

## GENERAL TENANCY CONDITIONS OF THE ASSOCIATION OF HOUSING AGENCIES

### 1 General

- 1.1 These General Conditions form part of the tenancy agreement in which they have been declared applicable. If the tenancy agreement varies any provision of these General Conditions, the provision of the tenancy agreement will apply and the provision that was varied will not apply.
- 1.2 Amendments to the tenancy agreement and/or these General Conditions can be agreed in writing only.
- 1.3 If any provision of the tenancy agreement or these General Conditions is void or voidable, the validity of the other provisions remains unaffected. In that case, the provision that is void or has been voided will be replaced by a legally permitted provision that most closely approximates the provision that the parties would have agreed to if they had been aware of the voidness or voidability.

### 2 Availability and acceptance

- 2.1 The Landlord will make the rented property available to the Tenant in a good state of repair and free from defects known to the Landlord on the agreed date.
- 2.2 If the Rented Property is not available on the agreed commencement date of the tenancy agreement, no rent and additional charges will be payable by the Tenant up to the day on which the rented property is made available. All obligations under this agreement, including the agreed commencement terms and tenancy terms will move to the date on which the rented property is made available to the Tenant. The Tenant will not be entitled to claim dissolution of the tenancy agreement or damages, unless the late availability arises from intent, fault or gross negligence of the Landlord.
- 2.3 On commencement of the tenancy agreement, the Landlord will provide the Tenant with:
  - a. the keys to the rented property;
  - b. an inventory;
  - c. an inspection report with a description of the rented property, including the state of repair of the rented property;
  - d. a list of maintenance technicians or firms for general maintenance of the
  - e. the building;
  - f. multilingual instructions for use of the appliances present, if available;
  - g. house rules and regulations of the association of owner-occupiers in the English language.
- 2.4 The Tenant and Landlord will inspect the rented property jointly on commencement of the tenancy agreement and agree to date and sign the inventory referred to in paragraph 2.3 and the inspection report with the description of the rented property, including any comments, to express their agreement.
- 2.5 The Tenant will inform the Landlord of any damage or defects that went unnoticed at the time of the inspection within three weeks after effectively occupying the rented property. The Landlord undertakes to carry out the repairs needed in that case without delay within a reasonable term.
- 2.6 The Tenant declares to accept the rented property in accordance with the inventory referred to in this Article and the inspection report with the description of the rented property, supplemented by the comments, if any, referred to in Article 2.4. The inventory and the inspection report form part of the tenancy agreement.
- 2.7 The Tenant will be responsible for the rented property as from the commencement date of the tenancy agreement, or if, in departure from Article 4.4 of the tenancy agreement, the rented

property was made available to the Tenant earlier, as from the time that the Tenant received the keys.

### 3 Designation and use

- 3.1 The Tenant will use the Rented Property as a diligent tenant in accordance with the designated use of residential accommodation and will effectively occupy the rented property or have his principal residence there during the tenancy period. The Tenant will respect any existing real rights to the extent that they are not materially prejudicial to him and will observe any stipulated or yet to be stipulated requirements of government authorities and/or utility companies.
- 3.2 The Tenant will ensure that those living nearby will not experience any nuisance or inconvenience that is caused by the Tenant, members of the Tenant's household, pets and/or third parties in the rented property for whom the Tenant is responsible.
- 3.3 The Tenant will observe the oral and written requirements and instructions of the Landlord in respect of:
  - a. the use of the rented property;
  - b. the use of the appliances and facilities available in the rented property; and
  - c. the upkeep of any gardens that belong to the rented property.
- 3.4 If the building or the building complex of which the rented property forms part has been or is being split up into apartments, the Tenant will be obliged to observe the requirements that arise from the deed of division of property, the articles of association and the rules and regulations. If any house rules have been adopted for the rented property, the Tenant will be obliged to use the rented property and the appliances and facilities available in it in accordance with those rules.

