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## GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION

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In accordance with the model drawn up by the Netherlands Real Estate Council (ROZ) on 20 March 2017. These terms and conditions were filed with the Clerk of the District Court at The Hague on 12 April 2017 and are registered there under number 2017.21. The Netherlands Real Estate Council rejects any liability for adverse consequences arising from the use of the text of this model.

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### Use

1.1 Throughout the term of the tenancy agreement, the tenant will actually, fully, continuously, properly and privately use the rented object in accordance with the designated use indicated in the tenancy agreement, which means, *inter alia*, that the tenant cannot use the rented object for business activities (also including activities as referred to in articles 2.1 and 14.3, paragraph c). The tenant will be required to disgorge any (estimated) profit generated by him as a result of acts in violation of this prohibition, without prejudice to the landlord's right to claim (additional) damages.

1.2 The tenant will observe any existing restrictive rights, obligations attaching to a specific capacity, and the requirements set or to be set by the government, the fire service, and utility companies in respect of the rented object. Utility companies will be understood to include similar companies engaging in the supply, the transport and the measuring of consumption of energy, water, and such like. Unless, upon commencement of the tenancy agreement, the residential accommodation is let semi-furnished or furnished, the tenant is to furnish the rented object upon commencement of the tenancy agreement. The tenant will keep the rented object sufficiently furnished.

1.3 The tenant is to act in accordance with the oral or written instructions to be given by or on behalf of the landlord in the interest of proper use of the rented object and of the areas, systems and facilities pertaining to the building or building complex of which the rented object forms part.

1.4 The tenant will have the right and the obligation to use such common facilities and services as are, or will be, available in the interest of proper performance of the building or building complex of which the rented object forms part.

1.5 The landlord may deny the tenant access to the rented object if, at the time that the tenant wishes to occupy the rented object, the tenant has not, or not yet, performed his obligations under the tenancy agreement. This will not affect the effective date of the tenancy agreement or the obligations ensuing from it.

1.6 The tenant may not use the storage areas, garages, etc., as living space, as storage other than for his own private, non-commercial purposes, as workshop or as retail space, or otherwise perform, or allow third parties to perform, sales activities in or near such areas.

### Subtenancy

2.1 Without the prior written consent of the landlord, the tenant will not be authorised to let, sublet, or grant the use of all or part of the rented object to third parties, including the letting of rooms, the providing of board and lodging, the permanent or temporary granting use (for example through AirBnB or a similar organisation), or the relinquishment of tenancy. Any consent given by or on behalf of the landlord will be once only and will not apply to any other or subsequent situations.

2.2 If the landlord has reason to assume that the tenant has granted the use, or has sublet, all or part of the rented object without the consent of the landlord as referred to in article 2.1, the tenant will be required to cooperate in an investigation to that effect by the landlord. On request, the tenant will be required, *inter alia*, to provide the personal details of the user/s or subtenant/s.

### Condition of the rented object upon commencement of the tenancy agreement

3.1 Upon commencement of the tenancy agreement the rented object will be, or was, delivered to the tenant, and accepted by the tenant, in good condition, free of defects. This is the condition that will allow the rented object to provide the tenant with the enjoyment that the tenant may expect upon commencement of the tenancy agreement of a well-maintained object of the type to which the tenancy agreement relates.

3.2 The general, the structural, and the technical condition of the rented object in which the tenant accepts the rented object upon commencement of the tenancy agreement will be recorded by the tenant and the landlord in a delivery report to be added as an annex to the tenancy agreement and to be signed by or on behalf of the parties. Such delivery report will form part of the tenancy agreement.

3.3 Any defect that may exist upon commencement of the tenancy agreement will be stated in the delivery report. Any such defect will be corrected by the landlord within a reasonable term. If the landlord fails to do so, the landlord will not be in default until after having been given notice of default by the tenant.

### Tenant changes and additions

4.1 Without the prior written consent of the landlord, the tenant may not make, cause, or have any changes or additions in, on or to the rented object, or its fitting-out or appearance. The foregoing will not apply to any changes or additions that can be undone upon termination of the tenancy agreement without any substantial costs.

4.2 Without the prior written consent of the landlord, the tenant may not make, cause, or have any changes or additions on or to the exterior of the rented object, including the land, the balcony, the common areas, and the garden (except for purposes of fitting-out as a decorative garden).

