



Tenancy regulations

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Article 1 > The tenancy regulations

These tenancy regulations are part of the DUWO tenancy agreement.

Deviations from the text of the tenancy agreement or of these tenancy regulations can only be agreed upon with the consent of the lessor. The lessor has made a copy of these tenancy regulations available to the tenant before signing the tenancy agreement. The tenancy regulations are written in Dutch and translated into English. In case of a discrepancy between the Dutch text and the English translation, the Dutch text shall prevail.

Article 2 > Definition of terms

In these regulations the following definitions shall apply:

2.1 Department or unit

The group of tenants who, under the tenancy agreement, has been granted to the joint use of one or more common areas and/or common provision(s) such as a kitchen, shower, toilet.

2.2 Estimate of service costs

The annual written statement of the estimated service costs for the coming year.

2.3 Residents' Representation

The representative(s) per complex elected by the residents among themselves, who consult with the lessor on behalf of the complex.

2.4 Campus contract

The tenancy agreement for a house to be occupied by a student and which includes the clauses listed in Article 7:274, paragraph 4 of the CC.

2.5 Complex

The property unit occurring as such in the administration which includes one or more buildings.

2.6 Rented property

The rented property as defined in Article 1 of the tenancy agreement.

2.7 Common areas

All rooms belonging to the rented property, of which the tenant shares the use with other tenants under Article 1 of the tenancy agreement.

2.8 Tenant

The one who has closed a tenancy agreement with the lessor for the rent of housing.

2.9 Tenants' organisation

The Tenants' Organisation as referred to in Article 1, section f of the Consultation Act.

2.10 Tenant's Portal

Part of the lessor's website where the tenancy agreement is signed, the tenant may consult and modify their data and can contact the lessor via the contact form.

2.11 Tenancy agreement

The tenancy agreement, closed between the tenant and the lessor, via the Tenant's Portal, of which these tenancy regulations forms a part.

2.12 Rent amount

The fee payable by the tenant for the mere use of the rented property.

2.13 Room with shared facilities

A house that is not a self-contained house.

2.14 Inspection list

Form in which the condition of the house is recorded. The form for a self-contained house is called *acceptance of the rented premises*.

2.15 Regulations of Participation

The regulations referred to in the statutes of the lessor, in which the lessor has established agreements with community organisations referred to in the statutes of the lessor.

2.16 Service costs

Service costs are the other payment obligations which the tenant has to fulfil, besides the rent amount, under the tenancy agreement.

2.17 Service Costs Unit (SKE)

The ratio for the distribution of service costs per house or per residential unit.

2.18 Student house

A self-contained house or room with shared facilities that is intended for students within the meaning of Article 7:274 paragraph 4 of the CC and that is rented through the campus contract, with a standard permanent layout, namely the kitchen area and sanitary facilities, if any. Any other provisions contained in the house such as loft beds, earth and nail fixed furniture and wall partitions are explicitly not included to the permanent layout. Such facilities are never installed by the lessor and are not included in the rented property.

2.19 Lessor

Stichting DUWO [DUWO Foundation], established in Delft.

2.20 Living Group

The group of tenants who, under the tenancy agreement, has been granted to the joint use of one or more common areas and/or common provision(s) such as a kitchen, shower, toilet, and who also belong to a department.

2.21 Housing

A built real estate property leased as a self-contained or room with shared facilities, with its appurtenances.

2.22 Self-contained house

A house with a private entrance and in which the resident can live without being dependent on essential facilities outside the house.

Article 3 > Common areas

- 3.1 If the tenancy agreement also includes common area(s), the right of use of the common area(s) is given to the tenant and the other tenant(s) in the living group. All tenants exercise this right simultaneously and with respect for each other's rights, unless the agreement provides otherwise.

