

Tenancy

> Regulations



DUWO

Specialist in student housing

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Article 1 > Tenancy Regulations

These tenancy regulations form part of DUWO's tenancy agreement. Any derogations from the wording of the tenancy agreement or from these regulations shall be valid only if agreed in writing. The landlord has provided the tenant with a copy of these tenancy regulations prior to signing the tenancy agreement.

These tenancy regulations have been drawn up in Dutch and translated into English. In the event of any discrepancy between the Dutch text and the English translation of it, the Dutch text, which can be found on our website www.duwo.nl, pag 5 tietl shall be decisive.

Article 2 > Definitions

For the purpose of these regulations the following terms shall have the following meanings.

- 2.1 Section**
A group of tenants that, under the tenancy agreement, have been granted the right to joint use of one or more common rooms and/or common facilities, such as kitchen, shower, bathroom.
- 2.2 Service Charges Budget**
The annual written statement of the estimated service charges for the following year.
- 2.3 Residents' Representation**
The representative or representatives selected for each building complex by the residents from their number to consult with the landlord on behalf of the building complex.
- 2.4 Building Complex**
A unit identified as such in the landlord's accounting records comprising one or more buildings.
- 2.5 Rented Object**
The rented object as referred to in article 1 of the tenancy agreement. Any reference in any DUWO leaflet to "dwelling" is understood to refer to the rented object.
- 2.6 Common Rooms**
All rooms pertaining to the rented object the use of which a tenant shares with other tenants pursuant to article 1 of the tenancy agreement.
- 2.7 Tenant**
The person who has entered into a tenancy agreement with the landlord for the tenancy of residential accommodation.
- 2.8 Tenants' Organization**
Tenants' Organization as meant in Article 1, sub f of the 'Overlegwet'.
- 2.9 Tenancy Agreement**
The tenancy agreement entered into between the tenant and the landlord of which these tenancy regulations form part.
- 2.10 Rental**
The consideration due by the tenant for the mere use of the rented object.
- 2.11 Non-independent dwelling**
A dwelling which is not an independent dwelling.
- 2.12 Inspection List**
The form for an independent dwelling is referred to as *acceptance of the rented premises*. The form for a non-independent dwelling is referred to as *acceptance form*.

2.13 Participation Regulations

The regulations referred to in the landlord's bye-laws, in which the landlord has set forth agreements with the residents' organizations referred to in the landlord's bye-laws.

2.14 Service Charges

Service charges are a tenant's other payment obligations that he is to perform under the tenancy agreement, in addition to the rental.

2.15 Service Charges Unit (SCU)

The ratio for the purpose of charging service charges per dwelling or per residential unit.

2.16 Landlord

Stichting DUWO, a civil-law foundation, having its registered office in Delft, the Netherlands.

2.17 Commune

A group of tenants that, under the tenancy agreement, have been granted the right to joint use of one or more common rooms and/or common facilities, such as kitchen, shower, bathroom, and forms part of the section.

2.18 Accommodation

A constructed property which is let as an independent or non-independent dwelling, with its fixed appurtenances.

2.19 Independent dwelling

A dwelling with its own entrance which the occupier may inhabit without thereby being dependent on significant provisions from outside the dwelling.

Article 3 > Common Rooms

- 3.1** If the tenancy agreement includes one or more common rooms, the tenant and the other tenant or tenants in the commune shall be entitled to use such common room or common rooms. All tenants shall exercise such right concurrently and respecting each other's rights, unless provided otherwise in the agreement.

Article 4 > Multiple-Tenants Tenancy

- 4.1** If the tenancy agreement has been signed by multiple tenants, the following provisions shall apply.
- a Each tenant shall have an independent and full right to tenancy that they shall exercise concurrently and respecting each other's rights.
 - b The rental and the advance payment on the service charges shall be due by the said tenants jointly. If the agreement with respect to one or more tenants ends, the full amount of the rental and service charges shall remain due by the other tenant or tenants.
 - c Each of the tenants shall be jointly and severally liable for the full amount of the rental and the service charges and for all other obligations that may ensue for each of them from the agreement and the law.
- 4.2** In the event of continuation of the tenancy agreement pursuant to Articles 7:266 (spouse or registered partner), 7:268 (tenant's death) and 7:269 (subtenant) of the Netherlands Civil Code [Burgerlijk Wetboek], the person who continues or wishes to continue the tenancy agreement shall immediately notify the landlord in writing.