4.3 Upon termination of the tenancy agreement, any changes or additions will be undone by the tenant, unless the tenant has obtained written consent from the landlord to leave such changes or additions behind.

**4.4** Unless agreed otherwise in writing between the parties, the landlord will not grant its consent to any changes or additions that the tenant may wish to make if:

- that would impair the letting potential of the rented object;
- the change would lead to a decrease in value of the rented object;
- such changes or additions are not necessary for effective use of the rented object;
- such changes or additions will not increase the enjoyment of the rented object;
- making such changes or additions will demonstrably impair the energy index of the rented object;
- serious objections on the part of the landlord otherwise oppose the making of such changes or additions.

**4.5** Serious objections on the part of the landlord will in any event be deemed to exist if the changes or additions:

- do not meet the relevant government requirements and/or requirements of utility companies or if the required permits, if any, have not been obtained;
- are of inadequate technical quality;
- will impair the letting potential of adjacent houses;
- will render proper housing management difficult;
- will or may cause nuisance and/or hindrance to third parties;
- will cause the house no longer to be eligible for allocation to persons seeking a house in the landlord's primary target group in respect of the rented object;
- are or may reasonably be damaging to the rented object or to the building of which the rented object forms part;
- will change the nature of the rented object;
- are contrary to the deed/s of division or the internal regulations relating to the rented object, or of the conditions on which the owner of the rented object has acquired title to the rented object.

**4.6** The landlord will be authorised to attach requirements for the tenant to its consent, or in relation thereto to impose an obligation on him, in particular in respect of the materials to be used by him and their quality, the constructions to be used, and the working methods to be followed, in particular with a view to the possibility of, and the consequences for, future maintenance and safety. Furthermore, the landlord may attach requirements to any consent to be granted in respect of fire, storm and third-party liability insurance, in respect of any taxes and levies and in respect of liability.

**4.7** In its consent, the landlord will communicate whether or not the changes are to be undone upon termination of the tenancy agreement. In the event that the landlord requires any changes or additions to be undone, the landlord will be authorised to require a guarantee or other security for performance of the relevant obligation. Changes or additions will not need to be undone only if, upon joint written request by the tenant and the new tenant, the landlord still agrees to maintenance of the changes or additions made or taken over by the tenant, in that such changes or additions may be taken over by the new tenant. Subsequently, the new tenant, in his turn, will arrange for the relevant changes or additions to be undone upon termination of the tenancy agreement entered into with him, unless such changes or additions can, again, be left behind because of the provisions of the first sentence of this clause.

**4.8** The tenant will be required to ensure that, when making the changes or additions, all the relevant requirements set or to be set by the government are met, as well as that all the required permits and authorisations (including authorisations by the municipality and the fire service) are obtained, while the costs of the changes or additions will at all times be payable by the tenant.

**4.9** The tenant will be responsible for any maintenance and repair work in respect of the changes and additions made or taken over by him. In no event will any items, changes or additions that the tenant may have taken over from a preceding tenant lead to any liability on the part of the landlord. The tenant will indemnify the landlord against any third-party claims in respect of damage caused by any changes or additions made or taken over by the tenant.

**4.10** Any non-wallpapered walls and ceilings in the rented object may not be wallpapered by the tenant. The tenant may not stick any stickers on paintwork or glue any floor covering directly to the floors or stairs. Any structure applied by the tenant to walls, such as plasterwork, textured paint, textured plaster, putz, and such like, must be undone by the tenant upon termination of the tenancy agreement, unless the successive tenant has communicated in writing to the landlord that he will take over the structure applied to the walls from the tenant and that he (the successive tenant) will, in his turn, arrange removal thereof upon termination of his tenancy agreement.

**4.11** Any consent given by the landlord will be once only and will not apply to any other or subsequent situations.

**4.12** The landlord will not be bound by any nomination by the tenant of a successive tenant for the rented object, even if such nominated successive tenant is prepared to take over facilities or changes made in or to the rented object by the tenant.

**4.13** Any changes made by the tenant in violation of the landlord's conditions must be undone on the landlord's demand.

**4.14** If any items applied by the tenant are to be temporarily removed in connection with maintenance or repair work on the rented object or on the building or building complex of which the rented object forms part, the costs of removal, storage, if necessary, and reapplying will be at the expense and risk of the tenant, irrespective of whether the landlord had granted its consent to the application of the relevant items.

