
GENERAL PROVISIONS HOUSING ACCOMMODATION TENANCY AGREEMENT

Model adopted by the Real Estate Council of the Netherlands (ROZ) on 25 July 2024 and filed with the registry of the District Court of The Hague on 6 August 2024 and registered there under number 20/2024. All liability for adverse consequences of the use of the model is hereby expressly excluded by the ROZ.

Use

1.1 During the entire term of the tenancy agreement, the tenant will use the rented housing actually, entirely, continuously and properly, exclusively in accordance with the designated use indicated in the tenancy agreement, which means among other things that the tenant is not permitted to use the rented housing for business activities, including activities referred to in article 2.1 and article 14.3 paragraph c, and furthermore that he is not permitted to use the rented housing other than as housing accommodation for himself and for members of his household insofar as the rented housing is reasonably suitable for this purpose. The tenant is obliged to inform the landlord of the composition of his household and all changes thereto. The tenant is furthermore obliged to cooperate in an investigation if the landlord has reasons to assume that the tenant acts contrary to the provisions of this article 1.1.

1.2 The tenant will observe the existing limited rights, qualitative obligations and the requirements imposed or to be imposed by the government, fire brigade and the utility companies regarding the use of the rented housing. Utility companies also includes other companies involved in the supply, transport and measurement of the consumption of power, water and suchlike. The tenant will be required to provide the rented housing with carpeting and curtains and furniture at the start of the tenancy agreement unless the rented housing is rented out with carpeting and curtains and/or furniture at the start of the tenancy agreement. The tenant will keep the rented housing sufficiently fitted with carpeting, curtains and furniture.

1.3 The tenant will comply with the oral or written instructions issued by or on behalf of the landlord in the interest of the proper use of the rented housing and of the spaces, installations and facilities of the building or complex of buildings of which the rented housing forms part.

1.4 The tenant has the right and is obliged to use the common facilities and services that are or will be available in the interest of the proper operation of the building or the complex of buildings of which the rented housing forms part.

1.5 The tenant is not permitted to use the storage areas, garages, etcetera as living space or storage that are part of the rented housing other than for his own non-business use, as a workshop or as a sales area or otherwise conduct or cause the conduct of sales in or near these spaces.

1.6 Insofar as a housing permit is required and/or other (public-law) permit, exemption and/or approval that may be applied for by the tenant and which is required for the use of the rented housing and/or for the purpose of exercising the powers vested in the tenant pursuant to the tenancy agreement, the general terms and conditions and/or pursuant to approval granted by the landlord, the tenant will be responsible for obtaining and maintaining those and he will pay the related costs.

Subletting

2.1 Without the landlord's prior, written approval, the tenant will not be permitted to rent out, sublet or grant the use of all or part of the rented housing to third parties, including renting out rooms, providing board and lodging, granting (temporary) use (such as via AirBnB or comparable organisations) or to waive rent. Approval granted by or on behalf of the landlord is non-recurring and does not apply to other or subsequent cases.

2.2 If the landlord has reasons to assume that the tenant granted the use of or sublet all or part of the rented housing without the landlord's approval as referred to in article 2.1, the tenant will be obliged to cooperate in an investigation in this connection carried out by the landlord. When so requested, the tenant will be obliged to provide the personal details of the user(s) or subtenant(s).

Condition of the rented housing at the start of the tenancy agreement

3.1 The general, structural and technical condition of the rented housing as accepted by the tenant at the start of the tenancy agreement will be laid down between the tenant and the landlord in a delivery report to be added to the tenancy agreement and to be signed by or on behalf of the parties. The date of the formulation and signing of the official report may be different from the date of the signing of the tenancy agreement itself. The delivery report forms part of the tenancy agreement.

3.2 In case of a defect at the start of the tenancy agreement, such will be indicated in the delivery report. Such a defect will be resolved by the landlord within a reasonable term. If the landlord fails to do so, the landlord will not be in default until after the tenant has given the landlord notice of default.

Alterations and additions by the tenant

4.1 The tenant is not permitted to make or have alterations or additions in or to the inside of the rented housing, its layout and/or appearance, or arrange to have such done, without the prior, written approval of the landlord. The provisions above do not apply to alterations or additions that can be undone at the end of the tenancy agreement without significant costs being incurred.

4.2 The tenant is not permitted to make or have alterations or additions in or to the outside of the rented housing, including

the land on which it is constructed, the balcony, the common areas and the garden (unless it concerns the construction of an ornamental garden), or arrange to have such done, without the prior, written approval of the landlord.

4.3 Alterations or additions will be undone by the tenant at the end of the tenancy agreement, unless the tenant has received the landlord's written approval to leave them in situ.

4.4 Unless parties agree otherwise in writing, the landlord does not approve alterations and additions the tenant wishes to make to the inside if:

- these prejudices the rentability of the rented housing;
- these result in a decrease in the value of the rented housing;
- these are not necessary for the efficient use of the rented housing;
- these do not increase enjoyment of the property;
- these demonstrably affect the energy efficiency of the rented housing such as the energy performance or the energy index; and/or
- other important objections on the part of the landlord preclude their implementation.