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Article 5 > **Delivery and Acceptance of an Independent Dwelling**

- 5.1** On the agreed date the landlord shall make the rented object available to the tenant. Upon delivery the landlord warrants the good condition of the rented object and the proper performance of the available facilities.
- 5.2** If the landlord is unable to make the rented object available to the tenant in good time because the rented object is not completed by that time or the previous tenant has failed to vacate the rented object in good time, no rent shall be due by the tenant until such date as the rented object is actually made available to him. The same holds true in respect of the advance payment on the fee for additional supplies and services.
- 5.3** The landlord shall not be liable for any damage suffered by the tenant as a result of the fact that it fails to make the rented object available in good time, save in the event that the landlord can be reproached with serious fault or gross negligence.
- 5.4** Upon commencement of the tenancy the tenant and the landlord shall record in an inspection list:
- a the state of repair of the rented object;
 - b the term within which any defects are to be remedied by the landlord;
 - c the facilities and/or fixtures and fittings available in the rented object.
- 5.5** The tenant and the landlord shall each receive a copy of the inspection list signed by both parties.
- 5.6** The tenant shall be deemed to have accepted the rented object in accordance with the signed inspection list, unless he reports any additional defects to the landlord in writing within one week of drawing up the inspection list.
- 5.7** The landlord shall remedy the defects recorded in the inspection list or reported by the tenant pursuant to the foregoing paragraph within a reasonable term.

Article 6 > **Handover and Acceptance of a Non-Independent Dwelling**

- 6.1** On the agreed date the landlord will make the rented premises available to the tenant. The landlord guarantees that the rented premises are in good condition at the time of handover and that the facilities present function properly.
- 6.2** Where the landlord is not able to make the rented premises available to the tenant in good time, because the rented premises are not ready on time or because the previous tenant has not vacated the premises in good time, then the tenant shall not be liable to pay any rent until the date when the rented premises are made available to him. This shall also apply to the advance payment for supplementary supplies and services.
- 6.3** The landlord shall not be liable for any damages suffered by the tenant as a consequence of the fact that the rented premises were not made available in good time, except in the case of serious culpability or gross negligence on the part of the landlord.
- 6.4** The Tenant is obligated to complete and sign the *acceptance form* and return it to DUWO. The tenant will record the condition of the rented premises on this form.

Article 7 > **Rental and Service Charges**

- 7.1** The amount of the rental and the advance payment on the service charges may be changed in accordance with the rules set by or pursuant to the law. In the absence of statutory rules, the landlord may change the rental once per year by at least the rate of inflation.
- 7.2** The landlord shall adopt the service charges budget on an annual basis, after consultation with the residents' representatives of the relevant building complex.

- 7.3** If the landlord
- a wishes to change one or more of the supplies or services in the agreed package; or
 - b wishes to expand or reduce the agreed package; or
 - c wishes to change the computation method and/or the amount of the advance payment, the tenant agrees in advance, provided that:
 - the landlord's interest in the change, expansion or reduction is such that the tenant cannot reasonably withhold his consent, given the interests of both parties; and
 - the landlord has given the tenant or tenants timely notice of the change, expansion or reduction.
- 7.4** If the residents' representation or the tenant wishes to change one or more of the supplies and/or services in the agreed package, or to change, expand or reduce the agreed package, or to change the computation method for the fee for the supplies and services, the landlord agrees in advance, provided that:
- a the tenant's interest in the change, expansion or reduction is such that the landlord cannot reasonably withhold his consent, given the interests of both parties; and
 - b the relevant residents' representation has discussed the change with the landlord in accordance with the relevant provisions of the residents' participation regulations; and
 - c at least 70% of the tenants in the building complex or the relevant part thereof have agreed to the proposed change, expansion or reduction or change of computation method and/or amount of the advance payment. Moreover, the tenant agrees in advance to any change in the service charges and the monthly advance payment thereon as a result, to the extent the relevant increase is reasonable and in accordance with the relevant rules. The increase of the advance payment shall take effect on the first day of the second month following that in which the changes have been made.
- 7.5** The amount of the advance payment due for additional supplies and services may be changed by the landlord based on reasonable computation with effect from the second month following that in which:
- a any change to the package of supplies and services has been made between the tenant and the landlord; or
 - b the latest statement as referred to in paragraph 8 of this article has been provided to the tenant.
- 7.6** The costs ensuing from the service charges budget shall be apportioned between all tenants of the building complex of which the rented object forms part. Wherever possible, the actual costs incurred in the provision of services shall be charged to the tenant. In such event each tenant will pay exactly what he has used or what services have been provided to him. Wherever this is not possible and a number of residents share facilities, the method of charging set forth below is common.
- 7.7** The total costs per building complex shall be apportioned between all dwellings in the building complex, divided into levels from once to twice the service charges unit (SCU). The SCU level of the rented object shall be determined based on the floor area of the private part of the rented object increased by a proportional part of the living room and/or kitchen for common use, with the exception of the five-room dwellings, the tenants of which shall be charged three times the SCU. The landlord shall use the table below for the purpose of charging collective consumption of gas and electricity.