#### **Landlord changes or facilities**

**5.1** If and to the extent that any mandatory instructions are given by the government to the landlord in respect of changes, adjustments or improvements to the rented object individually, or to the building or building complex of which the rented object forms part, the tenant declares that he will allow such changes to be made in, on, to or near the rented object.

**5.2** If the rented object forms part of a building complex comprising multiple houses, and the landlord wishes to change, adjust or improve all or part of the building complex of which the rented object forms part, where such work is not

mandatorily required by the government, the tenant must give the opportunity to do so, provided that:

- a. at least 70% of the tenants within the building complex, or such part thereof, of which the rented object forms part, have agreed to the proposed change, adjustment or improvement;
- b. for technical, organisational, social and/or financial reasons, the proposed change, adjustment or improvement can be made only on a complex-by-complex, or part-by-part, basis;
- c. the landlord has informed the tenant in good time of the proposed change, adjustment or improvement, and has consulted with the tenant or the tenants' organisation.

**5.3** If the landlord is required, pursuant to article 5.1 or article 5.2, to make certain changes or renovations in or to the rented object, the landlord will also be entitled to submit to the tenant a proposal for a rent revision pursuant to Article 7:252 and/or Article 7:255 of the Dutch Civil Code (DCC).

**5.4** The landlord will not be entitled to submit a proposal for a rent revision to the tenant for any changes or renovations that may qualify as correction of overdue maintenance to attain the maintenance level that suits the original rent.

**5.5** In the event of any changes, adjustments or improvements as referred to in articles 5.1 and 5.2, the provisions of article 11.5 will apply.

#### **Lift**

**6.1** If the building of which the rented object forms part includes a lift, the tenant and his household members, and visitors will carefully comply with all instructions given, or to be given, by or on behalf of the landlord, the lift installer or the government.

**6.2** The landlord will be responsible for entering into a service contract for the lift.

#### **Central heating and water heater**

**7.1** If a private, individually operated central heating system or a water heater is available in the rented object, the tenant will arrange the preservation thereof as befits a responsible tenant.

**7.2** Payable by the tenant, without exception, will be all costs of repair or damage caused by negligence, improper use or inexperienced maintenance of the systems referred to in article 7.1 and appurtenances by the tenant himself or by any persons designated by him.

**7.3** The tenant will be required, in the event of frost, to take all such measures as may be available to him to avoid freezing of the central heating system, the water heater and the water pipes. In the event of the tenant's absence during the heating season, the tenant will not be permitted - with a view to the risk of freezing of the aforementioned systems - to shut the radiators of the central heating system.

#### **Common or central aerial unit**

**8.1** If the rented object has been, will be, or may be connected to an existing common or central system for internet and/or reception of television and radio programmes, the tenant will not be permitted to apply or preserve any private system and/or aerials, or to make any changes to the system.

**8.2** Only connection points created in the rented object to the common or central aerial system or internet supply facility may be used to connect equipment. For purposes of such connection/s, the tenant will be required to use proper connection cables to be purchased at his own expense. The tenant will be liable for any damage caused to the system as a result of the use of improperly functioning reception devices or improper connection cables.

#### **Garden, land, boundary partitions, structures**

**9.1** If the rented object includes a garden or land, the tenant will be required to lay out, use, maintain and preserve the garden as a decorative garden, and not to use the land or the garden for the storage of items of any nature whatsoever, or to park one or more cars, caravans, boats, etc. Any trees and shrubbery, including the trees and shrubbery already present at the time of commencement of the tenancy agreement, must be maintained and pruned in good time by the tenant. Any trees or shrubbery in the garden that cause nuisance are to be removed at the tenant's expense. If a tree-felling permit is required, the tenant is to apply for such permit at his own expense, with the knowledge of the landlord. Any damages caused by trees, shrubbery or other plants will be at the expense of the tenant.

**9.2** Without the consent of the landlord, the tenant may not install, change or remove any boundary partitions, sheds, or wooden or other structures.

**9.3** The provisions of articles 4.1 to 4.14 inclusive will apply *mutatis mutandis*.

#### **Shading devices**

**10.1** The tenant may not apply any external shading devices, save with the prior approval of the landlord in respect of the construction, the colour, and the method of fastening.

