

TENANCY AGREEMENT FOR STUDENT RESIDENCE

ACADEMIC YEAR: -

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

Between the undersigned parties:

On the one hand, (name), (first name)....., (national registry number)
..... domiciled at (street + no.) (postal code) (municipality)
.....
(telephone), hereinafter called the **LANDLORD**,

And on the other hand, (name), (first names).....(national registry number)
.....
student at (educational institution), (study year and study area), domiciled in main residence
(street + no.)....., (postal code) (municipality).....
(telephone), hereinafter called the **TENANT**, it has been agreed upon as follows:

ART. 1. The Landlord gives a student room for rent, destined for habitation by 1 person, located (street + no.)....., (postal code)..... (municipality) at the front side/rear side/side of the building, on the ... floor /ground level, with room number, for the period of the study during the academic year The Tenant declares to use the room as a study residence and not to have his main residence in the building.

ART. 2. In the rented property, the following is provided (delete where non-applicable and mark the box where applicable) :

- Inside the room bed mattress mattress cover desk table
 chair sofa book shelves wardrobe
Possible other furniture :
 cold water hot water shower toilet cooking facilities
 TV-connection internet connection: via WIFI cable
other :
- Common parts shower toilet cooking facilities living room
 TV-connection telephone connection
 bicycle parking area parking area for car
other :
- Heating central heating electrical heating

ART. 3. TECHNICAL INVENTORY

During the first months of the actual use of the rented property, both parties are obliged draw up a detailed and contradictory technical inventory on a share-cost basis. When, during the rental period, important changes have been made to the rented places, this will be added in addendum to the initial technical inventory. If one of the parties requests so, a detailed and contradictory technical inventory will be drawn up on a share-cost basis by both parties at the end of the rental period. In the absence of a final technical inventory, the Tenant, barring evidence to the contrary, will be considered to have left the property in the same condition in which he/she has received it at the moment of entry. The same is valid when no initial technical inventory was made.

ART. 4. TERM

The tenancy agreement is entered into for a period of months.
This period starts on and ends on
The rent month starts on the initial day of the contract. The Tenant is allowed to use the property uninterruptedly during the period of the agreement.

ART. 5 RENTAL PRICE AND COSTS

The rental price amounts €..... per month.

In this rental price **all costs are included**, also the consumption of energy, water and telecommunication and the taxes on second residences.

In this amount, the marked boxes **are NOT INCLUDED**:

- € fixed cost per month for water / electricity / heating
- € advance payment per month for per water / electricity / heating
- The difference between the actual costs and the paid advance payments is indicated at the end of the tenancy agreement in a separate account. The Landlord communicates the final account at the very latest three months after the expiry of the rental period. If no individual counters are provided, and is as far as it concerns dwellings with similar comfort, the costs are divided on the basis of the following allocation key.....
.....
- € internet use and/or TV-subscription
- Taxes on second residence.

*In accordance with art. 60 Vlaamse Woninghuurdecreet [Flemish Decree on the Rental of Dwellings], all costs and charges shall be included in the rental price. Only the consumption of energy, water and telecommunication and the taxes on second residences can be charged additionally.

ART. 6. PAYMENT METHOD

This amount is paid in monthly payments in return for a receipt or by bank transfer into account number IBAN

BIC in the name of

The payment must be made at the latest within 5 calendar days after the start of the rental month.

ART. 7. RENT GUARANTEE

The rent guarantee amounts to one/two month(s) of the rental price, being €. The rent guarantee is given, at the very earliest three months before the start of this tenancy agreement, by the Tenant.

- The Tenant will deposit the guarantee with a financial institution on an individualized account in his/her name. The guarantee can only be released at the end of the agreement subject to a written agreement by both the Tenant and the Landlord.
- The Tenant will pay the guarantee by bank transfer into the account number mentioned in article 6. The Landlord pays interest to the Tenant on the amount of the guarantee at the average interest rate of the financial market from the moment the guarantee was deposited. The interest is capitalized.

