

Social Plan Renovation Opaallaan

December 1st, 2022



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1. Definitions

Below are some terms that are used several times throughout the document. To avoid ambiguity, DUWO has written out the terms:

1.1 Opaallaan

The entire residential complex in Hoofddorp at Opaallaan 30 to 1168 (even) consisting of 10 towers.

1.2 Tower(s)

The residential towers 1, 8, and 10, with house numbers 30 to 142, 828 to 940 and 1056 to 1168.

1.3 Tenant

A person who has entered into a rental agreement with Stichting DUWO with regard to a residence.

1.4 Self-contained housing unit

A home that has its own access and that the resident can occupy without depending on essential facilities outside the unit. This could include a private bathroom, toilet and kitchen.

1.5 Non-self-contained housing unit

A residence that does not qualify as an independent residence.

1.6 Campus contract

A rental agreement relating to living accommodation intended for students or PhD students that complies with the provisions of Article 7:274d or Article 7:274e of the Dutch Civil Code.

1.7 Tenant representation

The representation of tenants living in the residences belonging to the complex to which these policy rules apply. For Opaallaan, the residents' association is Duwoners.'

1.8 Renovation

A major renovation that improves the home in comfort, appearance and/or adds elements to the home such as a private kitchen.

1.9 Relocation

Transferring inventory from one home to another.

1.10 Reference date

The date that determines whether you are entitled to replacement housing and a relocation allowance under this Social Plan. The reference date of this Social Plan is the date of dispatch of this Social Plan, 01-12-2022 (December 1st, 2022).

2. Framework and target group

This DUWO Social Plan is annexed to the letter dated 01-12-2022 (December 1st, 2022) and comprises the complete package of conditions and measures adopted by DUWO for the Opaallaan renovation project, in which all the non-self-contained housing units and communal areas will be renovated and converted into self-contained one-room apartments.

According to the current planning, the renovation project will start on 01-07-2023 (July 1st, 2023). In this Social Plan, you can find when your tower is scheduled to come up, how and which replacement accommodation you can obtain, what you will receive in compensation for moving and refurbishing costs, what the completion level of your replacement accommodation will be and what conditions apply to all of this.

This Social Plan was submitted for advice to the Duwoners residents' association, which advised positively on the content of the Social Plan.

The Social Plan applies to all tenants of housing referred to under 1.2, who were already tenants on the basis of a campus contract before the Reference Date (01-12-2022).

3. Project description

DUWO is continuously working to improve its housing portfolio, including the Opaallaan. Currently, towers 1, 8 and 10 consist of non-self-contained rooms (tower 7 was already renovated and converted to self-contained apartments in 2017).

The Opaallaan has existed since 1996, which means that the buildings have been in use for over 20 years. During the 'Opaallaan Blooms' project, the liveability of the complex was addressed. As a result of this project, a report was drawn up, which concluded that the buildings is in need of renovation, with the communal kitchens in particular causing problems. The residents' association Duwoners has been involved in this project.

All rooms in the towers have bathrooms with a toilet. For cooking, tenants can currently use a communal kitchen. A shared bike shed is located on the ground floor.

A kitchen will be installed in all rooms. With this, the communal kitchen will disappear. These spaces will be converted into housing units. Tower 7 has a laundry room that can also be used by residents of towers 1, 8 and 10.

