

# General Tenancy Terms and Conditions

tenants' information

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## 1. Scope of application of these terms and conditions

These General Tenancy Terms and Conditions are part of the tenancy agreement in which they have been declared applicable. If the provisions set forth in the tenancy agreement deviate from those set forth in the General Tenancy Terms and Conditions, the provisions of the tenancy agreement shall prevail.

## 2. More than one tenant

1. This article is exclusively applicable if there is question of a two-person or multi-person household in conformity with article 3 of the tenancy agreement.
2. The tenants specified at the beginning of the tenancy agreement are each entitled to an independent and full tenancy right that they shall exercise simultaneously and with due regard for each other's rights.
3. The rent and the service charges for the aforementioned joint tenancy rights are only payable once. If the agreement comes to an end with regard to one or a number of tenants, the other tenant or other tenants shall remain liable to pay the full amount of the rent and the service charges.
4. Each of the tenants is jointly and severally liable for the full amount of the rent and for all other obligations on the part of the same and on the part of the other tenant or other tenants deriving from this agreement and pursuant to the law.
5. To terminate the agreement with regard to both or all tenants, the notice of termination must be given to or by each of them. If the notice of termination is given to or by one tenant or a number of them then the agreement shall remain in full force and effect without abatement with regard to the other tenant or other tenants.

## 3. Availability and acceptance of the let property

1. Stadswonen Rotterdam (hereinafter also referred to as: the "landlord") shall make the let property available to the tenant on the start date of the tenancy.
2. Prior to or upon commencement of the tenancy agreement a description of the let property has been drawn up that forms part of the tenancy agreement as an appendix and that has been received by both parties.
3. The tenant is deemed to have accepted the let property in a good state in conformity with the description, except to the extent that the tenant reported defects with regard to the good state of the let property in writing within seven calendar days after the commencement of the tenancy.

4. During a certain period after commencement of the tenancy agreement the tenant is deemed to give the landlord the opportunity to remedy possible defects to the let property reported in writing. Said period shall be related to the nature of the defect.

#### **4. Rent and service charges**

1. The tenant monthly pays an advance with regard to the service charges. Annually the landlord shall provide the tenant with an overview of the service charges invoiced in the previous calendar year. Differences between the incurred costs and the services charges paid in advance by the tenant shall then be settled with the tenant by the landlord, unless it regards a compensation for a fund established by the landlord. With regard to these funds applies that the advance paid by the tenant is put on par with the final settlement; hence settlement shall not take place.
2. The monthly advance applicable between the landlord and the tenant can only be increased as from the first month following the month in which the overview intended in paragraph 1 of this article has been provided.
3. The tenant is bound by a change in the delivery of supplies or services and the thereto pertaining changed advance, if that change is related to supplies or services that can only be delivered to a number of tenants together and at least 70% of those tenants have agreed with this. A tenant who does not agree with the change can within a time limit of eight weeks after the written notice given by Stadswonen Rotterdam claim a court decision in terms of the reasonableness of the proposal
4. The tenant commits to pay the proportionate part of the service charges at the expense of the same, regardless of the question as to whether the tenant proportionately made use of the relevant facilities.

#### **5. General obligations of the landlord**

The landlord is obliged to on demand of the tenant remedy defects to the let property, unless this is impossible or requires expenses that can in the given circumstances within reason not be expected of the landlord or to the extent that in pursuance of the law, the tenancy agreement or usage this is to be borne by the tenant.

### **6. General obligations of the tenant**

#### **6.1 Payment of the rent and service charges**

1. The tenant pays the payable rent for the let property in full and in advance prior to the first of the month through remittance of the payable amount to account number NL37BNGH0285165623 in the name of Stadswonen Rotterdam stating the address of the let property.
2. As from the first day of the month the tenant shall be in default with regard to the relevant instalment. The tenant shall receive a payment reminder in the course of which € 10.00 shall be charged on account of administration costs.
3. With the rent payment the tenant shall not rely on any setoff, except in the instance set forth in article 206 paragraph 3 of Book 7 of the Dutch Civil Code.