4.5 Important objections on the part of the landlord within the meaning of article 4.4 apply in any event if the alterations or

additions:

- fail to comply with the regulations of the government and/or regulations of utility companies that apply in this connection or if any permits, exemptions and/or approvals required for this purpose were not obtained;
- are of insufficient technical quality;
- affect the rentability of the adjacent houses;
- complicate proper housing management;
- cause or could cause nuisance and/or hindrance to third parties;
- result in the fact that the residence can no longer be allocated to persons seeking a house from the landlord's target group for the rented housing;
- are or could reasonably be prejudicial to the rented housing or the building of which the rented housing forms part;
- change the nature of the rented housing;
- are contrary to the deed(s) of division or internal regulation(s) pertaining to the rented housing, or the conditions subject to which the owner of the rented housing acquired ownership of the rented housing.

4.6 The landlord has the right to attach regulations for the tenant to his approval, in particular with respect to the materials to be used and their quality, the constructions to be applied and the procedures to be followed, in particular with a view to the possibility of and consequences for future maintenance, safety and sustainability. The landlord may furthermore attach regulations for approval to be granted with respect to fire, storm and third-party liability insurance, relating to taxes and levies and with respect to liability.

4.7 The landlord will indicate in its approval whether the changes must or must not be undone at the end of the tenancy agreement. The only instance in which the alterations or additions do not have to be undone is if the landlord at the joint written request of the tenant and the new tenant agrees as yet to maintenance of the alterations or additions implemented by the tenant or taken over by the tenant, because these are taken over by the new tenant and the new tenant declares himself willing to arrange for undoing the alteration or addition at the end of the tenancy agreement concluded with him.

4.8 The tenant is required to ensure that during the implementation of alterations or additions all requirements imposed or to be imposed by the government in this connection are met, and that all permits and approvals and/or exemptions (such as those granted by the municipality and the fire brigade) required for this purpose are obtained, while the costs of the alterations or additions are for the tenant's account at all times.

4.9 The tenant is obliged to maintain and repair the alterations and additions he has implemented or taken over. In the event the tenant has taken over items, alterations or additions from the preceding tenant, such will never result in liability on the part of the landlord. The tenant indemnifies the landlord against claims from third parties relating to damage caused by alterations and additions implemented or taken over by the tenant.

4.10 The walls and ceilings that have not been wallpapered may not be wallpapered by the tenant. The tenant is not permitted to affix stickers to paintwork and is not permitted to glue floor coverings directly to the floor screed or stairs. The structure applied to walls by the tenant, such as stucco, textured paint, Granol, Putz and suchlike, must have been removed by the tenant at the end of the tenancy agreement, unless the subsequent tenant has informed the landlord in writing that he takes over the structure applied to the walls from the tenant and that he (the subsequent tenant) will arrange for its removal as yet upon termination of his tenancy agreement.

4.11 Approval granted by the landlord is non-recurring and does not apply to other or subsequent cases.

4.12 The landlord is not bound by a recommendation by the tenant of a tenant who will succeed him concerning the rented housing, including in the event that the recommended tenant wishes to take over items of property belonging to the tenant or facilities or alterations implemented in/to the rented housing from the tenant.

4.13 All alterations implemented by the tenant contrary to the landlord's conditions must be undone on the landlord's first notification.

4.14 In the event items installed by the tenant in connection with maintenance or repair work on the rented housing or the building or complex of buildings of which the rented housing forms part, must be removed temporarily, the costs of removal, any storage and reinstallation will be for the tenant's account and risk, such irrespective of whether the installation of the items concerned was approved by the landlord.

Alterations or facilities provided by the landlord

5.1 If and insofar as mandatory regulations are imposed on the landlord by the government regarding alterations, changes or improvements to the rented housing individually and/or the building or complex of buildings of which the rented housing

forms part, the tenant declares that he will allow these alterations to be made in, on, at or near the rented housing.

5.2 In the event the rented housing forms part of a complex of multiple residences and the landlord wishes to change, adjust or improve the complex or the part thereof of which the rented housing forms part, while those activities were not prescribed in a mandatory manner by the government and are not otherwise urgent within the meaning of Article 7:220 paragraph 1 of the Dutch Civil Code, the tenant must allow this to be done provided:

- a. at least 70% of the tenants within the complex or the part thereof of which the rented housing forms part, has agreed to the proposed change, adjustment or improvement; and
- b. the proposed change, adjustment or improvement can only be implemented per complex or per part concerned for technical, organisational, social and/or financial reasons; and
- c. the landlord has informed the tenant in time of the proposed change, adjustment or improvement and has discussed it with the tenant or the tenants' organisation.

5.3 If the landlord is obliged or entitled pursuant to article 5.1 or 5.2 to implement certain changes or renewals in or to the rented housing, the landlord will also have the right to make a rent adjustment proposal to the tenant on the basis of Article 7:252 and/or Article 7:255 of the Dutch Civil Code.

5.4 The landlord does not have the right to make a rent adjustment proposal to the tenant in connection with changes or renewals that constitute the resolution of overdue maintenance up to the maintenance level in keeping with the original rent.