### 4 Prohibitions, Landlord's consents

- 4.1 The Tenant will be prohibited, without prior written approval from the Landlord:
  - a. to allow other persons to live in who are not direct family members;
  - b. to let or grant the use of the rented property or part of it to a third party;
  - c. to put the rented property to another use;
  - d. to make changes and/or additions to the rented property (including the installation of disks or antennae for television or radio traffic, respectively);
  - e. (If applicable) to change or replace the carpeting and furniture present in the rented property or to take them outside the rented property;
  - f. to keep pets in the rented property.
- 4.2 Any consent of the Landlord will be given on a case by case basis and will expressly not apply to successive cases. The Landlord may attach conditions to his consent.
- 4.3 If the Tenant breaches the provisions of Article 4.1, he will forfeit a penalty payable on demand to the Landlord for each calendar day that the breach continues. The penalty will be equal to twice the applicable daily rent at that time, with a minimum of EUR 50 per day, without prejudice to the right of the Landlord to claim performance or dissolution of the tenancy agreement as well as damages.

### 5 The Tenant's maintenance obligation. Costs payable by the Tenant

- 5.1 The Tenant will be responsible at his expense for minor repairs, including everyday and preventive maintenance within the meaning of Article 7:217 of the Dutch Civil Code.
- 5.2 Minor repairs' are:
  - a. repairs that a tenant needs to make from time to time under normal use of the property and that can and may be performed to the residential property by a tenant of average skills, without requiring specialist knowledge and at negligible costs to places

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that are accessible to the Tenant with normal material and tools that are commonly used, also if the need for those repairs is entirely unrelated to the Tenant's actions;

- b. all repairs that are regarded as minor repairs pursuant to a general order in council within the meaning of Article 7:240.
- 5.3 The costs of all taxes imposed by government authorities in connection with the use of the rented property will be at the Tenant's expense even if those costs were charged to the Landlord.
- 5.4 The costs of gas, electricity or other energy and water will be at the Tenant's expense.
- 5.5 The costs of connections and subscriptions to the telephone, the television, the radio and other means of communication will be at the Tenant's expense.
- 5.6 The costs of pest control will be at the Tenant's expense.
- 5.7 The costs of annual maintenance of the central heating system, the water equipment and annual chimney sweeping will be at the Tenant's expense.
- 5.8 The additional costs for use of the central heating system will be at the Tenant's expense as specified in the statement provided by the association of owner-occupiers if the rented property is part of a block of flats and the costs of central heating, which are annually adjusted to the average consumption, are included in the total rent.
- 5.9 The insurance premiums for all property contributed to the rented property by the Tenant will be at the Tenant's expense.
- 5.10 The costs of maintenance of the balcony, the garden, the decorative tiles and sun blinds and of mowing and trimming the beds and shrubs or trees will be at the Tenant's expense.

## **6 The Landlord's maintenance obligation. Costs payable by the Landlord**

- 6.1 The Landlord will be obliged to repair any defects within the meaning of in Article 7:204(2) of the Dutch Civil Code, unless it is impossible or the expenditure needed cannot reasonably be required from the Landlord in view of the circumstances.
- 6.2 The provisions of paragraph 1 do not apply with respect to:
- a. minor repairs within the meaning of Articles 5.1 and 5.2 of the General Conditions;
  - b. defects to changes and additions made by the Tenant, either with or without the Landlord's consent;
  - c. defects for the occurrence of which the Tenant is liable to the Landlord.
- 6.3 If the Tenant notices any defects and/or a third party alleges to have any right to the rented property, the Tenant must inform the Landlord immediately. If the Tenant fails to inform the Landlord, the Tenant will be obliged to reimburse any damage that may arise as a consequence of his negligence to the Landlord.
- 6.4 The service charges and, if applicable, the advance payment for central heating to the association of owner-occupiers will be at the Landlord's expense.
- 6.5 The costs of wear and tear/aging of the rented property and the fixtures provided together with it will be at the Landlord's expense.
- 6.6 Annual maintenance of the central heating system and water heater/boiler and of sweeping the chimney, which expenses will be charged to the Tenant.

