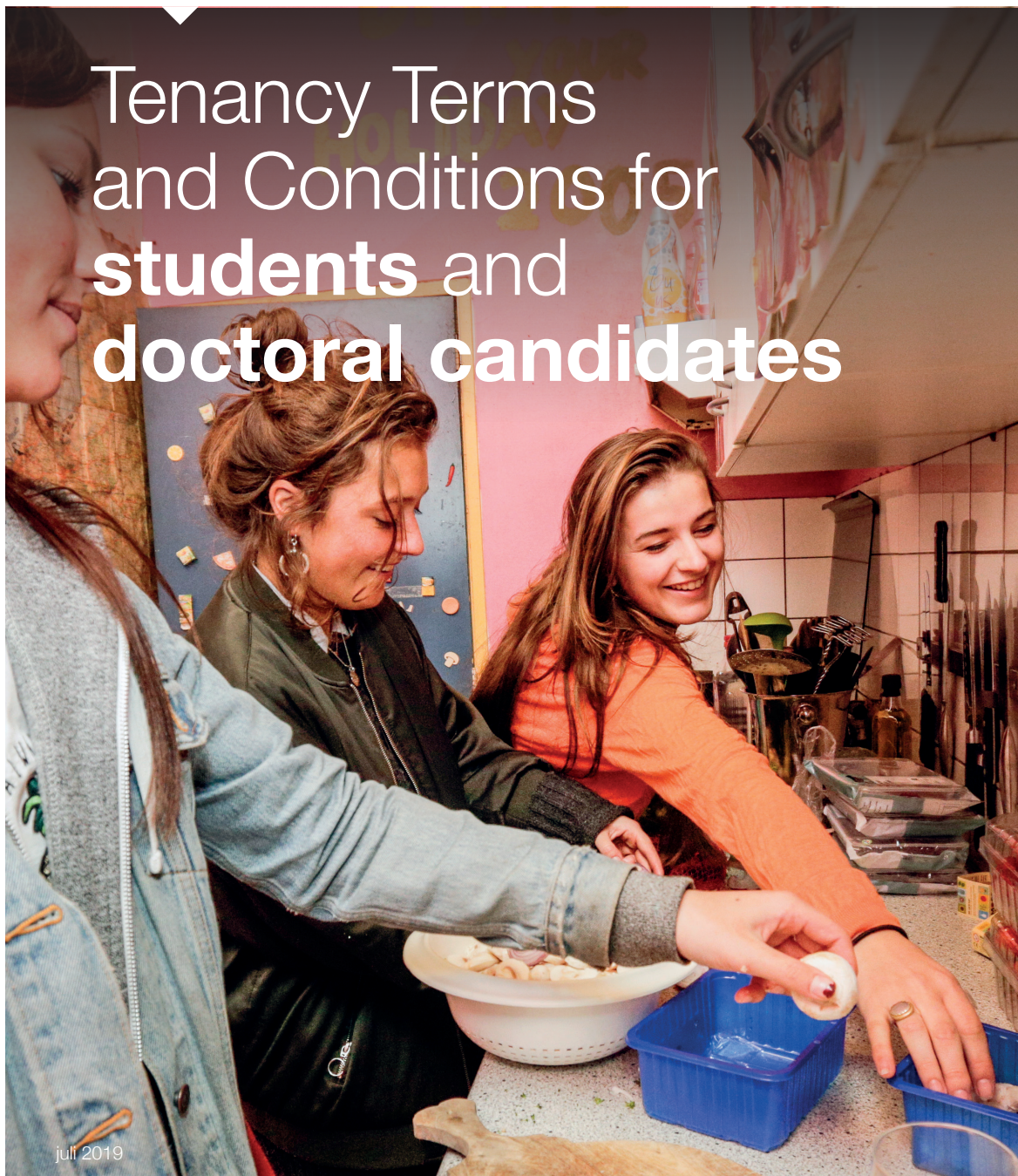


## Tenancy Terms and Conditions for **students and doctoral candidates**



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**scope of these terms and conditions**

**article 1**

These Tenancy Terms and Conditions form part of the Tenancy Agreement, which states that they are applicable. If the provisions of the Tenancy Agreement deviate from these Tenancy Terms and Conditions, the provisions of the Tenancy Agreement take precedence. These Tenancy Terms and Conditions apply to the property, communal areas and facilities provided with the property specified in the Tenancy Agreement.

**intended use of the property**

**article 2**

The property is intended to be used as living accommodation for a student or doctoral candidate as defined in articles 7:274d and 7:274e of the Dutch Civil Code. When the Tenancy Agreement ends, the property will be let to another student or doctoral candidate.