5.5 The provisions of article 11.5 apply in case of changes, adjustments or improvements as referred to in articles 5.1 and 5.2.

5.6 The landlord is not obliged to implement a proposed change, adjustment or improvement to which the tenant agreed.

5.7 Without prejudice to the provisions of article 5.1 up to and including 5.6, the tenant will be obliged, if such is requested by the landlord, to consult with the landlord concerning changes, adjustments or improvements that relate to making the rented housing or the building or complex of buildings of which the rented housing forms part more sustainable. The tenant is obliged not to refuse his approval thereof on unreasonable grounds.

Lift

6.1 In the event the building of which the rented housing forms part includes a lift, the tenant, his household members and visitors will comply strictly with all regulations, issued or to be issued by or on behalf of the landlord, the lift installer or the government.

Central heating and hot water installation

7.1 In the event an own central heating installation or a hot water installation that can be operated individually is located within the rented housing, the tenant will care for its maintenance "as a good tenant".

7.2 All costs without exception of repairing damage that arises due to negligence, inexpert use or maintenance in an inexpert manner of the installations referred to in article 7.1 with appurtenances, by the tenant himself or by persons designated by it, are for the account of the tenant.

7.3 The tenant is obliged in case of frost to implement all measures available to him to prevent the central heating installation, the hot water installation and the water pipes from freezing. In the event the tenant is absent during the heating season, the tenant is not permitted, with a view to the danger of the aforementioned installations freezing, to close the radiators of the central heating installation.

Common or central antenna installation

8.1 If the rented housing has been, will be or can be connected to an existing common or central system for internet and/or the receipt of television and radio programmes, the tenant will not be permitted to instal or maintain his own system and/or own antennas, or to make changes to the system.

8.2 Only the connection point(s) to the common or central antenna installation or internet facility installed in the rented housing may be used for connecting equipment. The tenant is required to use proper connecting cables to be purchased for his account for these connections. The tenant is liable for the damage to the installation that arises from the use of receivers that do not operate properly or faulty connecting cables.

Garden, land, boundary partitions, structures

9.1 In the event the rented housing includes a garden or land, the tenant will be obliged to create, use, maintain and preserve a garden as an ornamental garden and not to use the land and garden to store items of property, of any kind whatsoever, or to park one or more cars, caravans, boats etc. Trees and shrubbery, including the trees and shrubbery that were already present at the start of the tenancy agreement, must be maintained and pruned in time by the tenant. Trees or shrubbery causing nuisance must be removed at the tenant's expense. In the event a felling permit is required, the tenant will be required to apply for one for his own account and with the landlord's knowledge. Damage caused by trees, shrubbery or other plants is for the tenant's account.

9.2 The tenant is not permitted to place, change or remove boundary partitions, sheds, wooden and other structures, without the landlord's approval.

9.3 The provisions of articles 4.1 up to and including 4.14 apply mutatis mutandis.

Awnings and solar panels

10.1 The tenant is not permitted to instal external awnings and solar panels, unless he has obtained the landlord's prior approval, also concerning the construction, colour and manner of confirmation.

10.2 The provisions of articles 4.1 up to and including 4.14 apply mutatis mutandis.

Maintenance

11.1 The tenant is obliged pursuant to the law (Article 7:217 in conjunction with 7:240 of the Dutch Civil Code) and this tenancy agreement to perform minor repairs to, on or in the rented housing, including in any event the minor repairs referred to in the Minor Repairs (Tenant's Liability) Decree, and the landlord will be obliged to remedy all other defects at the tenant's request, unless this is impossible, or requires expenditure that cannot reasonably be expected of the landlord in the given circumstances. For this purpose, the parties will implement or have implemented in time and in a proper manner, each for his own account, those facilities that are necessary and which they are required to implement or have implemented by law, any statutory provision or agreed conditions.

11.2 The provisions of article 11.1 do not prejudice the tenant's obligation to maintain, repair and renew the facilities installed by or on behalf of the tenant himself as referred to in article 4.

11.3 The minor repairs for the tenant's account are performed by or on behalf of the landlord if this maintenance is included in the supplies and services to be provided by or on behalf of the landlord relating to the occupancy of the rented housing as referred to in article 7 of the tenancy agreement.

11.4 The provisions above do not alter the obligation of each of the parties to implement for his account those facilities that must be implemented as a result of intent, fault, negligence or inexpert use on his part or on the part of persons for whom he is responsible.

11.5 In the event the landlord considers it necessary to perform maintenance, repairs, renewals or other work or have this performed on the rented housing or the building or complex of buildings of which the rented housing forms part or on adjacent premises, or if these are necessary in connection with requirements or measures on the part of the government or utility companies, the tenant will admit the persons required for the performance of that work to the rented housing and will tolerate that work and any customary nuisance, without having the right to claim any compensation, reduction of the payment obligation or dissolution of the tenancy agreement. The landlord will consult with the tenant in time concerning the timing of the performance of the work.

11.6 If one of the parties fails to perform or have performed maintenance, repairs or renewals for his own account, or if these were performed in an inexpert or poor manner, the other party will have the right to perform those activities or have them performed for the account and risk of the defaulting party, after it received a written notice of default in which he was granted a reasonable term for performance. In the event the activities that are for the tenant's account cannot be delayed, the landlord will have the right to perform these activities or have them performed immediately for the tenant's account.