#### **6.2 Designated use and use**

1. The tenant shall use and maintain the let property in accordance with its designated use of residential accommodation as befits a good tenant.
2. During the tenancy period the tenant shall use the let property as residential accommodation for himself (and members of his household in case of a residential accommodation designated for a multi-person household) and keep his main residence there. He shall use the let property, including all appurtenances and the possible joint and common areas, in accordance with the designated use and shall not change this designated use. Joint areas are understood as areas like the kitchen and sanitary facilities that are shared with other people as a result of the collective facilities package. Common areas are understood as staircases, lifts, basements, attics, garages, storage areas, galleries, gardens, yards, to the extent that the tenant shares the use of these areas with other tenants or users.
3. Only with the prior approval in writing of the landlord shall the tenant be allowed to sublet the let property or to make the same available to a third party. A request for approval must be submitted in writing stating the name of the sub-tenant, the sub-rent and the start date of the sub-tenancy agreement.
4. If the tenant sublet the let property, surrendered the tenancy or made the same available to a third party without the approval of the landlord, the burden of proof that the tenant uninterruptedly held his main residence at the let property shall be vested in the tenant. With regard to unauthorised sub-letting also applies that all income enjoyed from the sub-tenancy must be surrendered to the landlord, without prejudice to the right of the landlord to claim the contractual penalty as intended in article 15 of these terms and conditions.

5. If there is question of independent residential accommodation the landlord shall grant permission for the subletting or the availability of a part of the let property, provided the tenant personally holds his main residence at the let property and there shall not be question of excessive occupation as a result of which the landlord could incur damages.
6. The tenant is not allowed to request a sub-rent that exceeds the applicable rent, which comprises the bare rent and the service charges as described in the tenancy agreement.
7. Subletting in the month of termination is not allowed.
8. The landlord can impose conditions on its approval for subletting. These conditions are available for inspection and can be requested from the landlord.
9. Guest stays exceeding three days per month are not allowed, a longer stay shall require the approval of the landlord. The tenant must submit a written request for approval.
10. The tenant is responsible for the fact that a possible sub-tenant or guest does not act in breach of any provision of the tenancy agreement and the General Tenancy Terms and Conditions.
11. The tenant must see to it that neighbours shall not experience any nuisance or hinder from the tenant, household members, pets (reference is also made to article 6.4.1 of these terms and conditions) or third parties that are through the tenant present in the let property or in the joint and common areas.
12. The tenant is not allowed to cultivate hemp in the let property or to carry out any other activities that are punishable pursuant to the Dutch Opium Act.
13. The tenant is not allowed to excessively consume alcohol or drugs in the let property.
14. The individual tenants of a residential unit are jointly responsible for the joint areas.

### 6.3 Living conditions

1. The tenant is held to take the necessary measures to prevent damages to the let property, in particular in case of fire, storm, water and frost. The tenant must forthwith report damages, as a result of any cause whatsoever, and imminent damages to the landlord. If the tenant fails to do so the thus occurring damages, both to the let property and to the properties of third parties, shall be at the expense of the tenant.
2. The tenant shall forthwith report any source of danger detected by the same to his fellow occupants and the landlord.
3. The tenant shall monitor that the safety in the residential complex is maintained and that the available fire prevention facilities, the fire alarm and the fire extinguishers remain ready for use. The tenant is not allowed to improperly use or abuse the fire extinguishers and fire prevention facilities in the residential complex.
4. In connection with verification by the landlord of compliance with the obligations of the tenant in pursuance of these General Tenancy Terms and Conditions or in connection with activities possibly to be carried out by the landlord or verification of the meter positions, hygiene and the like, the tenant shall allow the landlord access to the let property. The landlord is understood to also include the persons designated by or 6 on behalf of Stadswonen Rotterdam.
5. The tenant shall, when entering or leaving the residential complex, always close the door behind him.
6. Between 22:00 and 08:00 the tenant shall in connection with the night's rest of neighbours observe the necessary silence.
7. The tenant shall deposit his domestic waste in the thereto designated containers and not (temporarily) in the let property.
8. If the tenancy right of the tenant has come to an end as a result of a divorce or a separation from bed and board, the tenant shall be obliged to inform the landlord in writing of the termination of his tenancy right, immediately after the court order in pursuance of which this has been determined has become irrevocable. If the fellow tenant, in the event the residential accommodation is meant for a two- or multi-person household, continues the tenancy agreement as the tenant he shall be obliged to forthwith inform the landlord accordingly in writing.