## **7 Checks, inspections and viewing. Tenant's obligation to tolerate**

- 7.1 The Tenant will allow the Landlord and any individuals who the Landlord has instructed to perform work and who have identified themselves access to the rented property at his request for a viewing of the rented property in the event of a proposed further tenancy or sale, the performance of inspections (including reading meters, performing repair work, etc).
- 7.2 Barring unforeseen circumstances, those visits or that work, respectively, will take place on business days between 7 a.m. and 6 p.m. and—to the extent reasonably possible—will be announced at least 24 hours in advance.
- 7.3 If the Landlord needs to perform urgent work in or to the rented property or in, to or onto an adjacent property or building, the Tenant will allow that to take place and will tolerate any inconvenience.
- 7.4 The provisions of Article 7.3 will also apply if the Landlord must allow another party to carry out work on a property or building next to the rented property on the basis of the statutory rights and duties between neighbours.
- 7.5 With regard to allowing the checks and inspections and tolerating the work referred to in Articles 7.3 and 7.4, the Tenant cannot claim any damages or any reduction of the rent. If necessary, the Tenant will (temporarily) remove any changes or additions that were made with or without the Landlord's consent.

## 8 Damage, liability

- 8.1 The Tenant will be liable for damage to the rented property due to any failure that can be attributed to him in performing any obligation under the tenancy agreement. All damage will be assumed to have arisen by that cause.
- 8.2 The Tenant will also be liable for damage caused by individuals who are inside the rented property with the Tenant's consent.
- 8.3 The Tenant will be obliged to adopt the measures necessary to prevent and limit any damage to the rented property, in particular, in the event of fire, storm, excess water, frost, and any similar emergency.
- 8.4 The Tenant will be obliged to report any damage, including damage for which he is liable, to the Landlord immediately.
- 8.5 The Landlord is not liable for damage caused by defects the occurrence of which cannot be attributed to the Landlord, defects to changes and additions made by the Tenant and for defects of which the Landlord was unaware and did not need to be aware of when entering into the agreement.
- 8.6 The Landlord is not liable for any factual disruption in the rental enjoyment by third parties.

## 9 Deposit/ bank guarantee

- 9.1 The Tenant will pay the Landlord the deposit referred to in Article 1.6, or have a bank guarantee provided to secure all amounts that are payable by the Tenant to the Landlord under this agreement. The Landlord will not pay any interest on the deposit. The bank guarantee must be provided in the format made available by the Landlord.
- 9.2 The Tenant will not be entitled to set off the deposit against the rent payments or other payment obligations.
- 9.3 After termination of the tenancy agreement, the Landlord agrees to refund the deposit or return the bank guarantee to the Tenant as soon as possible within three months, if necessary after deducting any outstanding claims of the Landlord against the Tenant.

## 10 Payments

- 10.1 The Tenant must always pay the rent and the other fees referred to in Article 1.6 of the agreement in advance by automatic payment order not later than the first day of every month to the bank account of the Landlord referred to in Article 1.1 of the tenancy agreement.
- 10.2 The Tenant will not invoke any discount or set-off in fulfilling his payment obligations, unless a court grants him leave to do so or that right arises from the law.

## 11 Default

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- 11.1 If a term has been set for performance of any obligation under the tenancy agreement, the Tenant will be in default by the mere expiration of that term.
- 11.2 If no term has been set for performance of an obligation under the tenancy agreement, the Tenant will be in default after being declared in default in writing, given a reasonable term for performance and still failing to perform the relevant obligation.
- 11.3 If the Tenant defaults on timely and full payment of a sum of money, he will forfeit interest at a monthly rate of 1.5% of the outstanding principal sum, calculated as from the due date up to the date of full payment of the principal sum. For this purpose, a part of the month will be regarded as a full month.
- 11.4 If and as soon as the Tenant is in default, the Landlord will have the right to require performance or dissolution, whether or not with additional damages and/or damages in lieu of performance, without any further notice of default being required.
- 11.5 All reasonable extrajudicial expenses (including the turnover tax due) that the Landlord needs to incur because the Tenant fails to perform his obligations will be at the Tenant's expense.  
Reasonable extrajudicial expenses will include the attorney fees, bailiff's fees, charges by a collection agency or other third parties incurred by the Landlord, increased by any expenses incurred by the Landlord himself. Those costs will be deemed to be at least EUR 250 per event, or if the obligation on which the Tenant defaults concerns the payment of a sum of money, 15% of the outstanding sum of money, subject to a minimum of EUR 250.