Access and control

12.1 The landlord has the right to check whether the tenant complies with the tenancy agreement and the general terms and conditions. This concerns in particular but not exclusively the obligations in articles 1.2 and 1.3 of the tenancy agreement and articles 1, 2, 4.1, 4.2 and 14.3 of the general terms and conditions. The landlord and all persons to be designated by him have the right to enter and inspect the rented housing regularly, at a moment to be determined in consultation with the tenant. The tenant is obliged to cooperate therein by indicating at the landlord's first request at what moment, within a reasonable term after his request, the landlord may enter and inspect the rented housing and by granting the landlord access to the rented housing at the aforementioned moment and affording him the opportunity to perform the inspection.

12.2 The landlord and all persons to be designated by him have the right to enter the rented housing following consultation with the tenant and on working days between 08:00 hours and 17:30 hours for inspection of the condition of the rented housing, for the activities referred to in articles 5 and 11 and for valuations. In cases of emergency, the landlord will also have the right to access the rented housing without consultation and/or outside the above-mentioned times.

12.3 In the case of proposed letting, sale or auction of the rented housing or (a part of) the building or complex of buildings of which the rented housing forms part, and for the last three months before the end of the tenancy agreement, the tenant will be obliged, following prior announcement by or on behalf of the landlord, to allow viewings of the rented housing from 10:00 hours until 12:00 hours and from 14:00 hours until 16:00 hours on working days, and on auction days and he will tolerate the customary 'for rent' or 'for sale' signs or posters on or near the rented housing (or the building or the complex of buildings).

Damage and liability

13.1 In the event damage has arisen or is about to arise in, on or to the rented housing, including damage or imminent damage to pipes, cables, ducts, drains, sewerage pipes, installations and equipment, the tenant will be obliged to notify the landlord thereof immediately.

13.2 If immediate damage is threatened or damage that has arisen threatens to expand, the tenant will be obliged to report this to the landlord immediately and the tenant will be obliged to implement appropriate measures immediately in order to prevent and limit (further) damage in or to the rented housing. This applies in particular in the event damage has arisen or is about to arise as a result of any weather condition.

13.3 If the rented housing forms part of a collective building or a complex of residences, the provisions of articles 13.1 and 13.2 also apply to the entire building or complex, more in particular concerning the common areas and the adjacent premises. Direct action on the part of the tenant is only required in such cases, if such may be reasonably expected of him.

13.4 The landlord is not liable for damage and loss of enjoyment under the rent sustained by the tenant and/or his household members or for damage to items of property belonging to the tenant and/or his household members, as a result of visible or invisible defects in the rented housing, unless that damage or loss of enjoyment under the rent is attributable to the landlord or if that damage was caused by a defect that existed when the tenancy agreement was concluded and that was known or should have been known to the landlord at the time.

13.5 The landlord is not liable for damage caused to the person and/or property of the tenant or his household members by vandalism, storm, frost, lightning strikes, heavy snowfall, floods, a rise or fall in groundwater levels, natural disasters,

nuclear reactions, armed conflict, civil wars, insurrections, riots, acts of war, and other calamities.

13.6 The tenant is liable for damage to the rented housing, which arose due to a failure to comply with an obligation arising from the tenancy agreement, which failure is attributed to him. All damage, with the exception of fire damage, is presumed to have been caused by such failure. In this paragraph, the term tenant includes: household members of the tenant and third parties inside the rented housing.

13.7 The tenant is obliged to take out and maintain adequate home contents insurance subject to customary conditions and, at the landlord's first request, glass insurance. The tenant must first contact his insurer concerning damage covered by the scope and cover of the insurance taken out by the tenant.

13.7 The tenant is obliged to ensure that both the activities and the costs involved in remedying defects on the basis of Article 7:206 paragraph 3 of the Dutch Civil Code or in implementing measures as referred to in article 13.2 are reasonable.

Protection of living environment

14.1 In the event the rented housing forms part of a building or complex of buildings, which includes spaces and sites in respect of which the tenant does not have exclusive rights of use, he for his part will contribute to the fact that these spaces and sites are not polluted, that no movable property is placed in, on or near these spaces and sites and that they are not used for purposes other than those for which they are clearly intended pursuant to the tenancy agreement or the landlord's instructions. In particular, the tenant will not enter or initiate entry to the roof, the lift switch rooms, the fire ladders, the space for the central heating installation and the space for the hydrophore installation. The tenant is not permitted either to place vehicles, prams, bicycles or other items of property anywhere other than in the designated places or to beat or hang out bed linen, laundry, etcetera on the outside of the building, other than within the balcony.

14.2 Without the landlord's prior approval, the tenant is not allowed:

- a. to place or arrange for placement of advertising for himself or for third parties on or to the rented housing;
- b. to connect a mechanical extractor or other equipment or have these connected to a ventilation channel;
- c. to set up or use the smoke flues inside the rented housing for the purpose of an open fire place or what is known as a multi-fuel stove, unless it concerns use related to a fireplace that forms part of the rented housing.