**10.2** The provisions of articles 4.1 to 4.14 inclusive will apply *mutatis mutandis*.

#### **Maintenance**

**11.1** Pursuant to the law (Article 7:217 in conjunction with 7:240 DCC) and this tenancy agreement, the tenant will be required to carry out minor repairs on, in or to the rented object, in any event including the minor repairs referred to in the Dutch Minor Repairs (Tenant's Liability) Decree [*Besluit kleine herstellingen*], and the landlord will be required, at the tenant's request, to remedy any other defects, unless this is impossible or would involve expenses that, under the circumstances, the landlord cannot be required to incur. To that end, the parties will make, or cause, in a timely and proper fashion - each at their own expense - such facilities, including renovations, as may be necessary and as they are required to make or cause pursuant to the law, any statutory requirement or agreed conditions.

**11.2** The provisions of article 11.1 will apply without prejudice to the tenant's obligation in respect of maintenance, repairs and renovation of any facilities made by or on behalf of the tenant himself as referred to in article 4.

**11.3** The minor repairs that are at the tenant's expense will be carried out by or on behalf of the landlord if such maintenance is included in the supplies and services to be arranged by or on behalf of the landlord that are related to the occupation of the rented object as referred to in article 7 of the tenancy agreement.

**11.4** The foregoing provisions will apply without prejudice to the obligation on the part of either party to assume responsibility for such facilities as are to be made as a result of wilful misconduct, fault, negligence or improper use on the part of such party itself or of any persons for whom it is responsible.

**11.5** If the landlord deems it necessary to carry out maintenance, repair, renovation or other work on the rented object or on the building or building complex of which the rented object forms part or on any adjoining premises, or if any such work is necessary in view of any requirements or measures imposed by the government or utility companies, the tenant will allow the persons that are necessary to carry out such work to access the rented object and tolerate such work and any inconvenience it may cause, without any entitlement to claim damages, reduction of the payment obligation or dissolution of the tenancy agreement. The landlord will consult with the tenant in good time as to the timing of carrying out the work.

**11.6** If either party fails to carry out, or cause third parties to carry out, maintenance, repair or renovation work at its own expense, or if such work has been carried out improperly or poorly, the other party will be entitled to carry out, or cause third parties to carry out, such work at the expense and risk of the negligent party, after the negligent party has received a written notice of default granting it a reasonable term to perform. If the work to be carried out at the tenant's expense cannot be delayed, the landlord will be entitled promptly to carry out, or cause third parties to carry out, such work at the tenant's expense.

### **Access**

**12.1** The landlord and any and all persons to be designated by it will be entitled to access the rented object, after consultation with the tenant and on workdays between 8:00 a.m. and 5:30 p.m., to inspect the condition of the rented object for purposes of the work referred to in articles 5 and 11 and for valuation purposes. In emergencies, the landlord may also access the rented object without consultation and/or outside the time frames referred to above.

**12.2** In the event of a proposed letting, sale or auction of the rented object or of all or part of the building or building complex of which the rented object forms part, and in the last three months prior to termination of the tenancy agreement, the tenant will be required, after prior notice by or on behalf of the landlord, to give access to the rented object for viewing purposes between 10:00 a.m. and 12:00 noon, and between 2:00 p.m. and 4:00 p.m. on workdays, as well as on the auction days, and it will tolerate the usual 'to let' or 'for sale' signs on or near the rented object (or the building or building complex).

### **Damage and liability**

**13.1** If any damage has occurred, or is imminent, in, on or to the rented object, including damage or imminent damage to pipes, cables, tubes, discharges, sewers, systems and equipment, the tenant will be required promptly to notify the landlord in writing.

**13.2** In the event of immediate damage or damage that has occurred threatens to expand, the tenant will be required to notify the landlord without delay and promptly to take appropriate measures to avoid and mitigate any (further) damage in or to the rented object. The foregoing will particularly apply if any damage has occurred, or is imminent, as a result of any weather condition.

**13.3** If the rented object forms part of a collective building or housing complex, the provisions of articles 13.1 and 13.2 will also apply to the total building or building complex, more in particular in respect of the common areas and the adjacent premises. Any direct acts on the part of the tenant in these situations will be required only if he can reasonably be expected to perform such acts.

**13.4** The landlord will not be liable for any damage or lost enjoyment under the tenancy agreement suffered by the tenant and/or his household members or for any damage to property of the tenant and/or his household members as a result of visible or invisible defects in the rented object, unless such damage or lost enjoyment is attributable to the landlord or if such damage was caused by a defect that existed at the time of entering into the tenancy agreement and that was, or should have been, known to the landlord at such time.