## 6.4 Prohibitions

1. The tenant is not allowed to keep animals that cause hinder or nuisance to the neighbours. If there is question of independent residential accommodation the tenant is not allowed to without the approval in writing of the landlord keep animals in the let property. If the let property is part of a residential complex with a housing committee, the assessment of a corresponding request shall have been assigned to the housing committee.
2. The tenant is not allowed to store, keep or have inflammable, explosive or otherwise hazardous substance available in the let property.
3. The tenant is not allowed to place or store furniture, bicycles, boxes, crates or goods of any nature whatsoever in areas with a traffic designation and/or escape route function, e.g. staircases, corridors, galleries, whether or not within the residential unit. The landlord shall therefore be authorised, without any prior warning or notice of default being required, to remove or have removed goods that hinder the passage in breach of the foregoing provisions, without being subject to a retention obligation.
4. The tenant is not allowed to store or park unused or unusable furniture and/or means of transport in or near the let property.
5. The tenant is not allowed to throw objects from or of the let property.
6. The tenant is not allowed to park bicycles, mopeds, motor bicycles, cars and the like at locations other than the thereto designated areas or locations. The tenant is therefore neither allowed to park petrol containing vehicles in the let property, with the exception of a location designated for that purpose by the landlord.
7. The tenant is not allowed to wreck and/or vandalise properties of the landlord of which the let property is part.
8. The tenant is not allowed to store goods in technical areas.

## 7. Repairs by the tenant

1. Small repairs as described in the law (the Dutch Minor Repairs (Tenant's Liability) Decree) and included in the Maintenance Brochure, which is available for inspection and can be requested from Stadswonen Rotterdam, are at the expense of the tenant.
2. Via the service charges a number of the obligations of the tenant set forth in paragraph 1 can be bought off. In the instances where this applies, this has been established in the service charges overview signed as an appendix to the tenancy agreement.
3. The obligations of the tenant set forth in paragraph 1 that were not bought off in conformity with paragraph 2 must be carried out by the tenant.
4. All activities to be carried out by the tenant shall need to be carried out judiciously. In this context the tenant shall comply with the regulations provided by the authorities or the landlord.

## 8. Implementation of urgent work by the landlord

1. The tenant shall allow all urgent work and changes on and to the let property or adjacent houses as also on and to the central facilities thereof.
2. The tenant is not entitled to reduction of the rent or compensation as a result of the implementation of the urgent work or renovation.
3. If the landlord intends to fully or partly renovate the residential complex of which the let property is part, it shall send a proposal to the tenant in writing. This proposal is deemed to be reasonable if 70% or more of the tenants of the residential complex have agreed with the same. If the tenant does not agree with the proposal and neither claimed a court order concerning the reasonableness of the proposal within eight weeks after the written notice of the landlord that 70% or more of the tenants have agreed with the proposal, he shall be bound by the same. The tenant shall then be obliged to lend full cooperation to the implementation of the work.
4. Said work takes place, after a prior notice, on working days between 08:00 and 18:00, however with the exception of urgent instances.