The provisions of articles 4.1 up to and including 4.14 apply mutatis mutandis.

14.3 The tenant is not permitted:

- a. to keep pets or other animals in or near the rented housing that cause nuisance;
- b. discharge combustion gases other than via the existing smoke flues or to use the vent pipes for this purpose;
- c. inside the rented housing, inside the common areas and/or parts thereof or in the immediate vicinity of the rented housing:
 - to cultivate or trade cannabis (or have such done) and/or to set up the rented housing as a cannabis farm or cannabis cutting installation or to perform other activities that are punishable pursuant to the Opium Act;
 - to have available cannabis or similar crops inside the rented housing and/or the common areas and/or the vicinity of the rented housing or to store it or hold it for a third party;
 - to trade in, produce qat, soft drugs, hard drugs or other banned substances, or to use it or have it used as part of a group or to have it present inside the rented housing and/or the common areas and/or the vicinity of the rented housing;
 - to commit other punishable offences that could affect the living environment or the rented housing, the common areas or the immediate vicinity of the rented housing.

The tenant is aware that acts contrary to the above-mentioned prohibitions may result in damage to the rented housing, and may cause danger and nuisance (such as pollution, vandalism, attracting crime, etcetera) to the immediate surroundings. Acting contrary to this prohibition is so serious that it justifies dissolution of the rental agreement in the shortest possible term.

14.4 When using the building or complex of buildings of which the rented housing forms part, the tenant will not cause hindrance or nuisance. The tenant will ensure that the third parties or animals present on his behalf will not do so either.

14.5 Articles 14.1 up to and including 14.4 are intended among other things to promote a pleasant living environment between the users of the building or the complex of buildings of which the rented housing forms part.

14.6 The tenant will act and use and maintain the rented housing as a good tenant should.

14.7 The tenant is obliged to cooperate in an investigation by the landlord pursuant to complaints of nuisance or hindrance caused by occupants of the complex of which the rented housing forms part or by other local residents.

Environment

15.1 The tenant will adhere strictly to the guidelines, regulations or instructions issued by the government or other competent agencies with respect to offering waste materials, separately or otherwise. In the event of a failure to comply with this obligation or a failure to comply with it in full, the tenant will be liable for the financial, criminal and other possible consequences arising therefrom.

15.2 The tenant is not permitted:

- a. to have in, on, to or in the immediate vicinity of the rented housing environmentally hazardous materials, including noxious, flammable or explosive materials;
- b. to use the rented housing in such a way that this results in soil or other environmental pollution.

Rent adjustment

16. In the event the rented housing concerns independent housing accommodation with decontrolled rent:

- the annual rent adjustment will take place on the basis of the change to the monthly price index figure in accordance with the consumer price index (CPI), all households series (2015 = 100) published by Statistics Netherlands (CBS);
- the adjusted rent is calculated according to the formula: the adjusted rent is equal to the applicable rent on the date of

the adjustment, multiplied by the index figure of the fourth calendar month before the calendar month in which the rent is adjusted, divided by the index figure of the calendar month that lies sixteen months before the calendar month in which the rent is adjusted.

- The rent will not be adjusted if the adjustment results in a lower rent than the most recent rent; in that case, the most recent rent will remain unchanged until a subsequent indexation occurs when the index figure of the calendar month, which is four calendar months before the calendar month in which the rent is adjusted, is higher than the index figure on which the last rent adjustment was based;
- in the event CBS ceases publication of the aforementioned price index figure or changes the basis of its calculation, an index figure that is as comparable as possible will be applied;
- the adjusted rent also applies if the adjustment is not notified separately to the tenant.

PLEASE NOTE! This stipulation was not changed when compared to the previous version of the ROZ model! The ROZ does not guarantee the legal tenability of article 5.2 of the tenancy agreement or article 16 of the General Terms and Conditions due to the case law in relation to comparable rent increase stipulations in tenancy agreements concerning the housing accommodation in the decontrolled sector between professional landlords and non-professional tenants covered by Directive 93/13/EEC! Questions have since been referred to the Supreme Court for a preliminary ruling. The ROZ is awaiting those answers before it will decide whether article 5.2 of the tenancy agreement and article 16 of the General Terms and Conditions require adjustment and, if so, how. Until that time, the ROZ advises landlords to seek legal advice whether or not article 5.2 in should be included in the tenancy agreements as well as the (partial) exclusion of article 16 of the General Terms and Conditions.

Costs of mains services with an individual meter and service charges

17.1 In addition to the rent, the costs of the supply, transport, metering and consumption of water and electricity for the rented housing, including the costs of concluding the relevant agreements and renting meters, as well as any costs and fines that are charged by the utility companies are for the account of the tenant.

17.2 The tenant is required to conclude supply contracts with the relevant bodies for his own account and risk unless the rented housing does not have separate connections and/or the parties have agreed that the landlord will arrange for the supply of gas, water and electricity.

17.3 If parties have agreed that the landlord will arrange for the supply of gas, water and electricity for the rented housing and an individual meter is located within the residential section of the rented accommodation, the landlord will determine the compensation owed by the tenant in respect thereof on the basis of the actual costs based on the meter readings. The landlord determines the compensation owed by the tenant if the residential area of the rented housing does not have an individual meter.