**13.5** The landlord will not be liable for any damage caused to the person and/or to any property of the tenant or his household members by storm, frost, stroke of lightning, serious snowfall, flooding, rising or falling of the groundwater level, natural disaster, atomic reaction, armed conflict, civil war, uprising, civil commotion, molest or other calamities.

**13.6** The tenant will be liable for any damage to the rented object as a result of attributable failure on the part of the tenant to perform any obligation under the tenancy agreement. All damage, except for fire damage, will be deemed to have occurred as a result of such attributable failure. For purposes of this paragraph, the tenant will be deemed to include: the tenant's household members and any third parties that are inside the rented object.

**13.7** The tenant will be required to take out - and maintain - adequate household contents insurance on customary terms. In respect of any damage that comes under the scope and cover of an insurance policy taken out by the tenant, the tenant is to address the insurer first.

### **Protection of the living climate**

**14.1** If the rented object forms part of a building or building complex which includes rooms and areas to which the tenant does not have any exclusive use rights, the tenant will for his part contribute to avoiding pollution of such rooms and areas, the placing of movable property in, on or to such rooms or areas, and the use of such rooms and areas for any purposes other than for which they were intended, either manifestly or based on the tenancy agreement or the

instructions of the landlord. In particular, the tenant will not access, or cause third parties to access, the roof, the lift control rooms, the fire-escape ladders, the central heating system area, or the hydrophore room. Furthermore, the tenant may not place any vehicles, prams, bicycles or other objects other than in the designated areas, or beat or hang out bed linen, laundry, etc. on the exterior of the building, other than within the balcony.

**14.2** Without the prior consent of the landlord, the tenant may not:

- a. apply, or cause the application of, any advertising, in any form whatsoever, for himself or for third parties, to the rented object;
- b. connect, or cause the installation of, a mechanical exhaust hood or other equipment to a ventilation duct;
- c. fit out or use the flues in the rented object for an open fireplace or a multi-fuel heater, unless such use is for the purpose of an open fireplace that forms part of the rented object.

The provisions of articles 4.1 to 4.14 inclusive will apply *mutatis mutandis*.

**14.3** The tenant may not:

- a. keep any pets or other animals in or near the rented object that cause nuisance;
- b. discharge combustion gases other than through the available flues or use venting ducts for such purpose;
- c. grow, or cause the growth of, or trade hemp in the rented object, in the common areas and/or in any parts thereof, or in the direct vicinity of the rented object, and/or fit out the rented object as a hemp farm, hemp drying plant or a hemp harvesting plant, or perform any other activities that are punishable pursuant to the Dutch Opium Act [*Opiumwet*]. The tenant may not have any hemp or similar plants available, or store or keep such plants for others in the rented object and/or in any common areas either. Furthermore, the tenant may not trade, produce or in a group use, allow the use of, or have available any qat, soft drugs or other controlled substances in the rented object, in the common areas and/or in any parts thereof, or in the direct vicinity of the rented object. The tenant acknowledges that any acts in violation of the foregoing prohibitions will lead to damage to the rented object, as well as to hazardous negligence and nuisance (such as pollution, vandalism, attracting crime, etc.) for the environment. Acting in violation of this prohibition is deemed so serious that it will justify dissolution of the tenancy agreement in the shortest possible term. The tenant will be required to disgorge to the landlord any (estimated) profit generated by him as a result of acts in violation of this prohibition, without prejudice to the landlord's right to claim (additional) damages.

**14.4** When using the building or building complex of which the rented object forms part, the tenant will not cause any hindrance or nuisance. The tenant will ensure that any third parties or animals present on his behalf will not do so either.

**14.5** Articles 14.1 to 14.4 inclusive intend, *inter alia*, to promote a good living climate among the users of the building or building complex of which the rented object forms part.

**14.6** The tenant will act and use and maintain the rented object as befits a responsible tenant.

### Environment

**15.1** The tenant will strictly comply with the guidelines, regulations or instructions from the government or other competent authorities in respect of (separate) presentation of refuse. In the event of failure, or failure fully, to comply with this obligation, the tenant will be liable for any financial, criminal or other consequences that may ensue from such failure.