**delivery and acceptance of the property**

**article 3**

3.1. The landlord will deliver the property on the start date of the Tenancy Agreement. If this is not possible because the property is not ready or because the previous tenant did not vacate the property on time, the start date of the Tenancy Agreement will be postponed until the property is delivered to the tenant. The landlord is not liable for any losses incurred by the tenant as a result of the late delivery of the property, unless the landlord is guilty of serious incompetence or gross negligence.

3.2. The landlord will ensure that the property is delivered to the tenant empty and broom clean, and that the facilities included in the property work properly.

3.3. If applicable, the tenant must arrange gas, water and power supply to the property after signing the Tenancy Agreement.

- 3.4. The tenant must notify the landlord of any defects or damage in the property within one week of the start date of the Tenancy Agreement. In the absence of such notification the landlord will assume that the property was delivered without defects or damage at the start of the Tenancy Agreement unless the tenant can prove otherwise.

#### **article 4**

##### **primary residence**

- 4.1. The tenant must occupy the property as their sole and primary residence.
- 4.2. The tenant must register with the Dutch population register (Basisregistratie Personen) as living at the address of the property from the start date of the Tenancy Agreement.

#### **article 5**

##### **cohabitation, subletting and house sitting**

- 5.1. The tenant must occupy the property alone. An exception may be made if the property is a self-contained unit with at least one separate bedroom. In this case, cohabitation is permitted, but only with the landlord's prior written consent. The landlord sets conditions for his permission.
- 5.2. The tenant may not allow a third party to rent or use part or all of the property. Nor may the tenant sublet the property to a third party, or allow a third party to use the property.
- 5.3. If the landlord has reason to believe that the tenant has sublet the property to a third party or allowed a third party to use the property, the tenant must prove that they have continuously occupied the property as their primary residence.
- 5.4. If the tenant is found to have sublet the property without the landlord's consent, the landlord will start eviction proceedings against the tenant and the subtenant. Any profit gained by the tenant from subletting the property must be paid to the landlord.

- 5.5. The exception is that the tenant only allows a third party to temporarily occupy the property as a house sitter with the landlord's prior written consent. The landlord gives consent subject to conditions.

## **article 6**

### **Payment of rent**

- 6.1. The rent payment consists of the basic rent plus service charges. Service charges include the costs of separately metered utilities and service charges as defined in article 7:237, paragraph 3, of the Dutch Civil Code.
- 6.2. The tenant is required to pay a monthly advance for certain service charges. The landlord will settle annually with the tenant any difference between the advance paid by the tenant and the costs actually incurred, with the exception of contributions to funds established by the landlord.
- 6.3. Unless otherwise agreed, the tenant must pay the rent for the property in full, in advance, before the first of the month.
- 6.4. Unless the tenant expressly states otherwise, the landlord will offset any payment made by the tenant against the longest outstanding claim.
- 6.5. The tenant may not offset claims against the landlord against the rent.

## **article 7**

### **occupancy**

- 7.1. The tenant may only use the property and any communal areas as they are intended to be used.
- 7.2. Unless the property is let semi- or fully furnished, the tenant must furnish the property at the start of the Tenancy Agreement. The tenant must ensure that the property is adequately furnished throughout their tenancy.

7.3. Pets are not allowed in properties with shared facilities. Pets may only be kept in self-contained properties with the landlord's express consent. In granting consent, the landlord will consider criteria such as the suitability of the property, the type of pet and possible disturbance. The landlord may withdraw consent previously given if the pet is reported to be causing a disturbance.

7.4. The tenant must keep the door of the property locked when not in the property.

### **article 8**

#### **appropriate use**

8.1. The tenant must ensure that the property and any communal areas are kept clean and regularly ventilated during their tenancy. This is to prevent accumulation of dirt and condensation and attraction of vermin.

8.2. If the property has a front and/or back garden, the tenant must ensure that the garden is maintained to the landlord's satisfaction. The tenant must not plant trees, shrubs or other plants that may disturb third parties. The tenant may not store anything in the garden or on the balcony, terrace or roof terrace.

8.3. The tenant must show care and consideration when using a communal garden, balcony, terrace or roof terrace. The tenant is not permitted to store anything in these areas.

8.4. The tenant may not light barbecues and/or fires on balconies or roof terraces or in the car park.

8.5. In the event of persistent undesirable behaviour, the landlord may decide to temporarily close the communal roof terrace as a preventive measure.

8.6. The tenant is not permitted to enter or store items in areas that are clearly not intended to be used by the tenant. These include areas such as rooftops, gutters, boiler rooms and communal meter cupboards.