Article 4 > Renting to more tenants

- 4.1 If the tenancy agreement has been signed by more tenants, the following applies:
- a Each tenants has an independent and full right of rent, which they exercise simultaneously and in respect to each other's rights.
 - b The rent amount and the advance on the service costs are jointly payable by the tenants referred to above. If the agreement ends with respect to one or more tenants, the full amount of the rent amount and service costs remains due by the other tenant(s).
 - c Each of the tenants is jointly and severally liable for the total amount of the rent amount and service costs and for all other obligations resulting for each of them under the agreement and the law.
- 4.2 In case there is any continuation of the tenancy agreement under Articles 7:266 (spouse or registered partner), 7:268 (death of tenant) and 7:269 (subtenant) of the Civil Code, the one who is or wants to continue the tenancy agreement is obliged to report this immediately, writing, via the tenant portal or by e-mail message to the lessor.

Article 5 Delivery and acceptance of a student room with shared facilities and a self-contained student house

- 5.1 On the agreed date, the lessor will make the rented property available to the tenant. The lessor warrants that the rented property is in good condition and that the facilities are functioning properly upon delivery.
- 5.2 If the lessor cannot make the rented property available in time to the tenant because the rented property is not ready in time, or because the previous tenant has not timely vacated, the tenant then does not have to pay rent until the rented property is made available. This also applies to the advance payment on the fee for additional supplies and services.
- 5.3 The lessor is not liable for damages to the tenant caused by the fact that they cannot make the rented property available on time, unless the lessor can be blamed for serious fault or gross negligence.
- 5.4 The tenant is obliged to notify defects in the housing to DUWO via the contact form in the tenant's portal. In this contact form, the tenant shall determine the state of maintenance of the rented property.
- 5.5 The lessor is not liable for the reliability of and defects of features available in the house at the moment of rental, which are not counted to the concept of the student house, as defined in these tenancy regulations, and which do not belong to the rented property. The tenant is free not to accept such

amenities at the start of the rent, or to remove them during the rental period. The use of such facilities is at the own risk of the tenant.

Article 6 > Delivery and acceptance of a self-contained house

- 6.1 On the agreed date, the lessor will make the rented property available to the tenant. The lessor warrants that the rented property at delivery is in good condition and that the facilities are functioning properly.
- 6.2 If the lessor cannot make the rented property available in time to the tenant because the rented property is not ready in time, or because the previous tenant has not timely vacated, the tenant then does not have to pay rent until the rented property is made available. This also applies to the advance payment on the fee for additional supplies and services.
- 6.3 The lessor is not liable for damages to the tenant caused by the fact that they cannot make the rented property available on time, unless the lessor can be blamed for serious fault or gross negligence.
- 6.4 The tenant and lessor determine at the inception of the rent in an inspection list:
 - a the state of maintenance of the rented property;
 - b the deadline by which defects will be corrected by the lessor;
 - c facilities available in the rented property and/or inventory.
- 6.5 The tenant and lessor each receive a copy of the inspection list signed by both parties.
- 6.6 The tenant shall be deemed to have accepted the rented property in accordance with the signed inspection list, unless they report additional defects to the lessor, within one week after making out the inspection list, via the tenant's portal.
- 6.7 The lessor remedies the deficiencies listed in the inspection list, or which have been reported within a reasonable time by the tenant, according to the preceding paragraph.

Article 7 > Rent amount and service costs

- 7.1 The total of the rent amount and the advance on the service costs may be modified by or pursuant to the rules laid down in the law. If there are no legal rules, the lessor may change the rent amount once a year by at least the rate of inflation.
- 7.2 The lessor provides an annual estimate of the service costs after consultation with the residents' representation of the corresponding complex.
- 7.3 If the lessor
 - a wants to change one or more supplies or services belonging to the agreed package, or
 - b wants to expand or reduce the agreed package, or
 - c wants to change the calculation method and/or the amount of the advance, the tenant agrees accordingly to this, provided that:
 - the interest of the lessor in the modification, extension or reduction is such that the tenant can reasonably not withhold their consent, considering the interests of both parties, and
 - the lessor has timely informed the tenant(s) about the modification, extension or reduction.
- 7.4 If the residents' representation or tenant wants to change one or more supplies and/or services belonging to the agreed package, or wants to change, expand or decrease the agreed package of supplies and/or services, or the method of calculating the fees for one or more of the supplies and services, the lessor agrees with this a priori if:
 - a the interest of the tenant in the modification or expansion or contraction is such that the lessor can reasonably not withhold its consent, considering the interests of both parties, and