## 9. Implementation of changes and additions by the tenant

1. The tenant is allowed to implement changes and additions that can, without costs worthy of mention, again be undone on the inside of the let property, except if it regards changes that result in danger, nuisance or hinder on the part of the landlord or third parties.
2. For other changes and additions the tenant requires the prior approval in writing of the landlord.
3. The landlord can impose conditions on its approval that regard, among other things:
  - the nature and quality of the materials to be used;
  - the prevention of damages to the construction of the house or the complex;
  - (structural) regulations of the authorities;
  - the maintenance of the change;
  - additional facilities to prevent nuisance to third parties;
  - insurance, taxes and liability.
4. Upon the grant of approval the landlord shall indicate as to whether the change or addition must be undone by the tenant at the end of the tenancy.
5. All changes that have been implemented in breach of the conditions of the landlord shall on demand of the landlord need to be undone by the tenant.
6. The tenant is obliged to provide for the maintenance, the troubleshooting and the implementation of repair to the changes or additions that have been implemented by the tenant.
7. The tenant is not allowed to attach or place facilities or (art) objects on the outside of the let property.
8. The tenant is liable for the damages that are caused by a change or addition that has been implemented by the tenant. The tenant indemnifies the landlord against claims of third parties for damages caused by changes to the let property implemented by the tenant.

## 10. Termination of the tenancy

1. Termination of the tenancy agreement takes place in writing by registered letter or bailiff's writ.
2. Termination by the tenant can take place on any ground whatsoever, against any day of a calendar month, provided it does not fall on a Saturday, a Sunday or a public holiday, in which instance termination takes place against the first following working day thereafter. The tenant must observe a notice period of one month.

3. Termination of the tenancy agreement by the landlord takes place in observance of a notice period of at least three months. This time limit is extended by one month for each year that the tenant has uninterruptedly enjoyed the let property up to a maximum of six months.
4. The termination by the landlord can only take place on one or more grounds specified in the Dutch Civil Code.
5. If the tenant occupies a residential accommodation meant for students of a higher vocational or university educational institution (in conformity with article 1.1 of the tenancy agreement) he commits to make every effort to find alternative residential accommodation within six months after deregistration of the studies at the relevant educational institution. After this time limit Stadswonen Rotterdam shall be entitled to terminate the tenancy agreement on the statutory grounds.
6. The tenant is obliged, if the landlord wants to proceed with a tenancy or sale after termination of the tenancy, to give interested parties the possibility of a viewing.

## 11. Giving possession of the let property upon termination of the tenancy

1. At the end of the tenancy agreement the tenant is held to give possession of the let property to the landlord, upon restitution of all keys, fully vacated and clean in the state in which he received the let property in conformity with the description upon commencement of the tenancy agreement, barring to the extent that there would be question of normal wear and tear, which shall be at the expense and risk of the landlord. The provisions set forth in the third paragraph of this article are applicable to changes and additions implemented in the let property by the tenant.
2. Before the end of the tenancy agreement the tenant and the landlord shall jointly inspect the let property. The tenant shall give the landlord the opportunity to do this. On that occasion or on those occasions an inspection report shall be drawn up in which it shall be established what repairs must be carried out by and at the expense of the tenant before the end of the tenancy agreement, as well as the estimated costs of the repair. Both parties receive 10 a copy of the inspection report.
3. At the end of the tenancy agreement the following rules shall apply to changes and additions implemented by the tenant during the tenancy period, with or without the approval of the landlord:
  - a. The landlord can claim that implemented changes and additions that have been implemented without approval or that do not comply with the provisions set forth in article 9.3 are undone by the tenant.

- b. The tenant is held to remove changes and additions at the end of the tenancy if this was stipulated by the landlord upon the grant of the written approval.
- c. Without prejudice to the provisions set forth in this article, the tenant shall at all times be authorised to undo changes and additions implemented by him, provided he returns the let property in the state in which it, in accordance with article 3, was upon commencement of the tenancy.
4. If at the end of the tenancy agreement the tenant does not comply with his obligations concerning repair, full vacation and possible undoing of implemented changes or additions, the landlord shall be authorised to carry out or have carried out all thus required work at the expense of the tenant, where the tenant hereby already commits to pay for these costs. Other damages occurring as a result of negligence on the part of the tenant shall also be at his expense.
4. If at the end of the tenancy agreement the tenant leaves behind goods in the let property, the landlord shall be authorised to remove these goods, without the landlord being bound by any retention obligation. All costs of removal of the goods shall be at the expense of the tenant. The provisions set forth in this paragraph are not applicable to movable property that the tenant has transferred to the subsequent tenant, provided written notice of this transfer has been given to the landlord.