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- 8.7. The tenant must deposit household waste in the appropriate containers provided, such as a roller container or underground waste containers. Under no circumstances may household waste be stored in the property, on a balcony or in any other communal areas. If waste is stored in these areas, the landlord may arrange to have the waste removed at the tenant's expense.
  - 8.8. The tenant must ensure that they do not create any fire hazards in the property or communal areas. The landlord will install legally required fire alarms and extinguishers and ensure that they are maintained. The tenant must ensure that fire alarms and extinguishers are accessible at all times. The tenant must not abuse or misuse the fire alarms and extinguishers in the building.
  - 8.9. The tenant must not use or store in any part of the property or its grounds, substances that pose a fire or explosion hazard or otherwise jeopardise safety or increase the risk of damage.
  - 8.10. The tenant must not place or store goods in areas designated as traffic or escape routes. Should the tenant do so, the landlord may arrange to have the goods removed without being legally obliged to retain them.
  - 8.11. The tenant may only use escape routes and/or fire escape stairs in an emergency.
  - 8.12. Unused and unusable furniture may not be stored or left in or near the property. This includes garden furniture.
  - 8.13. Bicycles, mopeds, motorcycles, cars and other such vehicles may only be parked in areas designated as parking areas by the landlord. Unroadworthy cars, caravans, trailers, and other such vehicles may not be parked on the premises. If such vehicles are parked on the premises, the landlord may arrange to have them removed without being legally obliged to retain them.

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- 8.14. The tenant must not throw anything from the property.
  - 8.15. The tenant may not use the communal power supply or a third party's individual power supply without the landlord's consent.
  - 8.16. Smoking is prohibited in all communal areas.
  - 8.17. Tenants who share facilities are jointly responsible for the communal areas provided.

### **article 9**

#### **disturbance**

- 9.1. The tenant must ensure that neighbours are not disturbed or inconvenienced either by the tenant or by third parties present in or near the property or communal areas at the tenant's request. The tenant must not disturb neighbours at night.
- 9.2. The tenant must act as a good tenant towards persons employed and engaged by the landlord. In the event of physical or verbal abuse, aggression or other misconduct, the landlord will take appropriate legal action against the tenant, which may lead to termination of the Tenancy Agreement.
- 9.3. The tenant may not grow, process, store or sell marijuana, or use marijuana with others, in or near the property or communal areas. Similarly, the tenant may not produce, store or sell hard drugs and/or other narcotics or use such substances (either alone or with others) in or near the property or communal areas. Failure to comply with these rules may lead to termination of the Tenancy Agreement and eviction from the property.
- 9.4. The tenant must not commit criminal offences in or near the property. Possession or storage of weapons, ammunition or explosives that is an offence under the Dutch Weapons and Ammunition Act is prohibited. Failure to comply with this prohibition will justify termination of the Tenancy Agreement and eviction from the property.

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## article 10

- maintenance**
- 10.1. The tenant must allow all work activities the landlord wishes to carry out on the property and/or adjacent properties and/or central facilities. The tenant must cooperate and do everything necessary to enable the landlord to carry out the works. This includes meter readings and works necessitated by a government or court order. The landlord will inform the tenant of the nature, scope, start date and duration of the works well in advance. The landlord will ensure that the works cause as little inconvenience as possible to the tenant. In this context, the term 'landlord' includes persons appointed by or on behalf of the landlord.
  - 10.2. All work to be carried out by tenant, as listed in the Glossary of Maintenance Terms, must be expertly carried out. The tenant must ensure that the work is carried out in accordance with government regulations and/or instructions issued by the landlord. Any costs and losses ensuing from the tenant's failure to comply with this requirement will be recovered from the tenant.
  - 10.3. The tenant is not entitled to reduced rent or compensation for carrying out work, unless the provisions of the Social Charter apply.
  - 10.4. The tenant may only carry out repairs and other work on pipes and installations and in meter boxes if this is maintenance for which the tenant is responsible, as outlined in article 10.2.

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## article 11

### tenant alterations and additions

- 11.1. The tenant may only make alterations and additions to the property with the landlord's consent.
- 11.2. The landlord may give consent subject to conditions regarding things such as:
  - the method of application;
  - the expertise with which the work is carried out;
  - the nature and quality of the materials used;
  - prevention of damage to the structure of the property or the building;
  - compliance with government building code;
  - the maintenance of the alterations or addition;
  - additional measures to reduce inconvenience caused to third parties;
  - insurance, tax, and liability.
- 11.3. When granting consent, the landlord will inform the tenant whether the alteration or addition needs to be removed at the end of the tenancy. The obligations set out in this article also apply to tenant alterations and/or additions taken over from a previous tenant.
- 11.4. The tenant is required to maintain, rectify and repair tenant alterations and additions.
- 11.5. The tenant is liable for any damage caused by a tenant alteration or addition. The tenant must indemnify the landlord against all third-party claims for damage caused by alterations made to the property by the tenant.
- 11.6. If the tenant is required to temporarily remove tenant alterations and additions to allow maintenance or repair work to be carried out on the property, or the building of which the property is a part, the costs of removal, storage and reinstallation will be borne by the tenant.