- b the eligible residents' representation has consulted with the lessor on the amendment in accordance with the requirements stated in the residents' participation rules, and
- c At least 70% of the tenants in the complex or relevant part thereof has consented with the proposed amendment, extension or reduction or modification of the method of calculation and/or the amount of the advance.

The tenant furthermore declares a priori acceptance of any resulting change of the service costs and the resulting monthly advance amount thereon, to the extent that the increase is reasonable and consistent with the applicable rules. The increase of the advance amount will begin on the first day of the second month following that in which the changes have been made.

- 7.5 The total of the advance payment amounts due for additional supplies and services may be amended based on a reasonable calculation of the lessor, with effect from the second month following the month in which:
- a the change in the package of supplies and services agreed between the tenant and the lessor has taken place, or
 - b the last statement, as referred to in the paragraph 8 of this article, has been provided to the tenant.
- 7.6 The costs arising from the service cost estimate, are distributed equally among all the tenants of the complex to which the rented property belongs. Where possible, the actual costs of providing services to the tenant will be charged. In this case each tenant will pay for exactly what they used, or what services were supplied to them. Where this is not possible, and some residents share facilities, the below method of cost distribution will be most common.
- 7.7 The total costs per complex are distributed over all houses of the complex divided into levels, ranging from 1 to 2 times a service cost unit (ske). Determining the ske-level of the rented property depends on the surface area of the private part of the rented property plus a proportionate part of the living area intended for common use and/or the kitchen. Five-room houses are an exception to this. To the tenant(s) thereof three ske's are charged. The lessor uses the table below for the distribution of the collective use of gas, water and electricity.

Ske m²

- 1.0 for < 20 m²
- 1.2 for 20-28 m²
- 1.4 for 28-40 m²
- 1.6 for 40-56 m²
- 1.8 for 56-76 m²
- 2.0 for > 20 m²
- 3.0 for a 5-room house

Exception

The distribution of costs based on ske's does not apply to complexes where the residents' committee has made deviating agreements about the distribution of service costs.

- 7.8 The lessor shall each year provide the tenant, within six months after the end of the financial year, a breakdown overview of the service costs charged. Differences between the actual costs and the advances paid by the tenant are to be settled within one month after provision of the above mentioned overview. If the tenant has paid too much, they will always receive a refund. If the tenant has paid too little, the remaining amount will be charged, but only if it is more than €5.
- 7.9 The lessor offers at the request of the tenant or residents' committee of the complex the possibility of viewing the books and other business records or statements on which the overview is based.
- 7.10 The tenant and the lessor cannot appeal to a discount or set-off of the total payment due as resulting from the tenancy agreement.

- 7.11 If the tenant fails to meet its payment obligations, they will owe the lessor statutory interest on the amount due for the period during which the tenant defaulted in paying, unabated of the other rights of the lessor as described below or arising out of the Law.
- 7.12 If the tenant, after having received notice, does not fulfil their payment obligations, the lessor is entitled to charge collection fees at the rate set out in the Decree on compensation for extra judicial collection costs.