SCU		m ²
1.0	for	<20 m ²
1.2	for	20-28 m ²
1.4	for	28-40 m ²
1.6	for	40-56 m ²
1.8	for	56-76 m ²
2.0	for	>76 m ²
3.0	for	a five-room dwelling

Exceptions

The apportionment of the costs based on SCUs shall not apply to building complexes where derogating agreements have been made with the residents' committee with respect to the apportionment of service charges.

- 7.8 The landlord shall provide the tenant with a statement of the service charges invoiced, specified by type, within six months of the end of each financial year. Any differences between the actual costs incurred and the advance payments made by the tenant shall be settled within one month after the presentation of the overview. If the tenant has paid too much, he will always be refunded. If the tenant has paid too little, the remaining amount will still be invoiced, but only if the amount exceeds € 5.
- 7.9 The landlord shall give the tenant or the residents' representation of the relevant building complex the opportunity to inspect the books and other business records, or copies thereof, underlying the statement.
- 7.10 Neither the tenant nor the landlord can invoke any discount or setoff in respect of the total payment obligation as agreed in the tenancy agreement.
- 7.11 If the tenant fails to perform his payment obligation in good time, he shall pay the landlord the statutory interest on the relevant amount for the period during which the tenant was in default of payment of such amount, without prejudice to the landlord's other rights as described below or ensuing from the law.
- 7.12 If the tenant does not meet his/her obligation to pay after receiving a reminder, the landlord is authorised to charge collection costs to the tenant in accordance with the rate included in the Decree on the remuneration of extrajudicial collection costs (Besluit vergoeding voor buitengerechtelijke incassokosten).

Article 8

> Landlord's Obligations

- 8.1 For the duration of the tenancy period the landlord shall grant the tenant the quiet enjoyment of the rented object. The landlord shall not be under any obligation to safeguard the tenant from any factual obstructions inflicted on the tenant by third parties.
- 8.2 The landlord shall maintain the rented object in good condition and perform all such repair and maintenance work as may be necessary in that respect, to the extent not to be performed by the tenant pursuant to these regulations.
- 8.3 On the tenant's demand the landlord shall remedy defects to the rented object, unless this is impossible or requires expenditure that cannot reasonably be required of the landlord under the circumstances. This obligation shall not apply to the minor repair work that comes under the tenant's maintenance obligation or to any defects for the occurrence of which the tenant is liable to the landlord. The landlord shall perform any necessary work based on the standard design of the rented object.
- 8.4 If and to the extent that any work in or on the rented object is required as a result of negligence, carelessness or misuse by the tenant or by third parties using or present in the rented object with the tenant's consent, all costs involved with such work shall be payable by the tenant, irrespective of the nature and scope of the work.
- 8.5 The landlord shall not be liable for any damage suffered by the tenant and/or his housemates or for any damage to property in the rented object as a result of visible or invisible defects to the rented object, unless
 - a the defect has occurred after entering into the tenancy agreement and is attributable to the landlord; or
 - b the defect existed at the time of entering into the tenancy agreement and the landlord was aware of it; or
 - c upon entering into the tenancy agreement the landlord had indicated to the tenant that the rented object did not contain the relevant defect.