17.4 In addition to the rent, the costs related to the provision of internet, image, sound and other signals, including the costs of concluding the relevant agreements, as well as any costs and penalties charged by the providers of these services are for the account of the tenant.

17.5 The tenant is required to conclude for his own account and risk the agreements for provision with the providers concerned referred to in article 17.4, unless the parties have agreed that the landlord will arrange for the provision of internet, image, sound and other signals. The landlord will determine the compensation owed in this connection by the tenant in the latter case.

17.6 If the parties have agreed that the landlord will (also) arrange for the supply of (other) items and services related to the occupancy of the rented housing, the landlord will also determine the compensation owed by the tenant in respect thereof.

17.7 Insofar as the rented housing forms part of a building or complex of buildings and the provision of items and services related to the occupancy of the rented housing is also related to other sections belonging to it, the landlord will determine the share in the costs of that provision of items and services that is reasonable for the tenant's account. In doing so, the landlord will not be required to take account of the circumstance that the tenant does not make use of one or more of these items and services. If one or more sections of the complex of buildings are not in use, the landlord will ensure, when fixing the tenant's share, that it is not higher than it would have been if the building or complex of buildings had been fully occupied.

17.8 Each calendar year within at most 6 months after the calendar year in question has ended, the landlord will provide the tenant with an overview on the basis of which the tenant will be able to determine his share in the costs referred to in this article.

17.9 Another overview of the costs referred to in this article for the period for which one had not yet been provided will be drawn up after the tenancy agreement has ended. The provision of this overview takes place after at most 6 months have passed since the end of the year to which the costs relate.

17.10 The amount that has been underpaid by the tenant or the amount overpaid to the landlord according to the overview concerning the relevant period, will be paid or refunded within three months after the provision of the overview. Disputing the correctness of an overview does not result in the suspension of this payment obligation.

17.11 If the tenant so wishes, the landlord will afford him the opportunity, following provision of the overview referred to in articles 17.8 and 17.9, to inspect the books and other business documents that form the basis for the overview or copies thereof.

17.12 The landlord has the right to adjust in the interim the advance payment owed by the tenant for the payment related to the supply of electricity, gas and water for consumption in the residential area of the rented accommodation based on

the individual meter located inside that section and the payment for the other items and services that are supplied in connection with the occupation of the rented housing in line with the costs expected by him in the cases referred to in Article 7:261 paragraphs 1 and 2 of the Dutch Civil Code.

17.13 The tenant is bound by a decrease or increase of the supply of electricity, gas and water to be provided by the landlord for consumption inside the residential area of the rented housing on the basis of an individual meter located inside that section and the provision of other items and services related to the occupation of the rented housing and the related adjusted advance amount, if the adjustment is related to a supply that can only be provided to several tenants jointly and at least 70% of those tenants agreed thereto. Tenants who did not agree to the adjustment can apply for a court decision concerning the reasonableness of the proposal within eight weeks after the written notification from the landlord that agreement has been reached with at least 70% of the tenants.

17.14 If the consumption of gas, electricity, water or heat is determined on the basis of consumption meters and a dispute arises about the tenant's share in the costs of consumption as a result of the fact that the meter does not function or functions improperly, this share will be determined by a company engaged by the landlord that is specialised in measuring and determining the quantity of gas, electricity, water or heat that has been consumed. This also applies in case of damage, destruction or fraud involving the meters, without prejudice to all other rights the landlord will have against the tenant in such cases, such as the right to have the meters repaired or replaced and the right to compensation for the damage sustained.

Giving notice of termination

18.1 Termination of the tenancy agreement by giving notice must take place by bailiff's notification or by registered letter and be effective as from a day agreed for payment of the rent (usually the first day of a calendar month) and with due observance of a notice period. The notice period applicable to termination by the tenant is equal to a payment period, but not shorter than one month and not longer than three months and the notice period applicable to termination by the landlord is not shorter than three months and with due observance of Article 7:271 paragraph 6 of the Dutch Civil Code.

End of the tenancy agreement or occupancy

19.1 Unless otherwise agreed in writing, the tenant will deliver the rented housing to the landlord at the end of the tenancy agreement or at the end of the use of the rented housing in the condition described in the delivery report at the commencement of the tenancy agreement, in which connection account must be taken of activities performed later by the landlord as well as the normal wear and ageing.

19.2 If no delivery report was drawn up upon commencement of the tenancy agreement, the tenant will be presumed to have received the rented housing as it is at the end of the tenancy agreement, subject to evidence to the contrary.

19.3 The tenant is obliged to deliver the rented housing at the end of the tenancy agreement or at the end of the occupancy of the rented housing to the landlord empty and vacated, free from use and rights of use, properly cleaned and while surrendering all keys, keycards, etcetera.