Article 8 > Lessor obligations

- 8.1 The lessor provides the tenant during the rental period the quiet enjoyment of the rented property. The lessor is not obliged to ensure the tenant against factual obstacles that are caused to the tenant by a third party.
- 8.2 The lessor shall maintain the rented property in good condition and perform all repair and maintenance work necessary to this purpose, unless, pursuant to these regulations, they should be done by the tenant.
- 8.3 The lessor should at the request of the tenant, remedy defects in the rented property, unless this is impossible or requires expenditures, which under the circumstances cannot reasonably be expected of the lessor. This obligation does not apply to minor repairs that belong to the maintenance obligation of the tenant and neither with respect to defects arising from causes for which the tenant is liable towards the lessor. The lessor performs any necessary work based on the standard version of the rented property.
- 8.4 If and insofar as work in or on the rented property is necessary as a result of negligence, carelessness or improper use by the tenant or third party using the rented property, or residing in the rented property with their consent, all costs associated with this work will be on behalf of the tenant, regardless of the nature and scope of the work.
- 8.5 The lessor is not liable for damage suffered by the tenant and/or their family or damage to property located in the rented property due to visible or invisible defects in the rented property unless
- a the defect has arisen after entering into the tenancy agreement and is attributable to the lessor, or
 - b if the defect was present at the inception of the tenancy agreement and the lessor was aware of it, or
 - c the lessor, when entering into the tenancy agreement, indicated to the tenant that the rented property had said defect.
- 8.6 The lessor is not liable for damage caused by trespassing or for damage to the tenant, their house mates, third parties or issues in the rented property, caused by weather conditions, floods, increase or decrease in the groundwater level, natural disasters, nuclear reactions, conflicts, war, attacks and/or other calamities.
- 8.7 The lessor is obliged to consult with the residents' committee about the policy and management to implement with respect to the rented property and the living environment, as provided for in the participation rules.
- 8.8 The lessor actively promotes the development of residents' committees and shall ensure that they are financially enabled to function properly.

Article 9 > Tenant obligations

- 9.1 The tenant shall use and maintain the rented property as a good tenant in accordance with the intended use as housing. If the rented property includes a garden, the tenant is required to maintain the garden properly and use it for garden purposes. If the tenant defaults on this, then the lessor will do it at the expense of the tenant.

- 9.2 The tenant shall occupy the rented property personally during the rental period, and to make it their principal residence. The tenant will also provide furnishing and upholstery for the rented property during the rental period.
- 9.3 The tenant is not allowed to use the rented property for business purposes or to use the rented property as a workshop. The tenant is not permitted to use the garden, balcony or terrace for storage of goods of any kind whatsoever. Nor is the tenant permitted to use the rented property, garden, balcony or terrace to repair (motor) vehicles.
- 9.4 The tenant shall not sublet the rented property in whole or in part or allow its use by a third party without prior consent of the lessor given by email. The lessor may attach conditions to the consent. The lessor refuses its consent for partial subletting only if they have a reasonable interest in this. The lessor justifies its refusal by email.
- 9.5 Each tenant has, together with the other tenants of the living group or complex, the duty to keep the rented property clean in all respects. The lessor may impose further conditions to the concept of 'clean'.
- 9.6 The tenant is obliged keep the common areas and escape routes free of objects that would limit the escape options or may be otherwise deemed a danger for the tenants or visitors to the living group or complex.
- 9.7 Motor vehicles, or parts thereof, may only be parked in those places that are clearly intended for this purpose. They should never be parked indoors, except in areas specially designated for this purpose. Bicycles may only be parked in those places that are clearly intended for this purpose.
- 9.8 If the tenant fails to comply with the fulfilment of the obligations set out in the fifth, sixth and/or seventh paragraph of this article, after being warned by the lessor, the lessor is entitled to take appropriate measures to do what is needed under that paragraph or those paragraphs for the account of the tenant.
- 9.9 The tenant shall refrain from actions which, according to common standards, cause inconvenience to other tenants in the complex and/or third parties in the vicinity of the rented property. The tenant is not allowed to hold, organise or attend parties outside the room with shared facilities and communal areas as defined in Article 1.2 of the tenancy agreement. The tenant is responsible and liable for the actions of those who are in the rented property with their consent. The behaviour of these people are considered as the behaviour of tenant.
- 9.10 A tenant who is the owner or holder of a stationary car wreck, i.e. motor vehicles with more than two wheels, which are technically in a more than inadequate condition and in an apparently neglected state, in any area designated for parking by the lessor, shall as soon as possible after a request to that effect from the lessor or from the competent authority, remove the vehicle and keep it away from any area of the lessor. This also applies for caravans, boats, trailers and other objects that should not be stored here.
- 9.11 If the tenant fails to fulfil the obligation set forth in the preceding paragraph, the lessor or competent authority is entitled to have the vehicle removed at the cost of the tenant.
- 9.12 The tenant is prohibited, other than in emergency situations, to enter the roof of the rented property.
- 9.13 If a tenant detects defects or damage to the rented property or any third party is disturbing their enjoyment or any right to the rented property, the tenant should notify the lessor immediately of this via the tenant's portal or the designated maintenance service company, failing which the tenant will be liable to compensate the resulting damage caused by their negligence.
- 9.14 The tenant is obliged to take measures to prevent damage to the rented property, including measures to prevent freezing of the (central) heating system, hot water system and water supply, failing which the tenant will be liable to compensate for the resulting damage caused by their negligence. The tenant must