## 12 Inspection on termination of the tenancy

- 12.1 On termination of the tenancy agreement, the Tenant and the Landlord will jointly inspect the rented property and the fixtures in it and draw up a report to record any work and repairs that need to be performed at the Tenant's expense to restore the rented property to a good state of repair. The Tenant must schedule an appointment with the Landlord for that purpose on time.
- 12.2 Both the Tenant and the Landlord will receive a copy of the inspection report signed by both of them. The Landlord will provide the Tenant with a statement of the estimated costs of repairs.
- 12.3 If the Tenant does not cooperate in the preparation of an inspection report towards the end of the tenancy agreement, the inspection report of the Landlord will be binding upon the parties.
- 12.4 The Landlord will allow the Tenant to carry out the work described in the inspection report within a reasonable term to be set by the Landlord.
- 12.5 If the Tenant fails to return the rented property in a good state of repair within the stipulated term, the Landlord will be entitled to have the repair work described in the inspection report carried out and will charge the associated costs to the Tenant without further notice of default being required.

## 13 Return on termination of the tenancy

- 13.1 On termination of the tenancy agreement, the Tenant will return the rented property in a good state of repair, fully vacated, clean, together with the keys to the Landlord. The Tenant/occupant will be obliged to deregister when the agreement has terminated.
- 13.2 The Rented Property will be deemed to be in a good state of repair if, on the basis of the inventory referred to in Article 3 and the description of the rented property, it is evident that:
  - a. the Tenant has complied with his obligation to carry out minor repairs referred to in Articles 5.1 in 5.2;
  - b. the Tenant has repaired all damage to the rented property for which he was held liable pursuant to Article 8;
  - c. the changes and additions made by the Tenant with the Landlord's consent are in a good state of repair;
  - d. the Tenant has removed any changes and additions made by the Tenant without the Landlord's consent, or any changes and additions for which the Landlord granted his consent on condition that they be removed within the meaning of Article 4.2.
- 13.3 If the Tenant does not return the rented property in a clean state, the Landlord has the right to charge the cost of cleaning to the Tenant on the basis of an offer from a recognised cleaning firm. In addition, the Landlord will have the right, if the Tenant kept pets in the rented property

whether or not with the Landlord's consent, to have the rented property sanitised by a sanitation company at the Tenant's expense.

- 13.4 The Landlord will be entitled to remove any goods left behind in the rented property at the Tenant's expense after the rented property has been vacated.
- 13.5 The Tenant will pay the Landlord damages on account of loss of rent if the Tenant is to blame for any repair work that needs to be carried out after termination of the tenancy agreement. Those damages will be calculated per day and correspond to the price of the rented property. In calculating the damages, a month will be set at 30 days.

#### 14 Address for service

- 14.1 As from the commencement date of the tenancy agreement, all notices from the Landlord to the Tenant in connection with the performance of this agreement will be sent to the address of the rented property, unless the Tenant has rented the rented property for an employee. In that case, all notices from the Landlord will be sent to the Tenant's address stated in Article 1.2 of the tenancy agreement.
- 14.2 If the Tenant no longer effectively lives in the rented property or no longer maintains offices at the address referred to in Article 1.2, the Tenant must inform the Landlord promptly in writing, stating his new address and place of residence.
- 14.3 If the Tenant leaves the rented property without reporting his new address to the Landlord or no longer maintains offices at the address stated in Article 1.2, the address of the rented property will remain or will be regarded as the Tenant's place of residence.

#### 15 Personal Data Protection Act. Indexing of amounts

- 15.1 By signing the tenancy agreement, the Tenant authorises the Landlord (and any property manager appointed by the Landlord) to include the personal details of the Tenant and the members of his family in a record and to process those details.
- 15.2 All the amounts quoted in these General Conditions will be annually indexed with effect from 1 January of any year, for the first time on 1 January 2006, in accordance with the annual consumer index series for all households, published by the Central Bureau of Statistics, the foregoing on the basis of a year-by-year method.

#### 16 Disputes

- 16.1 If the tenancy agreement is drafted or also drafted in a language other than Dutch, the Dutch text will be binding between the parties and the dispute will be assessed with the help of the applicable Dutch law.
- 16.2 A court in the Netherlands will have exclusive jurisdiction to acknowledge the disputes referred to in Article 16.1.