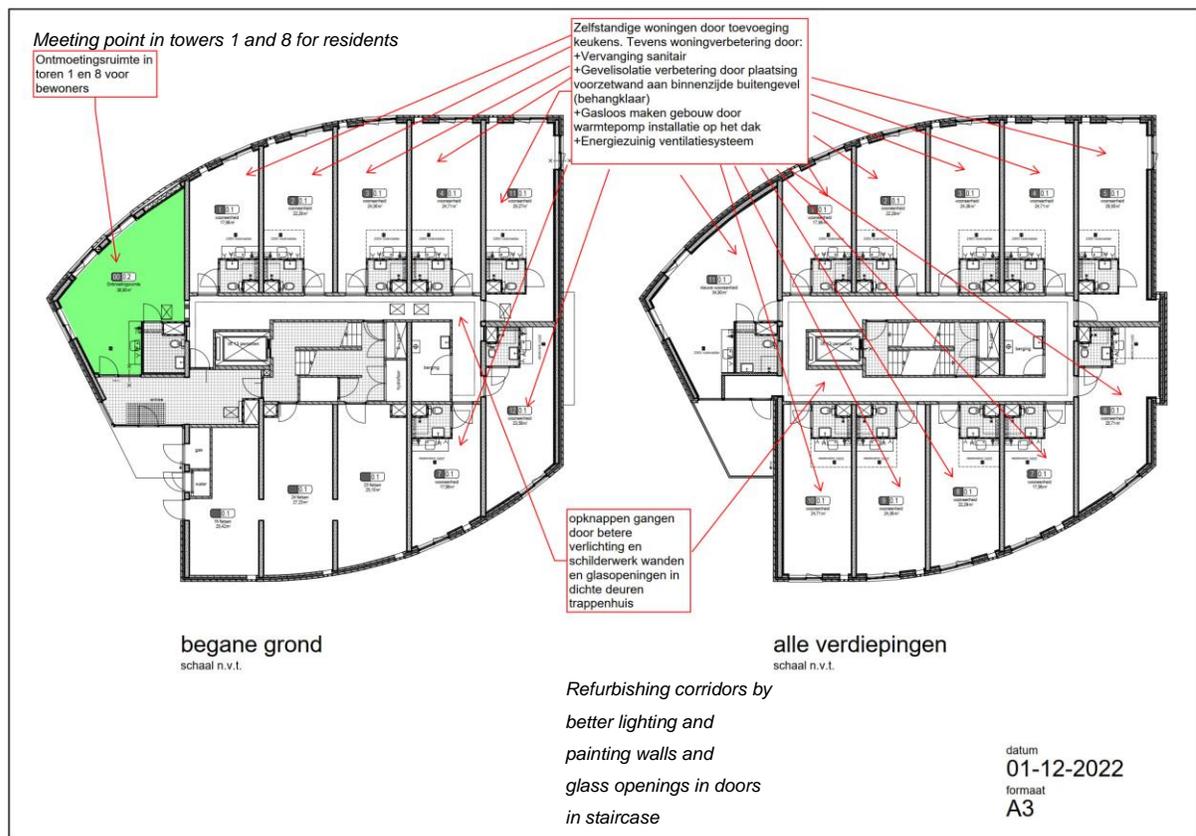
4. Renovation

4.1 Self-contained housing units

A tower on Opaallaan, except the renovated tower 7, currently contains 57 'non-self-contained rooms' spread over six floors. All 57 non-self-contained rooms in each tower (except tower 7) will be renovated and converted to self-contained apartments. This means that all rooms will be refurbished and equipped with their own kitchens. The communal kitchens will also be converted into independent residences, except for the common room on the ground floor. This means that each tower will have 62 independent apartments after the refurbishment. The balconies on the upper floors will remain accessible to residents.

Below are the floor plans of the new situation. In tower 7, you can see what the situation will look like after renovation.

Self-contained rooms by adding kitchens. Also home improvement by replacing plumbing, facade insulation, making the building gas-free by heat pump installation and energy-efficient ventilation system



For the apartments that will be realised in the communal kitchens, you are eligible for rent supplement from the age of 23. For the other apartments, you are eligible for rent supplement from the age of 18.

4.2 Replacement accommodation

In general, DUWO will offer you replacement accommodation. Read articles 5.3 and 5.4 carefully for terms and stipulations. This has to do with the fact that you still are required to be in possession of a study certificate and cannot move on if you have rent arrears.

DUWO offers you the following options:

4.2.1 Moving to another residence on Opaallaan

You have the option of moving to another non-self-contained residence on Opaallaan. You may indicate a preference for a room type. Properties will be allocated on the basis of availability and length of registration. If you want to move to the same type of house, the rent will be frozen, meaning you will not pay more unless you move to a larger room.

However, annual rent increases are always passed on per 1 July. Should you wish to move to a property on Opaallaan, bear in mind that towers 8 and 10 will also be renovated within two years and that there is a possibility that the other towers on Opaallaan will also be renovated in the future. Then you will have to move again. In that case, you will again be eligible for moving allowance.

4.2.2 Moving and returning to the renovated residence

As long as you are still studying, you have the option to temporarily move to another residence on Opaallaan, or somewhere else, and then return to the renovated residence. A moving allowance will be granted once in this case. Please take into account an increase in the rent because the property will have been renovated. We expect that you will also have to sign a special nuisance clause by that time.

4.2.3 Moving to a property outside Opaallaan

Tenants also have the option of moving to a residence outside Opaallaan. However, DUWO will not offer any specific support in this regard. Tenants may respond to the offers on DUWO's website or another rental platform. If you can prove you are still a student or PhD student, you do qualify for a moving allowance.

4.3 Campus contracts

DUWO will not offer you another residence and moving allowance if you are no longer attached to an educational institution as a student or PhD student. Please refer to Article 7:274d paragraph 2 or Article 7:274e paragraph 2 of the Dutch Civil Code. These articles explain what is meant by a student and doctoral candidate. When entering into the new contract, you must be able to prove that you are still studying or doing a PhD.

If you do not have a campus contract, this obviously does not apply.

4.4 Rent arrears

In case of rent arrears, compensation as mentioned in article 5.3 and article 5.7 will not be set off against the arrears. If arrears remain after set-off, you will only be offered replacement accommodation if you have made a payment arrangement for these arrears. This arrangement will form part of the new tenancy agreement where non-compliance with the arrangement will result in a failure to act in accordance with that new agreement.

4.5 Double rent charges

When you move to another DUWO residence, a double rent burden is prevented by stopping the rent payment obligation for the old residence 1 day prior to the start of the new rental contract.