11.7. The tenant may not attach any alterations or additions to the outside of the property and/or the building.

## **article 12**

### **liability**

12.1. The tenant must take all necessary precautions to prevent damage to the property, particularly damage caused by fire, storms, water and frost. Regardless of the cause, the tenant must immediately inform the landlord of (imminent) damage or defects to the property. The tenant is liable for losses incurred by the landlord or third parties if the tenant knew or should have known about a defect and did not immediately notify the landlord.

12.2. The tenant is liable for damage to the interior or exterior of the property during their tenancy if it can be shown that the tenant failed to fulfil the obligations of the Tenancy Agreement.

12.3. If disconnection of the gas, water and/or power supply to the property is attributable to failure by the tenant, the reconnection fees and any resulting loss of rent will be charged to the tenant.

12.4. The landlord is not liable for personal injury or property damage sustained by the tenant and/or members of their household as a result of storms, frost, lightning, earthquakes, heavy snow, flooding, a rise or fall in the groundwater level, infestation or other disasters or police raids.

## **article 13**

### **end of the tenancy**

13.1. The Tenancy Agreement can be terminated by submitting the Tenancy Termination Form on the website, [www.lefier.nl](http://www.lefier.nl).

13.2. Unless otherwise agreed in the Tenancy Agreement, the tenant must give at least one calendar month's notice. The tenant can terminate the Tenancy Agreement on any day of a calendar month other than a Saturday, Sunday or official public holiday, in which case notice will be considered to have been given on the next working day.

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- 13.3. If the landlord wishes to terminate the Tenancy Agreement, the landlord must give at least three months' notice. This notice period will be extended by one month for each year that tenant has continuously rented the property, up to a maximum of six months, unless the nature of the Tenancy Agreement necessitates a different notice period.
  - 13.4. On termination of the Tenancy Agreement, the tenant must provide the landlord with their new address.
  - 13.5. If the Tenancy Agreement is terminated due to the death of the tenant and no heirs make themselves known to the landlord by the end of the second month following the death of the tenant, the landlord is entitled to enter the property. In such a situation, the landlord is entitled to remove all personal items from the property without being legally obliged to retain them.

#### **article 14**

##### **returning the property**

- 14.1. At the end of the Tenancy Agreement, the landlord or tenant may request a property inspection. The tenant must give the landlord the opportunity to carry out the inspection. The tenant and the landlord will inspect the property together. During this inspection the landlord will complete an inspection report noting any repairs that need to be carried out at the tenant's expense before the end of the tenancy. The landlord will also note the estimated cost of these repairs. Both parties sign and receive a copy of the inspection report.
- 14.2. If the tenant does not cooperate with the inspection process, the landlord will carry out an inspection alone at the end of the tenancy. The landlord's findings will be considered accurate unless the tenant can prove otherwise.
- 14.3. At the end of the tenancy the tenant must leave the property completely empty and clean, and must return the keys to the landlord by no later than 12:00 on the last day of the Tenancy Agreement.

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- 14.4. Anything left in the property at the end of the tenancy is forfeited by the tenant. If necessary, the landlord will have the items removed from the property without being legally obliged to retain them. The removal costs will be charged to the tenant. This does not apply to items that have become known via the takeover form that they have been taken over by the next tenant.
  - 14.5. The tenant is responsible for the removal of items acquired from a previous tenant that the next tenant does not want.
  - 14.6. If the tenant fails to fulfil their end-of-tenancy obligations, including restoring the property to its original condition and removing any tenant alterations and additions, the landlord has the right to arrange for the necessary work to be carried out at the tenant's expense. The cost of any other damage attributable to the tenant will also be charged to the tenant.
  - 14.7. The tenant must allow the property to be shown to prospective tenants.

## **article 15**

### **other provisions**

- 15.1. If part of the Tenancy Agreement or these Tenancy Terms and Conditions is found to be null or void, this does not affect the validity of the other provisions. The relevant section will be replaced by a new legally permissible provision that is as close as possible to what the parties would have agreed, had they been aware of the invalidity or nullity of what was agreed.
- 15.2. If the building of which the property is a part is divided into apartment rights, the tenant must respect the rules regarding the use of the property as specified in the deed of division, articles of association and regulations. The landlord will ensure that the tenant is provided with a copy of the rules regarding the use of the property.

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15.3. These Tenancy Terms and Conditions were drawn up in Dutch and translated into English. Should there be a discrepancy between the Dutch text and the English translation, the Dutch text is decisive.



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