be connected to the regular energy sources, made available by the lessor. The tenant is not allowed to use alternative energy sources.

9.15 The tenant is not allowed to use or have used the rented property for the purpose of operating a cannabis farm.

9.16 When the building, or complex of which the rented property is a part, is split into apartment rights, the tenant is obliged to comply with the instructions for use of the split deed and the split regulations. If a regulation is created that is contrary to (a regulation of) the tenancy agreement, the new regulation shall prevail over the tenancy agreement and the tenant is obliged to comply with the regulation against the lessor.

9.17.1 The tenant of a room with shared facilities will occupy this housing in person and alone. As such resident children are not allowed.

9.17.2 In case keeping a pet leads to nuisance, DUWO reserves the right to prohibit keeping the pet. DUWO will assess whether there is any nuisance.

Article 10 > Maintenance by tenants

10.1 The tenant will cover the cost of minor repairs in, on and to the accommodation, which does not entail significant costs. These include, but are not limited to, the following works:

- a whitening, saucing, wallpapering and painting indoors
- b replacing broken and damaged glass windows and mirrors
- c the usual maintenance and minor repairs to latches and hinges, switches, sockets, door bell, etc.
- d unclog toilet bowls, fixed wash basins, sinks, sewers, drains, rubbish chutes, etc.
- e chimney sweeping and cleaning of ventilation valves
- f the cleaning of the common areas and associated facilities and inventory
- g the cleaning of gutters
- h maintenance of the community garden
- i replacing broken bulbs
- j the usual maintenance of heater and boiler
- k maintenance of taps and making provisions for the water pipes in the rented property in severely frosty weather
- l all other maintenance and repair work according to Article 7:240 of the Civil Code and the 'Decree minor repairs' (Decree of 8 April 2003, Stb. 168) are on behalf of the tenant.

10.2 The tenant will perform the work referred to in the first paragraph skilfully and will observe the rules and instructions of the lessor or the competent authorities, unless the tenant and lessor agree that this work should be carried out against remuneration by the lessor.

10.3 The tenant of a self-contained house has the option of closing a so-called service agreement with the lessor. For a tenant of a room with shared facilities the service agreement is required. The maintenance and repair work in that agreement and to which the tenant is obliged, are then carried out by the lessor on behalf of the tenant against a monthly fixed fee.

Article 11 > Liability

11.1 The tenant is liable for damage to the rented property caused by a failure on their part to fulfil the obligations under this tenancy agreement and the law. All damage to the rented property will be presumed to have been caused as a result of this. Damages shall also include loss of rent arising there from. Together with the other tenants of the complex, the department or living group, the tenant is jointly liable for damage to common areas.

11.2 The liability referred to in this article also extends to damage caused by visiting persons who were admitted to the rented property with the consent of the tenant.