**15.2** The tenant may not:

- a. have any environmentally hazardous items in, on, to, or in the direct vicinity of, the rented object, including malodorous, fire hazardous or explosive items;
- b. use the rented object in any manner that may cause soil or other environmental pollution.

### Rent adjustment

**16.** If the rented object is self-contained accommodation subject to a decontrolled rent:

- the annual rent adjustment will be based on the change in the monthly price index figure according to the consumer price index (CPI) for all households (series 2015=100), as published by Statistics Netherlands (CBS);
- the adjusted rent will be calculated according to the following formula: the changed rent will be equal to the rent as prevailing on the adjustment date, multiplied by the index figure for the fourth calendar month preceding the calendar month in which the rent is adjusted, divided by the index figure for the sixteenth calendar month preceding the calendar month in which the rent is adjusted;
- the rent will not be adjusted if the adjustment should lead to a rent that is less than the most recently prevailing rent, but in such event that most recently prevailing rent will remain unchanged until, in a subsequent indexation, the index figure for the calendar month being four calendar months preceding the calendar month in which the rent is adjusted, exceeds the index figure based on which the rent was most recently adjusted;
- a comparable index figure will be used to the extent possible, if CBS discontinues the publication of the said price index or the basis for calculation thereof is changed and, in the event of a difference of opinion in that respect, the party taking the initiative may request the Director of CBS to render a decision that will be binding on both parties. Any costs involved will be equally divided between the parties;
- the adjusted rent will apply, even if the tenant is not separately notified of such change.

### Costs of mains services based on an individual meter and service charges

**17.1** On top of the rent, the tenant will be responsible for the costs of supply, transport, measuring and consumption of gas, water and electricity for the rented object, including the costs of entering into the relevant agreements and the meter rental, as well as any other costs and penalties to be charged by the utility companies.

**17.2** The tenant will be responsible, at his own expense and risk, for entering into the supply agreements with the relevant companies, unless the rented object does not have any separate connections and/or the parties have agreed that the landlord will be responsible for the supply of gas, water and electricity.

[Translation from Dutch into English]

17.3 If the parties have agreed that the landlord will be responsible for the supply of gas, water and electricity for the rented object and the living area of the rented object contains an individual meter, the landlord will determine the fee due by the tenant in consideration thereof on the basis of the actual costs based on the meter readings. If the supply of heat as referred to in article 1(g) of the Dutch Heating Supply Act [*Warmtewet*], is governed by the Heating Supply Act, the said fee may in no event exceed the maximum price within the meaning of such act. In such event, the tenant undertakes, on demand, to sign a supply agreement with the landlord as referred to in that act. If the living area of the rented object does not contain an individual meter, the landlord will determine the fee due by the tenant.

17.4 On top of the rent, the tenant will be responsible for the costs of provision of internet, video, audio and other signals, including the costs of entering into the relevant agreements, as well as any other costs and penalties to be charged by the suppliers of such services.

17.5 The tenant will be responsible, at his own expense and risk, for entering into the provision agreements with the relevant companies as referred to in article 17.4, unless the parties have agreed that the landlord will be responsible for the provision of internet, video, audio and other signals. In the latter situation, the landlord will determine the fee due by the tenant in consideration thereof.

17.6 If the parties have agreed that the landlord will (also) be responsible for the provision of (other) supplies and services relating to the occupation of the rented object, the landlord will also determine the fee due by the tenant in consideration thereof.

17.7 To the extent that the rented object forms part of a building or building complex and the provision of supplies and services relating to the occupation of the rented object also relates to other parts pertaining thereto, the landlord will determine the share in the costs of such provision of supplies and services reasonably payable by the tenant. In that respect, the landlord need not consider the fact that the tenant does not use any of such supplies and services provided. If one or more parts of the building complex are not occupied, the landlord will ensure, in the determination of the tenant's share, that such share will not exceed the share if the building or building complex were fully occupied.

17.8 The landlord will provide the tenant with annual summaries based on which the tenant can independently determine his share in such costs. The statutory prescription period will commence at the end of the year to which the costs relate.

17.9 After termination of the tenancy agreement, a new summary will be prepared for the period for which no summary had been prepared yet. Such summary will be provided after expiry of no more than six months following the end of the year to which the costs relate.