- 8.6 Furthermore, the landlord shall not be liable for any damage to the tenant, his housemates, third parties or property in the rented object, caused by weather conditions, floods, rise or fall in the groundwater level, natural disaster, atomic reaction, conflict, war, attack and/or other calamity.
- 8.7 The landlord shall be under an obligation to consult with the residents' representation on the policy and management to be pursued with respect to the rented object and the living environment, as provided in the participation regulations.
- 8.8 The landlord shall actively promote the formation of residents' representations and shall ensure that such representations are financially able to perform.

Article 9 > Tenant's Obligations

- 9.1 The tenant shall use and maintain the rented object in a manner befitting a responsible tenant and in accordance with its designated use as residential accommodation. If the rented object includes a garden, the tenant shall use and maintain the garden properly and for garden purposes. Failing the foregoing, DUWO will do so at the tenant's expense.
- 9.2 For the duration of the tenancy period the tenant shall occupy the rented object himself as his principal residence. Furthermore, the tenant shall furnish the rented object for the duration of the tenancy period.
- 9.3 The tenant may not use the rented object for trade or to run a business or as a workshop. The tenant may not use the garden, the balcony or the terrace for storage of items of any nature whatsoever. Furthermore, the tenant may not use the rented object, the garden, the balcony or the terrace to repair (motorized) vehicles.
- 9.4 The tenant shall not, without the landlord's prior written consent, sublet or grant third parties the use of all or part of the rented object. The landlord may attach conditions to its consent. The landlord shall refuse to grant consent for partial subletting if it has a reasonable interest in doing so. The landlord shall give arguments in writing for its refusal.
- 9.5 Together with the other tenants in the commune or the building complex, the tenant shall keep the rented object clean in every respect. The landlord may set further criteria for the term "clean".
- 9.6 The tenant shall keep the common rooms and the escape routes that may or may not form part of such common rooms free from any objects that may interfere with the escape options or may otherwise be deemed to present a risk to the tenants or visitors of the commune or the building complex.
- 9.7 Motorized vehicles or parts thereof may be placed only in the designated areas. In no event may they be placed indoors, except in the special designated areas.
- 9.8 If, after demand by the landlord to perform, the tenant continues to be in default in the performance of the obligations described in paragraphs 5, 6 and/or 7 of this article, the landlord may, at the tenant's expense, perform, or cause third parties to perform, all such work as the tenant is under an obligation to perform under the relevant paragraph or paragraphs.
- 9.9 The tenant shall refrain from any acts that, according to the usual criteria, will cause nuisance to other tenants in a building complex and/or to third parties in the immediate vicinity of the rented object, the tenant being fully liable for the acts of those who are in the rented object with his consent, whose acts shall be considered as acts of the tenant himself.
- 9.10 If the tenant is the owner or holder of any car wreck, i.e. a motorized vehicle on more than two wheels that is in an unsuitable state of repair to be driven as well as in a manifestly neglected condition, that is placed on any premises belonging to the landlord, he shall, as soon as possible after demand by the landlord or the competent authority, remove the relevant vehicle, and keep it removed, from any of the

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landlord's premises. The same holds true with respect to caravans, boats, trailers and other items that should not be stored on such premises.

- 9.11** If the tenant continues to be in default in the performance of the obligation described in the foregoing paragraph, the landlord or the competent authority shall be entitled to remove, or cause third parties to remove, the vehicle at the tenant's expense.
- 9.12** The tenant may not access the roof of the rented object, save in emergencies.
- 9.13** If the tenant discovers any defects or damage to the rented object, or if third parties interfere with his enjoyment of the rented object, the tenant shall immediately notify the landlord in writing, failing which the tenant shall be under an obligation to compensate the landlord for the damage caused by his negligence.
- 9.14** The tenant shall take measures to prevent damage to the rented object, including measures to prevent freezing of the (central) heating system, the hot water tap system and the water pipes, failing which the tenant shall be under an obligation to compensate the landlord for the damage caused by his negligence. The tenant must be connected to the regular energy sources offered by DUWO. The tenant may not use any alternative energy sources.
- 9.15** The tenant may not use, or cause third parties to use, the rented object for the operation of a cannabis farm.
- 9.16** In the event of division of the building or building complex of which the rented object forms part into apartment rights, the tenant shall comply with the user regulations of the deed of division and the property division regulations. If any regulation should be created that is conflicting with (any provision of) the tenancy agreement, the relevant regulation shall prevail over the tenancy agreement and the tenant shall be under an obligation vis-à-vis the landlord to comply with the relevant regulation.