19.4 Unless the landlord indicates or has indicated otherwise in writing at any time, the tenant will be obliged to remove for his own account all items of property installed by him in, on or to the rented housing or that were taken over by him from the previous tenant or occupant. What is more, the tenant will repair the damage caused to the rented housing due to the removal of the items of property, deliver the unwallpapered walls and ceilings in the colour white and, if the rented housing includes a garden, leave the land behind unpolluted and in decent condition (without pits or holes). The landlord does not owe compensation for items of property installed without the landlord's approval and that were not removed, unless otherwise agreed in writing.

19.5 The tenant loses the ownership of all items of property he is deemed to have relinquished by leaving them behind in the rented housing when he actually vacates the rented housing. These items of property may be removed by the landlord, as the landlord sees fit, without any liability on his part and for the tenant's account, without the landlord being subject to any obligation to retain these items. The landlord is free to dispose of these items of property. He has the right to appropriate these items of property or to remove them for the tenant's risk, entirely as he sees fit. The landlord may also choose to have the items of property concerned removed, to have them destroyed immediately or to store them temporarily. If the landlord had these items of property transported and stored, the tenant can only receive these items back from the landlord during the period they are stored against payment as a lump sum of all amounts the tenant owes the landlord. The landlord is not liable for damage caused to the items of property concerned during removal, transport or storage.

19.6 The provisions of article 19.5 do not apply to movable property transferred by the tenant to the subsequent tenant, provided the subsequent tenant has notified this transfer to the landlord in writing.

19.7 The rented housing must be inspected jointly by the parties in due time before the end of the tenancy agreement or occupancy. A report of this inspection will be drawn up by the parties in which the findings as regards the condition of the rented housing will be documented. This report will also document which repairs, found to be necessary during the inspection, and overdue maintenance that is the tenant's responsibility, must still be carried out at the tenant's expense, as well as the manner in which this must take place.

19.8 If the tenant or the landlord, after having been given proper opportunity to do so in writing, fails to cooperate in the inspection and/or the recording of the findings and arrangements in the report within a reasonable term, the party that insists on recording will be authorised to have the inspection carried out outside the presence of the defaulting party and to adopt the report in a binding manner for both parties. The party that insists on recording will provide a copy of this report to the defaulting party without delay.

19.9 The tenant is required to carry out or to have carried out the works that have been laid down on the basis of the inspection report within the time limit stated in the report, or within a time to be decided by the parties, in an appropriate way. In the event the tenant fails in whole or in part to comply with his obligations arising from the report, the landlord will have the right to have these activities carried out itself and to recover the related costs from the tenant, without the tenant

needing to be given notice of default by or on behalf of the landlord, and without prejudice to the landlord's right to compensation of further damage and costs.

19.10 The tenant owes the landlord an amount for the period involved in the performance of the activities, calculated from the date of the end of the tenancy agreement, which amount will be equal to the rent that applied most recently, the compensation in connection with the supply of electricity, gas and water related to consumption in the residential part of the rented housing based on an individual meter located in that part and the compensation for the other items and services that must be delivered in connection with the occupancy of the rented housing, without prejudice to the landlord's right to compensation of further damage and costs. The tenant cannot derive rights from this provision.

Payments

20.1 Payment of the rent and all other amounts owed pursuant to this tenancy agreement will take place at the latest on the due date and in euros by means of deposit or transfer into an account to be specified by the landlord.

20.2 The landlord will be free to change the place or manner of payment by means of a written notification to the tenant. The landlord will have the right to determine which outstanding claim pursuant to the tenancy agreement will be reduced by payment received from the tenant, unless the tenant explicitly indicates otherwise when making payment. In the latter case, the provisions of Article 6:50 of the Dutch Civil Code do not apply.

Deposit

21.1 By way of a guarantee for correct compliance with his obligations under the tenancy agreement, the tenant will transfer to the landlord upon signing the tenancy agreement a deposit equal to the amount referred to in article 10 of the tenancy agreement into a bank account specified by the landlord.

21.2 If the deposit has been called in, the tenant will be obliged to supplement the deposit at the landlord's first request with the amount for which the deposit was called in.

21.3 If the landlord has not called in all or part of the deposit, the landlord will be obliged to transfer the deposit within fourteen (14) days after termination of the tenancy agreement into an account number to be specified by the tenant, unless one of the cases referred to in Article 7:261b of the Dutch Civil Code applies.

Joint and several liability, co-tenancy, curatorship and administration

22.1 If multiple persons have committed themselves as tenant, they will always be jointly and severally liable in full towards the landlord for all obligations arising from the tenancy agreement. Postponement of payment or remission granted by the landlord to one of the tenants or an offer to that effect will concern only that tenant.

22.2 The obligations arising from the tenancy agreement will be joint and several also as regards the heirs and other successors in title of the tenant.

22.3 Any person who has concluded and signed the tenancy agreement together with one or more others without statutory co-tenancy does not lose his tenancy by leaving the rented housing definitively. In such cases, he will remain jointly and severally liable for the obligations under the tenancy agreement. A contractual co-tenant (joint tenant) can only end the tenancy agreement by giving notice of termination together with the other tenant(s).

22.4 When concluding the tenancy agreement, the tenant will be required to inform the landlord whether he is married or has entered into a registered partnership. The tenant will inform the landlord of the personal data of his partner. In the event the tenant marries or enters into a registered partnership after concluding the tenancy agreement, he will inform the landlord thereof in writing without delay while indicating the personal data of the partner.