17.10 Any amounts underpaid by the tenant or excess amounts received by the landlord according to the summary for the relevant period, taking into account advance payments made, will be paid extra or repaid within three months of provision of the summary. Any challenging of the correctness of the summary will not suspend this payment obligation.

17.11 If so desired, the landlord will give the tenant access to the books and other business records, or copies thereof, underlying the summary, for a period of one month following provision of the summary.

17.12 The landlord will be entitled to change the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part and the provision of the other supplies and services relating to the occupation of the rented object, after consultation with the tenant, in terms of type and scope.

17.13 The landlord will be entitled, in the course of the period, to adjust the advance on the fee for the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part and the fee for the other supplies and services provided in relation to the occupation of the rented object, based on the costs expected by it, *inter alia*, in a situation as referred to in article 17.12 and, furthermore, in the situations referred to in Article 7:261(1) DCC.

17.14 The tenant will be bound by any reduction or expansion of the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part and the provision of the other supplies and services relating to the occupation of the rented object and the associated changed amount of the advance payment, if such change relates to a supply that can be supplied only to a number of tenants jointly and at least 70% of those tenants have agreed. A tenant that has not agreed to the change may claim a court decision as to the reasonableness of the proposal within eight weeks of the written notice from the landlord that agreement has been reached with at least 70% of the tenants.

17.15 If the consumption of gas, electricity, heat or (hot) water is determined on the basis of consumption meters, and a dispute should arise as to the tenant's share in the costs of consumption as a result of the non-performance or incorrect performance of such meters, such share will be determined by a company specialising in the measuring and determining of gas, electricity, heat and/or (hot) water purchased consulted by the landlord. The foregoing will also apply in the event of damage or destruction of, or fraud with respect to, the meters, without prejudice to any other rights that the landlord may in such event have vis-à-vis the tenant, including the right to claim repair or replacement of the meters and compensation of damage suffered.

#### **Notice of termination**

18.1 Notice of termination of the tenancy agreement is to be given by bailiff's writ or by registered letter, with effect from a day agreed for payment of the rent (usually the first day of a calendar month), with due observance of a notice period. The notice period for notice of termination to be given by the tenant will be equal to the duration of a payment period, but not less than one month and not more than three months, and for notice of termination to be given by the landlord not less than three months and subject to Article 7:271(5) DCC.

18.2 A tenancy agreement entered into for a limited period of time that is shorter than or equal to two years (in the event of self-contained accommodation), or five years (in the event of non-self-contained accommodation), will not end by notice of termination but by a communication to be issued by registered letter to the effect that the tenancy agreement will end upon expiry of the limited period stated in the tenancy agreement. Such communication is to be issued by the



[Translation from Dutch into English]

landlord not later than one month prior to expiry of the limited period stated in the tenancy agreement and not sooner than three months prior to expiry of such period.

#### **Termination of tenancy agreement or use**

**19.1** Unless agreed otherwise in writing, upon termination of the tenancy agreement or upon termination of use of the rented object, the tenant will re-deliver the rented object to the landlord in the condition as described in the delivery report upon commencement of the tenancy agreement, taking into account any subsequent work performed by the landlord and normal wear and tear and ageing.

**19.2** If no delivery report was drawn up upon commencement of the tenancy agreement, the tenant will, save evidence to the contrary, be deemed to have received the rented object in the condition it is in upon termination of the tenancy agreement.

**19.3** Upon termination of the tenancy agreement or termination of use of the rented object, the tenant is to re-deliver the rented object to the landlord vacant and cleared, free of use and use rights, properly cleaned and subject to surrender of all the keys, key cards, etc.

**19.4** The tenant will be under the obligation, at his own expense, to remove any and all items affixed by him in, on or to the rented object, or taken over by him from the previous tenant or user, unless at any time the landlord indicates, or has indicated, otherwise in writing. Moreover, the tenant will repair any damage caused by the removal of items, re-deliver the non-wallpapered walls and ceilings in the colour white and, if a garden forms part of the rented object, leave the land behind unpolluted and proper (without any holes or potholes). No compensation will be due by the landlord for any non-removed items affixed without the consent of the landlord, unless agreed otherwise in writing.