Article 10 > **Maintenance to the Undertaken by the Tenant**

- 10.1** The tenant shall, at its own expense, perform the minor repair work in, on and to the rented object that does not involve any significant costs, including the following work:
- a indoor whitewashing, wallpapering and painting;
 - b replacement of broken and damaged glass windows and mirrors;
 - c regular maintenance of and minor repairs to hinges and locks, switches, sockets, doorbell, etc.;
 - d unblocking toilet bowls, fitted washbasins, sinks, sewers, drains, refuse chutes, etc.;
 - e sweeping the chimney and cleaning the ventilation valves;
 - f keeping the common rooms and the associated facilities and fixtures and fittings clean;
 - g cleaning gutters;
 - h maintenance of the common garden;
 - i replacement of defective light bulbs;
 - j regular maintenance of the water heater and boiler;
 - k regular maintenance of the water taps and taking precautions with respect to the water pipes in the rented object in the event of serious frost;
 - l all such other maintenance and repair work as are at the tenant's expense pursuant to Article 7:240 of the Netherlands Civil Code and the Minor Repairs (Tenant's Liability) Decree [Besluit kleine herstellingen] (Decree dated 8 April 2003, Bulletin of Acts and Decrees 168), the text of which can be found at www.duwo.nl or will be sent to you at your request.
- 10.2** The tenant shall perform the work referred to in paragraph 1 in a skilled manner, observing the rules and instructions of the landlord or the competent authorities, unless the tenant and the landlord agree that such work shall be performed by the landlord against payment of a fee.
- 10.3** The tenant may purchase a so-called service subscription from the landlord, in which event the maintenance and repair work covered by such subscription and coming under the scope of the tenant's obligations shall be performed by the landlord for the tenant against payment of a monthly fixed fee.

Article 11 > **Liability**

- 11.1 The tenant shall be liable for any damage caused to the rented object by failure on the tenant's part to perform any obligation under the tenancy agreement. All damage to the rented object shall be deemed to have occurred as a result of such failure. Damage shall be understood to include lost rental as a result. Together with the other tenants in the building complex, the section or the commune, the tenant shall be jointly and severally liable for any damage to the common rooms.
- 11.2 The liability referred to in this article shall also extend to damage caused by persons granted access to the rented object with the tenant's consent.
- 11.3 The liability referred to in paragraph 11.1 shall also extend to damage caused by making, or causing third parties to make, alterations or modifications to the rented property and the existing systems without the landlord's prior written consent.

Article 12 > **Internal Relocation**

- 12.1 Internal relocation within the building complex, section or commune, from and to a non-independent dwelling of similar quality shall be permitted with the landlord's prior written consent. The landlord shall refuse to grant consent only if it has a serious interest. The landlord shall give arguments in writing for its refusal.
- 12.2 Relocation within the building complex, section or commune will lead to a new tenancy agreement.

Article 13 > **Inspection, Urgent Work**

- 13.1 At the landlord's request, the tenant shall give the landlord the opportunity to inspect the rented object for technical and other defects.
- 13.2 If the rented object, or the building or building complex of which the rented object forms part, requires urgent work (including work by government order), the tenant shall tolerate the performance of such work without any right arising on his part to claim a reduction of the rental, dissolution of the tenancy agreement and/or damages. The landlord shall notify the tenant in good time of the nature and scope of the work, the commencement date and the duration of the work. The landlord shall limit the nuisance for the tenant as a result of the work to a minimum. In emergencies the landlord may access the rented object without prior consultation with the tenant.
- 13.3 The tenant shall grant persons instructed by the landlord to pay inspection visits or to perform work access to the rented object on their production of proper identification.
- 13.4 Save unforeseen circumstances, the said visits or work shall take place only on work days between 8.00 a.m. and 6.00 p.m. and after reasonable notice.
- 13.5 The landlord shall not be liable for any damage suffered by the tenant as a result of the acts referred to above, save in the event that the landlord can be reproached with serious fault or gross negligence.