The guarantee can never be used by the Tenant as rent and can only serve as compensation for the damage to the rented property, inflicted by the Tenant or by third parties to whom he/she has granted access to the room. The guarantee sum or the balance thereof is released or repaid to the Tenant, increased by the interest rate into account number IBAN BIC in the name of, and this within thirty days after termination of the tenancy agreement. If the Tenant has access to the room during the holidays period following on the tenancy agreement, the guarantee is settled on the date on which the Tenant leaves the room. When a new tenancy agreement is closed, the guarantee is transferred.

ART. 8. THE END OF THE AGREEMENT

The tenancy agreement ends on the agreed date without notice. Tacit renewal cannot be appealed to. Except for another arrangement, the Tenant must fully clear the room on that moment. When a new agreement is closed with the same student, both parties agree mutually to what extent the room must be cleared. The keys shall be returned at the end of the tenancy period unless otherwise agreed. If the parties do not reach a settlement to hand over the keys personally, the Tenant will send the keys back by registered letter. When a new agreement is entered into with the same student for the same room, the rental price can only be indexed.

ART. 9. HOLIDAYS SETTLEMENT AND ARRANGEMENT THIRD EXAM PERIOD

The Tenant may use the room uninterrupted during the tenancy agreement. The Tenant can – subject to explicit agreement of the Landlord – freely use the room during the holiday's period following on the end of the tenancy agreement. To that end, a daily rental price shall be paid, not higher than 1/30 of the monthly rental price. In case of retake of training parts of the same study year, the student can use a similar room and this from five days before the start of this exam until the day after the last retake exam. To that end, a daily rent shall be paid, not higher than 1/30 of the monthly rental price. The student who wishes to exercise this right, must inform the Landlord hereof in due time and this on 1 July at the very latest.

ART. 10. SUBLETTING AND ASSIGNMENT OF TENANCY

Subletting and assignment of tenancy are forbidden except for written permission of the Landlord. The Landlord agrees that the Tenant sublets his room when the Tenant participates to a study exchange program or must do an internship. The Tenant must deliver the address and contact details of the sub-tenant to the Landlord before the start of the sublease.

ART. 11. EARLY TERMINATION

The Tenant can terminate this agreement prematurely:

a) Before the start of the tenancy agreement via written notice of termination. The termination of the tenancy agreement is free of charge when the Tenant terminates the tenancy agreement until three months before the start of it. The Tenant owes a termination compensation of two months' rent when the tenancy agreement is terminated less than three months before the start of the tenancy agreement.

b) By giving a 2-months' notice of termination:

- in case of decease of one of the parents
- in case of official termination of all studies by the Tenant in the municipality where the student follows a training.

In any case, the notice shall be made by registered letter with indication of the reason and shall include of supporting documents. The notice starts on the first day of the rental month following on the month of service. A copy of this letter is transferred to the housing service of the educational institution. If, during the notice term, a new Tenant presents himself for the room, which tenant can be accepted by both parties, the existing tenancy agreement is dissolved on the moment that the new tenancy agreement takes effect.

c) The tenancy agreement is dissolved by right by the decease of the Tenant on the first day of the month which follows on the decease.

ART. 12. MAINTENANCE AND REPAIRS

The technical maintenance and the repairs are at the charge of the Landlord, this in accordance with the relevant legal stipulations. The Tenant will inform the Landlord as soon as possible in writing of every damage, harm or defect, which requires a repair. The Landlord commits to execute the repairs as soon as possible.

The Landlord must be able to present the evidence of the regular maintenance of all heating devices and chimneys by authorized persons.

The Landlord is obliged to put all the user manuals and safety rules applicable to electric installations and devices at the disposal of the Tenant.

The Tenant is responsible for damage or value reduction caused by himself or by third parties to whom he/she granted access to the room.

The Tenant takes shared responsibility for taking all precautions to avoid frost damage in the room. The Landlord is responsible for the protection of all installations against frost.