4.6 Moving expenses compensation

DUWO is not obliged to pay moving expenses compensation. This is only compulsory for self-contained houses, not for non-self-contained houses. Nevertheless, DUWO wants to accommodate you and, for this reason, we apply the calculation of the moving expense compensation that was established by DUWO's residents' organisations in 2017. This compensation scheme has already been shared with you in the first newsletter, however, you can re-read it on the DUWO website: <https://www.duwo.nl/renovatie-opaallaan>. You will also find all newsletters there.

You are eligible for a moving allowance only if you can prove you are still connected to an educational institution as a student or PhD student. Evidently, this only applies to residents with a campus contract.

The moving allowance is paid out in two instalments, after settlement of any rent arrears. 60% will be paid after written termination of your old residence and 40% after correct completion of your old residence in accordance with Article 4.8.

4.7 ZAV allowances

ZAV stands for 'zelf aangebrachte voorziening' i.e. 'self-installed facility'. If you have installed facilities in the residence yourself, you may remove them from the residence and take them with you before the work is carried out. If you have received permission from DUWO in advance to install your own facilities, you may leave them in the residence. If you have self-installed facilities that you cannot remove and you will not return to your old residence, you are only entitled to compensation if and insofar as this was stipulated by DUWO in the prior written permission for the installation given at the time.

4.8 Completion of old residence

The property to be vacated must be left safe, whole, i.e. in decent condition, with its full equipment (e.g. plumbing, radiators, doors etc.) and broom clean. Completion is named in Article 16 of the rental conditions.

If you choose to return to the renovated property after the renovation, it is possible to leave the upholstery (curtains and floor) in place during the works. The contractor will cover your floor prior to the work to protect it from damage and touch it up upon installation of the new kitchen. However, DUWO does emphasise that any damage will not be repaired or compensated for.

5. Process

5.1 Communication

You will receive a letter from us on 01-12-2022 (December 1st, 2022) inviting you to the residents' evening. At the residents' evening on December 8th, the preliminary plans will be presented. This Social Plan was sent to you with the letter of 01-12-2022 (December 1st, 2022), as well as a 'declaration of consent for renovation and termination of rent' with which you, as a tenant, agree to the termination of the rent due to renovation under the conditions of the Social Plan (i.e. guaranteed rehousing and an allowance for removal and refurbishing costs). We kindly ask you to return the signed statement of agreement in the manner indicated.

DUWO will contact you to take stock of your housing wishes and personal circumstances. DUWO will try to accommodate you as much as possible.

DUWO will organise various consultation hours and information evenings during the process. At these times, you will be able to ask questions and be updated on the progress of the process. In addition, you will be informed regularly by means of a digital newsletter.

You will have a fixed contact person for questions throughout the renovation process. This will be either Anita Veen, Jolien Beltman or Albertien Wijma, all three of whom can be reached via +31 (0)88 235 3888.

If 70% or more of the sitting tenants agree to the renovation under the terms of this Social Plan at the start of the renovation, DUWO will proceed with implementation. If this percentage is not achieved, DUWO reserves the right not to carry out the renovation.

5.2 Planning

Work in each tower is expected to take seven (7) months. DUWO reserves the right to deviate from this plan and schedule due to unforeseen events.

5.3 Role of residents' representation

DUWO is consulting with the residents' association Duwoners on the Opaallaan Renovation project. The consultation complies with the obligations under the Housing Act and the Tenants' Consultation Act. The progress of the redevelopment (including the evictions) is discussed periodically with the residents' association.

5.4 Maintenance and liveability

From 01-11-2022 (November 1st, 2022) onwards, no planned maintenance will be carried out on towers 1, 8 and 10, but all necessary regular (daily) maintenance and repairs will be carried out in accordance with the rules of regular complaint maintenance. To maintain the liveability of the neighbourhood and the property prior to renovation, a management plan may be drawn up in consultation with the municipality. Issues such as maintenance of gardens and streets, lighting, placement of waste containers, etc. will be addressed in this plan.

5.5 Temporary letting of vacant properties as of the Reference Date

The rooms in the towers to be renovated that become vacant during the relocation process will be temporarily rented out by DUWO as of the Reference Date, only for a short period of time, with the rent terminating by operation of law on the agreed end date.

5.6 Hardship clause

Should application of this Social Plan in an individual case result in an unfairness of predominant nature, DUWO may deviate from the application of this Social Plan. Requests for application of this hardship clause must be made in writing. DUWO will decide on such a request within thirty days of receipt. The applicant will be notified of the decision in writing.

5.7 Disputes

A dispute about the application of this Social Plan to the Disputes Committee may be submitted in writing, including grounds and motivation.

5.8 Indexation

Annually, on January 1st, the amounts mentioned in this Social Plan, such as the moving allowance, are adjusted by the percentage by which consumer prices have risen in the previous year.

5.8 Evaluation

This Social Plan will be reviewed with the residents' association as often as DUWO or the residents' association deem appropriate.

5.9 Unforeseen circumstances

DUWO cannot be held responsible for unforeseen circumstances that may lead to changes in the plan, or a change in the schedule. Should there be any changes, DUWO will inform you as soon as possible.