Article 14 > **Tenant Alterations**

- 14.1 Without the landlord's prior written consent the tenant shall not make any alterations to the rented object other than alterations that, upon termination of the tenancy agreement, can be undone without incurring any significant costs. Alterations to be made by the tenant to the exterior of the rented object shall at all times require the landlord's prior written consent, even if, upon termination of the tenancy agreement, the alterations can be undone without incurring any significant costs. If the landlord refuses to grant its consent, the tenant may claim leave from the court to make the intended alteration or alterations.

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- 14.2** The landlord shall in any event refuse to grant its consent as referred to in the foregoing paragraph if the intended alterations:
- a may cause permanent damage to the rented object;
 - b may jeopardize the rentability of the rented object;
 - c are contrary to any statutory regulation or regulation from a competent authority or agency;
 - d may cause hindrance or nuisance to third parties; or
 - e cause a decline in value of the rented object.
- 14.3** The tenant shall submit its application in writing. The landlord shall confirm receipt of the application in writing and notify the tenant in writing of its decision within two months of receipt. Consent shall be deemed to have been granted if the tenant has not received any decision within two months of confirmation of receipt of the application.
- 14.4** The landlord may attach conditions to the consent to be granted with respect to the construction and materials to be used, the method of performance, insurance, taxes and user fees, maintenance, liability and return of possession upon termination of the tenancy agreement. Furthermore, the alterations are to meet the requirements of the Buildings Decree [Bouwbesluit] and other statutory regulations on safety, health, energy-efficiency, the environment and external appearance.
- 14.5** The tenant shall not be under any obligation to undo any alterations made with the landlord's consent upon termination of the tenancy agreement, unless the landlord has expressly so stipulated when granting its consent or the court has expressly imposed such obligation as a condition or order.
- 14.6** Any alterations made without consent shall be undone by the tenant on the landlord's demand.
- 14.7** The tenant shall make any alterations to the rented object entirely at its own expense and risk. If upon termination of the tenancy agreement any alterations can be maintained, the compensation system adopted by DUWO and set forth in the *Alterations and Maintenance* leaflet shall apply. The tenant shall, at its own expense, perform all minor and major repair work related to the alterations and additions made by the tenant to the rented object. The landlord shall not be liable for any defects in alterations and additions made by the tenant or resulting damage.
- 14.8** For further rules and conditions relating to tenant alterations to the rented object, please refer to the *Alterations and Maintenance* leaflet.

Article 15 > **Termination of the Tenancy Agreement**

- 15.1** The tenant may terminate the agreement by notice at any day, with due observance of a one-month notice period. Notice of termination shall be given by registered letter, bailiff's writ, regular post, fax, email or a *termination form* to be provided by the landlord. The landlord shall confirm receipt of the notice of termination in writing or by e-mail.
- 15.2** The landlord may terminate the agreement with effect from the first day of each month by registered letter or by bailiff's writ, stating the grounds for termination. The notice period to be observed by the landlord shall be three months, which term shall be extended by one month for each year of the agreement term, to a maximum of six months. In the notice of termination the landlord shall request the tenant to notify the landlord in writing within six weeks if the tenant agrees to termination of the tenancy agreement.
- 15.3** Notice of termination by the landlord shall not cause the tenancy agreement to end, unless the tenant declares in writing within six weeks of notice of termination, that he agrees to termination, or the court has set a date for termination of the agreement upon a claim from the landlord.
- 15.4** The tenant and the landlord may at all times terminate the agreement by mutual consultation with effect from a date to be agreed between them.

Article 16 > **Inspection and Handover Procedure for an Independent Dwelling**

- 16.1** Before termination of the tenancy agreement the tenant and the landlord shall jointly inspect the rented object for defects and damage.
- 16.2** On such occasion the tenant and the landlord shall record, based on the inspection list drawn up upon commencement of the agreement, which repair work at the tenant's expense will be required to restore the rented object to a good condition. The landlord shall thereby provide the tenant with a statement of the estimated costs of repair. The tenant and the landlord shall each receive a copy of the inspection report signed by both parties. For tenants of rooms and one en two room single or two-person units this prior inspection is optional.
- 16.3** The tenant and the landlord shall make an appointment for final inspection of the rented object.
- 16.4** The landlord shall give the tenant the opportunity, at the tenant's own expense, to perform the repair work listed in the inspection report within a reasonable term to be set by the landlord, prior of the final inspection.
- 16.5** Final inspection shall take place on or before the last work day prior to termination of the tenancy agreement.
- 16.6** If the tenant fails to restore the rented object to a good condition, before the expiration of the tenancy agreement, the landlord shall be entitled, without any further notice of default being required, to perform the repair work listed in the inspection report and to charge the reasonable costs involved as stated in the inspection report, including any damage as a result of vacancy caused by the work, to the tenant.
- 16.7** The tenant of an independent dwelling will hand over the keys to the rented premises, preferably at the final inspection, but at the latest on the day of the termination of the tenancy agreement, before 09.00 hours.