## **12. Liability of the tenant**

1. The tenant is liable for damages that are inflicted on the let property, which is understood to include the exterior, resulting from a failure on the part of the tenant to comply with an obligation by virtue of the tenancy agreement. All damages are deemed to have been caused accordingly. The tenant is liable vis-à-vis the landlord for the conduct of those who use the let property through the tenant or who are present there through the tenant, as if it regarded the personal conduct of the tenant. The let property is deemed to, however exclusively for the purpose of this article, also comprise the pipes, cables and tubes that are situated in the ground pertaining to the let property.
2. If there is question of an independent residential accommodation (in conformity with article 2.1 of the tenancy agreement) the tenant is jointly and severally liable, in addition to the other tenants, for all damages that are inflicted on the area(s) designated for joint use during the tenancy period, resulting from a failure on his part to comply with an obligation by virtue of the tenancy agreement. However, if it can be retrieved who caused the damages, the landlord shall recover the damages from this person.

3. The landlord shall not be liable for the consequences (defect or damage) of visible or invisible damages to the let property or to the inventory and facilities present in the same, however it shall be liable for damages resulting

## **13. Default of the tenant and the landlord**

1. If one of the parties is in default and fails to comply with any obligation that is in pursuance of the law and/or the tenancy agreement vested in the same and the other party must therefore take judicial and/or extrajudicial measures, all costs deriving there from shall be at the expense of the one party.
2. The extrajudicial collection costs payable in pursuance of this article by the one party to the other party shall be payable at the moment that the one party outsources the claim against the other and amount to at least 15% of the outsourced claim, with a minimum of € 25.00 plus the applicable VAT rate.

## **14. Limited cooption**

1. This article is exclusively applicable if there is question of independent residential accommodation in conformity with article 2.1 of the tenancy agreement.
2. Upon the conclusion of tenancy agreements Stadswonen Rotterdam shall be authorised to give precedence to prospective tenants who dispose of a certificate of urgency. If upon the availability of a residential accommodation prospective tenants do not need to be given precedence, the other tenants of the residential complex in question are given the opportunity to express their preference in terms of the person who shall become the new tenant, to be selected from a waiting list to be provided by Stadswonen Rotterdam.
3. The landlord reserves the right to in special circumstances deviate from the preference expressed by the current occupants and to thus let the residential accommodation to another interested party. The reasons can in any case be found in the terms and conditions that the landlord imposes on the suitability of the candidate on the basis of an effective and justified housing allocation policy.
4. As a result of the special nature of the urgency allocations it shall not always be possible for the landlord to communicate its intention concerning allocation beyond the scope of the cooption system well in advance.

## 15. Other provisions

1. If a part of the tenancy agreement or of these General Tenancy Terms and Conditions or the Management Rules and Regulations is invalid this shall not affect the validity of the other articles. In replacement of the cancelled or invalid part that which in a statutorily permissible manner best approaches that which the parties would have stipulated if they would have been familiar with the cancellation or invalidity shall then be deemed to have been stipulated.
2. If the residential complex of which the let property is part has been or is divided into apartment rights, the tenant shall be held to comply with the corresponding rules deriving from the deed of division, the articles of association and the regulations.
3. The tenant forfeits an immediately claimable penalty of € 27.50 (level 2011, indexed according to the Statistics Netherlands consumer price index, all households) to Stadswonen Rotterdam for each breach, if he breaches any provision of these General Tenancy Terms and Conditions, without prejudice to his obligation to still act in accordance with these General Tenancy Terms and Conditions and without prejudice to other rights to compensation of the landlord.
4. An appeal can be lodged against the imposition of a penalty as intended in paragraph 3 of this article with the Complaints and Disputes Committee; in this context reference is made to the Complaints and Disputes Committee Regulations that are available for inspection and can be requested from Stadswonen Rotterdam.