22.5 When concluding the tenancy agreement, the tenant will be required to inform the landlord whether he has been under curatorship or administration. The tenant will inform the landlord of the personal data of the curator or administrator. In the event the tenant is placed under curatorship or administration after concluding the tenancy agreement, he will inform the landlord thereof in writing without delay of the personal data of the curator or the administrator.

Late availability

23.1 The landlord is obliged to make the rented housing available to the tenant on the tenancy commencement date referred to in article 3.1 of the tenancy agreement.

23.2 In the event the rented housing is not available on the intended commencement date, because the rented housing was not completed in time, because the previous tenant failed to vacate the rented housing in time contrary to the arrangements made or because the landlord has not yet obtained the government permits to be arranged for by him, the tenant will not owe until the date on which the rented housing is available to him any rent, any compensation in connection with the supply of electricity, gas and water for consumption in the residential part of the rented housing on the basis of an individual meter located inside that part, any compensation for the other items and services that are delivered in connection with the occupancy of the rented housing nor any energy performance reimbursement and his other obligations and agreed deadlines are adjusted accordingly.

23.3 The landlord is not liable for any losses sustained by the tenant arising from the delay, unless he can be accused of an attributable failure in this connection. An attributable failure also includes situations in which the landlord as yet makes no effort to make the rented housing available to the tenant as soon as possible.

23.4 If the landlord is unable to make the rented housing available within ten working days after the proposed commencement date, the tenant will have the right to dissolve the tenancy agreement extrajudicially.

Apartment rights

24.1 If the building or the complex of buildings of which the rented housing forms part has been or will be divided into apartment rights, the tenant will comply with the rules arising from the deed of division, the articles of association or

regulations regarding occupancy and sign a declaration of use upon first request. The same applies if the building or complex of buildings is or becomes part of a co-operative.

24.2 Insofar as the landlord is able, he will not cooperate in the formation of regulations that are contrary to the tenancy agreement.

24.3 The landlord will ensure that the tenant is provided with the rules regarding use referred to in article 24.1.

Default

25.1 The tenant will be in default by the mere expiry of a specific deadline.

Personal data

26.1 Personal data of the tenant and, if applicable, his spouse/registered partner and/or other family members and/or the curator/administrator, will be processed by the landlord and/or the (possible) manager and/or their group companies for the following purposes: the performance of the tenancy agreement, (scheduling) maintenance, carrying out viewings and takeovers, performing payments and collecting claims, including transferring these to third parties, handling disputes, questions or investigations, including legal proceedings, causing the performance of inspections, applications and provision of rent allowance, internal management activities, as well the performance of application of a law, such as the Municipal Debt Counselling Act, or of a statutory power such as the authority to report criminal offences. For these purposes, the personal data are provided if necessary by the landlord and/or the manager to third parties such as the bank for the purpose of payment, maintenance companies that carry out maintenance on a regular basis or pursuant to a complaint (and to whom the name and contact details such as a telephone number, e-mail address and information concerning the complaint may be forwarded), prospective tenants for viewings and takeovers (these may receive the name, telephone number and e-mail address for scheduling an appointment), collection agencies, bailiffs, lawyers and judicial authorities within the context of payment arrears or disputes, the Tax and Customs Administration and other competent authorities such as the municipality in case of application of the Municipal Debt Counselling Act and the police in case a report is filed, as well as service providers such as IT providers, accountants and auditors and lawyers.

26.2 The data subjects have the right to request the landlord and/or the manager to allow them to inspect their personal data concerned and/or request them to correct, supplement, remove or screen them. The landlord decides with due observance of the provisions of the legislation and regulations applicable to such a request. The data subjects also have the right to submit a complaint to the Dutch Data Protection Authority in connection with the processing of personal data. The tenant will inform his spouse/registered partner and/or curator/administrator, if any, of the contents of this article.

Address for service

27.1 As from the commencement date of the tenancy, all announcements made by the landlord to the tenant in connection with the performance of the tenancy agreement will be sent to the address of the rented housing.

27.2 In the event the tenant no longer occupies the rented housing, the tenant commits that he will inform the landlord thereof in writing immediately while indicating a new address for service.

27.3 The address of the rented housing applies as the tenant's address for service if he leaves the rented housing without indicating a new address for service to the landlord.

Requests

28. Unless it is provided by the landlord at his own initiative, the tenant can only invoke consent, approval, a declaration or announcement on the part of the landlord if the tenant has requested such in writing and the landlord has indicated his positive response to that request in writing. Conditions may be attached to the consent, approval or declaration of the landlord.

Complaints

29. The tenant will submit complaints and wishes in writing. This may be done orally in urgent cases whereafter the tenant will confirm the complaint in writing as soon as possible.

Consequences of voidness or voidability

30. If a part of the tenancy agreement or of the general terms and conditions is void or voidable, such will not prejudice the validity of the other provisions. Instead of the voided or void part, the parties will then be deemed to have agreed to that which comes closest, in a manner permitted by law, to what they would have agreed had they known of the voidness or voidability.

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