when the tenancy agreement started.

The rent is payable before the 5th of the rental month that it applies to, to IBAN account number

..... with BIC number , bank

Art. 5. COSTS

- ☐ The tenant pays costs relating to the use of ☐ water, ☐ gas and ☐ electricity, as well as the meter rent, directly to the companies concerned.
- ☐ The tenant pays a monthly advance to the landlord for the use of ☐ water, ☐ gas and ☐ electricity of €
An annual settlement of the costs will be made on the anniversary of the start of the tenancy agreement, for which the tenant is shown the invoices concerned.
- ☐ The tenant pays a fixed monthly sum to the landlord to cover the costs of ☐ water, ☐ gas and ☐ electricity of €

Art. 6. FIRE INSURANCE

- ☐ The landlord agrees to include cover for the tenant's and any subtenants' liability towards the landlord and towards third parties in his insurance policy for fire and related risks, electrical and water damage, at the expense of the tenant. Failure to comply with this obligation will result in the landlord automatically forfeiting any recourse to retrieval against the tenant. The tenant will pay the additional cost of this to the landlord, namely €
- ☐ The tenant agrees to take out fire insurance for the entire duration of the agreement against fire and related risks, electrical and water damage, within which his/her liability and that of any subtenants is covered towards the landlord and towards third parties.

Art. 7. All taxes in any manner or form that are levied on the rented property, with the exception of the tax on second homes, are the responsibility of the landlord.

Art. 8. DEPOSIT

- ☐ The rent deposit amounts to ☐ one ☐ two months base rent, which is €
This amount will be paid into an individualised and frozen rent deposit account. The interest will be paid to the tenant.
- ☐ The rent deposit amounts to three months base rent, which is €and will be arranged through a bank guarantee.
The deposit will be released at the end of the tenancy agreement, subject to the written agreement of both parties or through a judicial order.

Art. 9. DESCRIPTION OF ACCOMMODATION - Both parties are obliged to draw up a description of the accommodation, upon entering and leaving the rented property, by mutual agreement. The description has to be cross-checked, detailed and dated and must also be signed by both the tenant and the landlord. If one party prefers the description to be drawn up by an expert, s/he has to be appointed by mutual agreement and both parties will bear half of all resulting costs. The description upon entering the property has to be drawn up within one month of occupation. The description upon leaving the property has to be drawn up not later than 7 days after the end of the tenancy agreement, but before the new tenant takes up residence. If a final description of the accommodation is not made, the tenant is deemed to have left the property in the same state when s/he received it, unless evidence proves contrary. The same applies when no accommodation description upon entering has been drawn up.

Art.10. SUBLETTING AND TRANSFER OF TENANCY- Transferring this tenancy agreement is prohibited unless prior written consent has been received from the landlord. Full subletting is also prohibited. With the landlord's consent, the tenant may sublet part of property on the condition that the remaining part is still his/her main place of residence.

Art.11. MAINTENANCE – REPAIRS - DAMAGE- As governed by law, the tenant is responsible for maintenance, including having the used chimneys swept every year (except for gas fires), maintaining gutters and drains, sanitary installations, doors, windows, roll-down shutters and locks, replacing broken windows, protecting water pipes, meters and taps against frost.
Repairs resulting from normal wear and tear, age, force majeure and deficiencies in the rented accommodation are the responsibility of the landlord.

As governed by law, technical maintenance and repairs are the responsibility of the landlord.

The tenant will inform the landlord in writing as soon as possible about all damages, loss or fault that require repairs to be carried out. The landlord agrees to carry out the repairs as quickly as possible.

If the landlord fails to reply to this message within ten working days, the tenant can have urgent repairs carried out at the cost of the landlord.

Art.12. SAFETY REGULATIONS – EPC – The landlord declares that the house is equipped with smoke alarms, as prescribed by the Flemish government, on each floor. In case the house is a shared student house, the communal kitchen of the house and each student room are also equipped with similar smoke alarms.

The tenant is responsible for the maintenance and the replacement of the battery of the smoke alarm in his house.

The tenant is acquainted with the Energy Performance Certificate.

Art.13. PEACEFUL ENJOYMENT - The landlord agrees to ensure the peaceful enjoyment of the accommodation. S/he is only able to gain access to the accommodation in the event of an force majeure or with the tenant's permission.
Animals are not permitted in or allowed to stay in the rented property without written agreement from the landlord.
Both parties or third parties to whom access has been granted, must refrain from activities that may disturb the peace of residents or neighbours.
The landlord has the right to put up a sign on the front of the property and show the accommodation at least twice a week and for two consecutive hours each day during the last two months of the rental period in consultation with the tenant.

Art.14. MEDIATION BY THE HOUSING SERVICE - Both parties agree to submit all disputes arising from the interpretation, compliance with or the termination of this agreement to the Housing Service (Naamsestraat 80, 3000 Leuven, 0032 16 32 44 00, housingservice@kuleuven.be), before bringing the matter to court so that the Housing Service is able to make a proposal for reconciliation. The initiative for taking any legal steps rests with the parties themselves. The Housing Service only mediates in rental disputes with tenants who are a student at the KU Leuven.

Art.15. REGISTRATION - The landlord is obliged to register the tenancy agreement. The registration is free and should be done within two months of signing the tenancy agreement. Any costs resulting from lateness in registration will be borne by the landlord. If the landlord fails to meet the obligation to register the tenancy agreement then the tenant is entitled to compensation from the landlord if the property is sold and if the tenancy agreement is not respected by the new owner/landlord.

Art.16. FINAL CLAUSE - The tenant declares that s/he has received the legal mandatory appendices.

Drawn up in..... on in two originals, of which each has been separately signed and of which both parties acknowledge that they have received one copy.
The tenant will provide his/her educational institution with one copy of this tenancy agreement.
The landlord will provide the registration office with one copy of this tenancy agreement (Philipssite 3 A, bus 3, Leuven).

The landlord

The tenant

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Student Services KU Leuven works for the Housing Service together with the social service associations UC Leuven Limburg, LUCA-Campus Lemmens Institute and The Vlerick Business School.

Unless you object, your details will be held in a K.U. Leuven file and only used for the management of contract files, upon receipt of a copy of this tenancy agreement. In agreement with legislation concerning the protection of personal data, you are able to inspect the data and make changes where necessary. Should you wish to do so, please contact Prof. R. Gosselink, Vice-rector Studentenbeleid, Oude Markt 13 bus 5400, 3000 Leuven.