



LEASE FOR STUDENT ACCOMMODATION

Between the undersigned:

On the one hand, (name)....., (address)
..... from now on called

the LAND-LORD and on the other hand,

(name) on called **the TENANT**,

the following has been agreed:

Art. 1. Identification of the rented property

The landlord lets a student accommodation, destined for occupation by 1 person, sited at
.....
with room nr during the period of study in the academic year The tenant declares to
destine the accommodation only for purposes of study and that the residence is not his main residence.

Art. 2. Standard description – In the rented the following is included: *(delete whichever is not applicable)*

- a. furniture (bed with mattress, mattress cover and pillow, desk, chair, bookshelf, wardrobe, desk lamp);
- b. sanitary facilities:
 - warm and cold water : in the room / in shared room elsewhere
 - shower: in the room / in shared room elsewhere
 - toilet: in the room / in shared room elsewhere
- c. cooking facilities: in the room / in shared room elsewhere
- d. common room: yes / no
- e. heating: electric heating / central heating / gas
- f. connection to cable tv: yes / no
- g. connection to the internet: yes : no

Art. 3. Circumstantial description

During the first 14 days of the effective use of the rented property and in case of important changes in the rented property during the rental period, both parties have the right to contradict the above and to make a circumstantial description of the property on joint account for the use of both parties. The same holds at the end of the term. If no circumstantial description has been made, the tenant is supposed to have received the property in the same condition as at the end of the term, unless proof of the contrary.

Art. 4. Normal term + definition of a rental month:

The lease is contracted for a period of months. This period starts onand ends on
.....

Art. 5. Composition of the rent – The rent is €..... per month.

In this amount is included: (delete whichever is not applicable)

- a. the rent of the room
- b. the rent of the furniture
- c. the supply of water / individual energy consumption
- d. the cleaning of common rooms

- e. the energy consumption of the common kitchen, the shower or bath room
- f. the use of the bicycle shed
- g. the municipal taxes

In this amount is NOT included: (delete whichever is not applicable)

- a. the additional costs for individual energy consumption that are taken into account per tenant at cost-price.
- b.

Art. 6. Way of payment *(delete whichever is not applicable)*

..... € is to be paid cash every first Friday of each month (by receipt) or in monthly payments transferred to account in the name of The payment must have taken place, at the latest on the first Friday of every month.

Art. 7. Amount of room deposit – The room deposit amounts € is paid by The tenant/landlord may never consider the room deposit as rent. The room deposit may only be used to pay damage to the rented property, made by the tenant or by third party who has been given access to the property by the tenant. Damage due to normal use, wearing or old age are not to be paid by the tenant. The room deposit or its amount must be given back to the moment the tenant hands in the keys to the landlord or at the latest at the end of the lease. The repayment will be done by payment transferred to the account of

Art. 8. End of the lease

The lease ends on the agreed date without term of notice. Silent renewal of the lease is not allowed. Unless another arrangement has been made, the tenant has to clear the property completely and in all times give the keys to the landlord, even if the tenant is allowed to use the property during the period of the second session. When a new lease has been made with the same student, both parties agree about the date on which the room has to be cleared. In any case, the keys have to be given back by the end of the first rental period, even if the tenant is allowed to use the property during the period of the second session. In case that the parties do not make arrangements for the personal handing over of the keys, the tenant has to send the keys by registered post to the landlord.

Art. 9. Subletting and transfer of the lease

Subletting the property and transfer of the lease to a new tenant are prohibited unless written approval of the landlord has been given.

Art. 10. Premature termination

- a. Both parties are able to end this lease by giving a notice one month on forehand, in following cases:
 - The landlord:
 - in case of serious reasons, caused by behaviour of the tenant, that troubles the destination of the property as a study accommodation.
 - The tenant:
 - in case of serious lack of isolation or safety installations, or in case of a serious reason why the property is not suited to be a study accommodation.
 - in case of the death of one of the parents.
 - Both parties:
 - in case of the official termination of the tenant's studies in the municipality where the tenant attended school.
- b. The lease is automatically dissolved in case of death of the tenant.

In all cases the termination has to be done by registration post, indicating and proving the reason of the premature termination. The termination starts on the first day of the rental month following to the day of sending the registered letter. One copy has to be sent to the housing office of the educational institute. If during the term of notice a new tenant, who is acceptable for both parties, offers himself for the rent of the property, the existing lease is dissolved at the instant that the new lease starts.

Art. 11. Maintenance and repairs

In case of any damage or defect that requires a repair, the tenant will notify the landlord in writing as soon as possible. The landlord commits himself to make the necessary repairs as soon as possible. The landlord must be able to give the proof that heating devices and chimney are regularly maintained by qualified persons. The landlord is obliged to put at the disposal to the tenant all manuals and safety prescriptions concerning the electric installations and devices in the room.

The tenant is responsible for any damage or decrease in value caused by himself or by a third party who has been given access to the property by the tenant. Further the tenant takes all precautions to avoid damage due to frost in the room. The landlord is responsible for the protection from that frost of all installations. All tenants together are held solitary responsible for any non-apparent damage caused to common rooms and to the safety installations, as far as repairs chargeable to the landlord, normal use, maintenance or wearing are not concerned. The landlord is not allowed to make structural alterations/changes to the rented property without a written consent from the tenant. Neither are allowed during the studying and exam period. The same holds for the tenant. The requested structural alterations or changes must be clearly described.

Art. 12. Quiet pleasure

The landlord commits himself to assure the quiet pleasure. He only has access to the rented property in case of force majeure or with the consent of the tenant. The tenant commits himself to keep no animals in the rented property unless he has a written consent from the landlord. Both parties are to keep themselves from any activity that may disturb the rest of the other inhabitants or neighbours caused by themselves or by a third party that was given access to the property by them.

Art. 13. Obligations of comfort

The room must answer to the quality and safety prescriptions of the moment for rooms and student accommodations. The room must be sufficiently illuminated, aired and isolated against sound. The landlord guarantees a room temperature of 20° C from 7h until 24h, and 12° C at night in case there is a central heating present. In case the room is heated by other type of heating, the landlord guarantees the possibility to obtain a room temperature of 20° C. Heating devices that do not carry off burned gasses outside are prohibited.

Art. 14. Assurances

The landlord is committed to cover sufficiently the tenant's responsibility for fire and related dangers, electricity and water damage. Not fulfilling this commitment automatically results in losing the right of the landlord to hold any damage due to these causes against the tenant.

Art. 15. Mediation task of the Housing Office of the educational institution

Both parties commit themselves to propound any dispute concerning the interpretation, the execution or the termination of this lease to the Housing Office of the educational institution, before bringing it before a court of law. This office will make as soon as possible a proposal to bring both parties into reconciliation. The initiative to take further juridical steps lies with the parties themselves.

Art. 16. Final stipulations

This lease may be extended with a list of regulations about internal order and safety prescriptions. In that case the tenant has to follow these regulations provided that he had the occasion to look into these *before* signing this lease. These regulations and prescriptions have to be signed by both parties and have to be attached to all copies of the lease. The contents may never be in contradiction with or be detrimental to any regulation of this lease.

Drawn up in on in three original copies, from which both landlord and tenant received one. The third is destined for the Housing Office of the educational institution.

THE TENANT
Name:
Signature

THE LANDLORD
Name:
Signature