11.3 The liability referred to in paragraph 11.1 also extends to damage caused by applying, or having applied, changes or alterations to the rented property and the existing facilities without the prior consent of the lessor, given by e-mail.

Article 12 > Internal move

12.1 An internal move within the complex, department or living group, from and to a room with shared facilities of comparable quality, is allowed with the permission of the lessor. The tenant is required to notify the internal move via the tenant's portal. The lessor only refuses their consent if they have a compelling interest against it. The lessor will motivate their refusal.

12.2 When moving within the complex, department or living group, a rental agreement will be closed.

Article 13 > Inspection, urgent repair work

13.1 The tenant shall give the lessor, at their request, the opportunity to inspect the rented property on technical and other defects.

13.2 If in or on the rented property or in or on the building or complex of which the rented property is a part, urgent work must done (including work by order of the government), the tenant must tolerate the carrying out of those activities without the tenant being entitled to a reduction of the rent, termination of the tenancy agreement and/or compensation. The lessor informs the tenant in a timely manner on the nature and content of the work, the starting date and duration of the work. The lessor shall ensure that the nuisance for the tenant as a result of the work will be limited as much as possible. In urgent cases, the lessor is entitled, if necessary, without prior consultation with the tenant, to enter the rented property.

13.3 The tenant allows persons, charged with inspection visits or to perform work, into the rented property after identification on their part. In case the tenant is not present, the caretaker/house manager of the lessor is allowed to give themselves access with the master key to the common areas of the rented property.

13.4 Barring unforeseen circumstances such visits and/or work shall only take place on weekdays between 8:00 am and 6:00 pm and with due observance of a reasonable notice period.

13.5 The lessor is not liable for damages suffered by the tenant as a result of the aforementioned acts, unless the lessor can be blamed for serious negligence or gross misconduct.

Article 14 > Changes by tenant

14.1 The tenant shall not, without the prior permission of the lessor given by email, make any changes to the rented property, except for changes that can be undone at the end of the tenancy agreement without significant cost. For changes regarding national monuments, municipal monuments or housing located within a city conservation area, the tenant always needs to seek permission from the lessor. For changes to the exterior of the rented property the tenant always needs a priori consent from the lessor, given by email, even if it involves changes that can be undone at the end of the tenancy agreement without significant cost. If the lessor refuses its consent, the tenant may request a court to authorise them to make the proposed change(s).

14.2 The lessor will refuse the consent, referred to in the preceding paragraph, in any case if the proposed changes:

- a may cause permanent damage to the rented property
- b the letting of the rented property may be jeopardised
- c are contrary to a statutory provision or an order of a competent authority or institution
- d may cause nuisance to others, or

- e may lead to a value depreciation of the rented property
- f require work on utilities that will not be performed by a qualified technician

14.3 The tenant can enter their request through the tenant's portal. The lessor acknowledges receipt of the request immediately by e-mail and will notify the tenant of its decision within two months of receipt of the request. Consent shall be deemed granted if the tenant has not received a decision within two months after the receipt of the request.

14.4 The lessor may attach conditions to the consent regarding the construction materials to be used and the method of implementation, insurance, taxes and fees, maintenance, liability, completion at the end of the rent. The changes are also required to comply with the requirements of the Building Act and other laws and regulations regarding safety, health, energy conservation, environment and prosperity. DUWO suggests at least the following maintenance technical requirements:

- the implications for the maintenance of the applied changes must be acceptable for DUWO
- the parts to maintain must be easily accessible
- the materials used must be loosely available
- one square metre of any tiles used must be held available
- if the applied changes break down or show serious deficiencies, it must be possible to replace them with a standard facility

14.5 The tenant is not obliged to undo changes they have made with the consent of the lessor at the end of the rent unless this was expressly stipulated or imposed by the court as a condition.