Article 17 > **Inspection and Handover Procedure for a Non-Independent Dwelling**

- 17.1** The tenant of a non-independent dwelling is obligated to hand over the rented premises to the subsequent tenant in a good condition. Repair work at the tenant's expense must be completed at the tenant's expense prior to the date of handover.
- 17.2** The tenant of a non-independent dwelling may make an agreement with the landlord in relation to the inspection of the rented premises.
- 17.3** The tenant of a non-independent dwelling may himself make an agreement with the subsequent tenant in relation to the facilities and/or the inventory present in the rented premises, which do not form part of the rented premises.
- 17.4** Where the tenant of a non-independent dwelling has not brought the rented premises up to a good condition at the end of the rental agreement, then the landlord shall be entitled to carry out the repair work without any requirement for notice of default, and to charge the tenant for the associated costs, including any damages due to the property standing empty because of the repair work.
- 17.5** The tenant of a non-independent dwelling shall hand over the keys to the rented premises to the subsequent tenant during the handover of the rented premises.

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Article 18 > **Return of Possession, General Requirements**

- 18.1 Upon termination of the tenancy agreement the tenant shall return possession of the rented object in a good condition and put the rented object, save any fittings provided by the landlord, at the landlord's free disposal, entirely vacated and broom clean.
- 18.2 The rented object shall be deemed to be in a good condition if, based on the inspection list or *acceptance form* referred to in article 5 and 6, it is demonstrated that:
 - a the tenant has performed his maintenance and repair obligations as referred to in article 10;
 - b the tenant has repaired all damage for which he is liable pursuant to article 11;
 - c any alterations as referred to in article 14 have been undone, to the extent that the landlord has so required or the court has imposed the obligation to do as a condition or by order; and
 - d any alterations made by the tenant that need not be undone are in a good state of repair.
- 18.3 The landlord shall be entitled to remove all goods that are still in the rented object at the tenant's expense and to dispose of such property as it may deem just, unless the landlord is aware that the relevant items have been taken over by the next tenant. The landlord shall not be under any obligation to keep the remaining items in custody for the tenant.

Article 19 > **Non-Performance/Notice of Default**

- 19.1 If either party fails to perform any obligation under the tenancy agreement, the claiming party shall, to the extent required by law, give the failing party notice of default in writing, granting the failing party a reasonable further term to perform.
- 19.2 Notice of default, granting a further term, shall in any event not be required in the event of late payment of rental, if the failure cannot be undone, or if the claiming party should or can conclude from a communication from the failing party that the failing party will not perform the obligation.
- 19.3 If the default is not cured within the agreed term or the further term set, the claiming party shall, without prejudice to its other statutory rights, be entitled to terminate the tenancy agreement early, or to cause it to be terminated early, which termination shall be preceded by notice of termination only if so required by law.

Article 20 > **Contact details**

- 20.1 With effect from the effective date of the tenancy agreement, the landlord may consider the address of the rented object to be the only correct address of the tenant as well as the email address known at the time that the tenancy agreement was concluded as the only correct email address, as long as the landlord has not received notice to the contrary from the tenant.

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> **Addresses**

Delft branch

Kanaalweg 4
2628 EB Delft

T 015 - 219 22 00
F 015 - 215 80 15
E delft@duwo.nl

The Hague/Leiden branch

Stamkartplein 98
2521 ER Den Haag

T 070 - 305 14 00
F 070 - 305 14 04
E denhaag@duwo.nl

Amsterdam branch

Uilenstede 108
1183 AM Amstelveen

T 020 - 543 11 00
F 020 - 543 11 01
E amsterdam@duwo.nl

Postal address for all locations:

Postbus 54
2600 AB Delft
duwo.nl



DUWO

Specialist in student housing