The Tenants are supposed to be jointly and severally liable for non-attributable damage to the common parts and to the safety installations in as far it does not concern repairs at the charge of the Landlord, normal use, maintenance or wear and tear.

The Landlord cannot execute any construction/alteration works to the rented property without written authorization of the Tenant and in no case during the study and exam period. The same goes for the Tenant. The construction or alteration works applied for shall be clearly described.

ART. 13. QUIET ENJOYMENT

The Landlord commits to guarantee the quiet enjoyment. He only has access to the rented property in case of force majeure or provided he has the permission of the Tenant.

It is not allowed to keep animals or to have them stay in the rented property, unless there is a written approval of the Landlord.

Both parties shall keep from everything that may disturb the peace of the co-residents or neighbours because of themselves or third parties to whom they have granted access.

ART. 14. COMFORT

The room must be in accordance with the quality and safety standards in force for rooms and student rooms. Additionally, the room must be sufficiently lightened, aerated and insulated against noise. The Landlord guarantees a temperature of 20°C between 7 and 24 hours and of 12°C at night if there is a central heating. If the heating is ensured by another device, he guarantees the possibility to achieve a temperature of 20°C. Heating devices of which the burnt gas is not evacuated outside, are forbidden.

ART. 15. FIRE INSURANCE

The Landlord commits to cover the responsibility of the Tenant towards the Landlords and third parties on account of the Tenant in his fire insurance against fire and related dangers, electricity and water damage. Non-observance of this commitment automatically results in the fact that the Landlord loses every legal right of recourse against his/her Tenant. The personal household effects of the Tenant are not covered by the fire insurance of the Landlord. Unless he/she is covered for this via the fire insurance of his/her parents (main residence), the Tenant must take out an insurance for his/her household effects.

ART. 16. MEDIATION HOUSING SERVICE OF THE EDUCATIONAL INSTITUTION

The parties commit to present all disputes about the interpretation, the execution or the termination of this tenancy agreement to the housing service of the educational institution, before introducing it to the court. This service will as soon as possible make a suggestion to reconcile the parties. The initiative for further, if the occasion arises, legal steps, is up to the parties themselves. The housing service only mediates in tenancy disputes with Tenants who are students at Vives, Howest, KU Leuven campus Kulak, U Gent campus Bruges and KU Leuven campus Bruges.

ART. 17. REGISTRATION

The Landlord is obliged to register the tenancy agreement. The registration is free of charge and shall be effected within two months after signing the tenancy contract. The costs related to late registration are fully at the charge of the Landlord. Non-respect of the registration obligation by the Landlord gives the Tenant right to indemnification at the sale of the property, to be paid by the Landlord when the tenancy contract is not respected by the new owner/ landlord.

ART. 18. The Landlord commits to hand over the fire safety rules of the house to the Tenant. The Tenant declares having received a copy of these rules. These documents constitute an integral part of this agreement.

This tenancy agreement can also be completed by Internal Rules and Regulations. In that case, the Tenant shall respect the stipulations thereof, provided that the Tenant has been able to take cognizance thereof before signing the tenancy agreement. These rules and regulations shall be signed by both parties and added to all copies of the tenancy agreement. The contents thereof can in no event be contrary to, or prejudice the stipulations included in the tenancy agreement.

The vulgarizing explanation of the Vlaamse Woninghuurwet can be found on www.woninghuur.vlaanderen/VulgariserendeToelichting

This agreement may be signed by hand or electronically. The parties acknowledge the validity of the signing of this agreement with an electronic signature by means of generally accepted and available software and/or through the exchange of scanned or PDF signatures. Each party shall have the right to use the electronically signed version of this agreement as proof of the agreement's implementation by all parties.

Done at on in four copies, of which each party recognizes having received one copy. The third is destined for registration, the fourth for the housing service of the educational institution.

THE TENANT

THE LANDLORD

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