14.6 For changes made without permission the tenant will ensure they are undone on the first request of the lessor.

14.7 The tenant makes changes to the rented property solely at their own risk and expense. If changes can be kept at the end of the tenancy agreement, the compensation system defined by DUWO will then apply. The tenant is to conduct all repairs and all the (major) maintenance work related to the changes made by the tenant and additions to the rented property at their own expense. The lessor is not liable for defects to the changes and additions made by the tenant or for the resulting damage.

Article 15 > Termination of tenancy agreement

15.1 The tenant may terminate the agreement at any time by giving notice, with a notice period of one month. The termination notice must be done via the tenant's portal, or by other lawful means. The lessor will acknowledge receipt of the termination notice by e-mail.

15.2 The lessor may terminate the agreement on the first day of each month by registered letter, by registered email or through a bailiff. The lessor will state the reasons which have led to the termination. The period of notice to be observed by the lessor is three months, extended by one month for each year that the contract has lasted, up to a maximum of six months. Upon termination the lessor asks the tenant via the tenant's portal, or other lawful means, to confirm within six weeks whether the tenant agrees to terminate the tenancy agreement.

15.3 Termination by the lessor does not end the tenancy agreement unless within six weeks after termination the tenant agrees with the termination notice, via the tenant's portal, or other lawful means, or in case the court, upon the request of the lessor, has determined the date on which the agreement will end.

15.4 The tenant and lessor may at any time end the agreement through mutual consent at a date determined by them to do so.

Article 16 > Inspection and acceptance procedure for a student room with shared facilities and a self-contained student house

- 16.1 The tenant of a student house is obliged to hand over the rented property in good condition to the next tenant. Repair work which falls on behalf of the tenant, must be performed by the tenant at their own expenses before the handover of the rented property.
- 16.2 The tenant of a student house can make an appointment with the lessor to inspect the rented property.
- 16.3 The tenant of a student house may make direct arrangements with the subsequent tenant about facilities available in the rented and/or inventory which is not part of the rented property.
- 16.4 If a tenant of a student house does not leave the rented property in good condition at the end of the tenancy agreement, the lessor is entitled, without further notice, to perform the repairs and bill the tenant for the associated reasonable expenses including any vacancy damage caused by the work.
- When moving out, the house should be left in the condition described below:
 - Floors, walls, stairs and ceilings must be delivered clean.
 - The floor covering and under covering should be removed from floors and stairs (including foam and adhesive residues).
 - Shower ceilings, shower walls and all tile joints must be mould free.
 - Tiles, taps and sanitary fixtures in the shower, toilet and kitchen have been thoroughly cleaned and de-calcified. All soap residue has been removed.
 - Synthetic windows and doors, as well as switches and sockets, must be unpainted.
 - The wall, partition or ceiling should be uniformly covered with a single layer of paint in a light colour. This means that paint in dark colours is not accepted.
 - Ceilings must be delivered white.
 - Radiators and central heating pipes may only be painted with a special radiator coating, in a colour variation of white. Other colours are not allowed.
 - Paint on synthetic windows and doors is not accepted.
 - Walls must be suitable for wallpaper and must therefore be delivered without synthetic laths, panelling, granol decorative plaster, coarse textured paint, brick strips, thick layers of wallpaper or finishes that cannot be steamed off.
 - Holes in walls, tiles, floors and ceilings should be sealed and smoothed.
 - Plugs must be removed.
 - Lustre terminals should be attached to the light points (remove all fittings).
 - Loose cables, cords and self-installed cable gutters must be removed.
 - Sockets and switches must be secure, undamaged and free of paint and paint residue.
 - The standard electrical bell/intercom must be present, connected and functioning.
 - The central heating system must be sufficiently filled (a fill set must be present).
 - The gas pipes must be properly provided with a tap or a plug.
 - The locks and hinges must be in maintained condition, i.e. clean and oiled. Also, all keys must be present (duplicate keys as well).
 - The sanitary facilities must be clean, undamaged and complete in accordance with the standard equipment of the house.
 - Frames, doors, window frames, windowpanes, kitchen cabinets and kitchen unit worktops should be clean, maintained and free of damage.
 - Stickers and adhesive plastic will not be accepted.
 - The property must be left in a hygienic state.
 - The garden must be delivered in proper condition. Holes, rubbish and illegal structures are not accepted.
 - Balconies must be empty and clean (no clotheslines, planters, hooks, etc.).
- 16.5 The tenant of a student house will give the keys of the rented property to the next tenant at the handover of the rented property.

Article 17 > Inspection and acceptance procedure for a self-contained house

- 17.1 Before the end of the tenancy agreement the tenant and lessor will jointly inspect the rented property for defects and damage.
- 17.2 The tenant and lessor will, partly on the basis of the inspection list made out at the beginning of the agreement, determine which repairs are necessary on account of the tenant to bring the rented property into good condition. The lessor will provide the tenant with a statement of the estimated cost of repair. Both the tenant and lessor receive a copy of the inspection, signed by both parties.
- 17.3 The tenant and lessor will make an appointment for the final inspection of the rented property.
- 17.4 The lessor will give the tenant the opportunity to execute the repairs identified in the inspection report at their own cost and within a reasonable period, determined by the lessor, prior to final inspection.
- 17.5 The final inspection takes place no later than the last working day before the end of the tenancy agreement.
- 17.6 If the tenant has not brought the rented property into good condition at the end of the tenancy agreement, the lessor is entitled, without further notice, to perform the repairs identified in the inspection report and bill the tenant for the associated reasonable costs mentioned in inspection report, including any vacancy damage caused by the work.
- 17.7 The tenant of a self-contained house will hand over the keys of the rented property preferably at the final inspection, but no later than the date of the end of the tenancy agreement before 9:00 am.

Article 18 > General handover

- 18.1 The tenant will hand over the rented property in good condition at the end of the tenancy agreement, and will vacate the rented property in an empty (excluding items on the inventory of the lessor) and clean condition to the free disposal of the lessor.
- 18.2 The rented property is considered to be in good condition if it appears, on the basis of Articles 5 and 6, that:
- a the tenant has fulfilled the repair and maintenance obligations referred to in Article 10
 - b the tenant has repaired all damage for which they are liable under Article 11
 - c changes referred to in Article 14 have been undone, as far as the lessor, under that article, has demanded the changes to be undone or the court has imposed this as a condition, and
 - d the provisions made by the tenant which do not need to be undone, are in a good state of maintenance.
- 18.3 The lessor has the right to remove any goods, still present in the rented property after the handover, at the expense of the tenant and to dispose thereof at their discretion, unless the lessor is aware that these things have been taken over by the next tenant. The lessor is not required to take items left behind into custody for the tenant.

Article 19 > Non-compliance/notice of default

- 19.1 If either party fails to fulfil any obligation under the tenancy agreement, the creditor shall notify the debtor to the extent required by law, by written notice of default and award the debtor on that occasion a reasonable period to fulfil its obligations.
- 19.2 A notice of default and further time limit is in any case not required in the event of late payment of rent, if the breach cannot be undone or if the creditor from a communication from the debtor should or could infer that the debtor will default in the fulfilment of its obligation.

19.3 If compliance within the agreed or specified time limit fails, then the creditor, without prejudice to its other rights under the law, is entitled to terminate the tenancy agreement ad interim. That termination will only bear advance notice as required by law.

Article 20 > Contact details and other provisions

20.1 From the inception of the tenancy agreement the lessor may treat the address of the rented property as the only correct address of the tenant, and the email address provided at the inception of the tenancy agreement as the only correct email address, as long as the lessor has not received notice otherwise from the tenant.

20.2 All communication from the tenant to the lessor will take place via the tenant's portal of the lessor, unless any statutory provision precludes this.

20.3 All communication from the lessor to the tenant will be done via e-mail, unless a statutory provision precludes this.

20.4 For further contact details and opening hours; see www.duwo.nl

20.5 The lessor will process the personal data of the tenant in accordance with the privacy statement on the website of the lessor.