**19.5** The tenant will forfeit possession of any items that he is deemed to have abandoned by leaving them behind in the rented object when actually vacating the rented object. Any such items may be removed by the landlord, at the landlord's discretion and without any liability arising on its part, at the expense of the tenant, without any retention obligation being imposed on the landlord. The landlord will be free to dispose of any such items. It will have the right to appropriate any such items or to remove them at the risk of the tenant, all at the landlord's sole discretion. Furthermore, the landlord may opt to have the relevant items discharged for immediate destruction or for temporary storage. If the landlord has had the relevant items transported and stored, the tenant may obtain possession of such items from the landlord only in the period that they are stored against payment in a lump sum of all claims that the landlord may have against the tenant. The landlord will not be liable for any damage caused to the relevant items during removal, transport or storage.

**19.6** The provisions of article 19.5 will not apply to any movable items that the tenant has transferred to the successive tenant, provided that the successive tenant has notified the landlord of such transfer in writing.

**19.7** The rented object is to be inspected by the parties jointly in good time before termination of the tenancy agreement or use. The parties will draw up a report of such inspection recording the findings in respect of the condition of the rented object. Furthermore, such report will record the work in respect of the repairs proven necessary upon inspection and overdue maintenance for which the tenant is responsible yet to be performed at the expense of the tenant, and the procedure for any such work.

**19.8** If, after having been given proper opportunity by registered letter, the tenant or the landlord fails to cooperate in the inspection and/or the recording of the findings and arrangements in the report within a reasonable term, the party insisting on recording will be authorised to carry out the inspection outside the presence of the failing party and to adopt the report, which will be binding on the parties. The party insisting on recording will promptly provide the failing party with a copy of such report.

**19.9** The tenant will be under the obligation properly to carry out, or cause third parties to carry out, the work to be carried out based on the report within the term set in the report or otherwise agreed between the parties. If the tenant fails, or fails fully, to perform his obligations ensuing from the report, the tenant [*sic.*] will be entitled to cause such work to be carried out and to recover the associated costs from the tenant, without any notice of default by or on behalf of the landlord to the tenant being required, and without prejudice to the landlord's right to claim compensation of the further damage and costs.

**19.10** For the period involved in the performance of the work, calculated from the date of termination of the tenancy agreement, an amount will be due by the tenant to the landlord equal to the most recently prevailing rent, the fee in connection with the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part and the fee for the other supplies and services to be provided in connection with the occupation of the rented object, without prejudice to the landlord's right to claim compensation of further damage and costs. The tenant cannot derive any rights from this provision.

#### **Payments**

**20.1** Payment of the rent and of all such other amounts as may be due pursuant to this tenancy agreement will be made on or before the expiry date, in legal Dutch tender - without any suspension, discount, deduction or set-off against any claim that the tenant has, or asserts, against the landlord, save as provided in Article 7:206(3) DCC - by way of deposit or transfer to an account to be designated by the landlord.

**20.2** The landlord will be free to change the place or method of payment by giving written notice to the tenant. The landlord will be entitled to determine which outstanding claim under the tenancy agreement a payment received by it from the tenant will go to reduce, unless expressly indicated otherwise by the tenant when making the payment. In the latter event, the provisions of Article 6:50 DCC will not apply.

#### **Security deposit**

**21.1** By way of security deposit for proper performance of his obligations under the tenancy agreement, the tenant will pay a security deposit, equal to the amount stated in article 10 of the tenancy agreement, into a bank account designated

by the landlord upon signing of the tenancy agreement.

**21.2** If the security deposit has been drawn on, the tenant will be required, on the landlord's demand, to supplement the security deposit by the amount for which the security deposit was drawn on.

**21.3** If and to the extent that the security deposit has not been validly drawn on by the landlord, the landlord will be under the obligation, upon termination of the tenancy agreement, to repay the security deposit into an account number to be designated by the tenant.

#### **Joint and several liability, joint tenancy, guardianship and administration**

**22.1** If more than one person has committed as tenants, such persons will at all times be jointly and severally liable to the landlord for all the obligations ensuing from the tenancy agreement. Postponement of payment or remission, or an offer to that effect, by the landlord to one of the tenants will regard solely that tenant.

**22.2** The obligations under the tenancy agreement will be joint and several, including vis-à-vis heirs, beneficiaries and other transferees and assigns of the tenant.

**22.3** A person who has entered into, and signed, the tenancy agreement together with one or more others, without any legal joint tenancy, will not lose his status as a tenant by permanently leaving the rented object. Even in such event, he will remain jointly and severally liable for the obligations under the tenancy agreement. A contractual joint tenant (co-tenant) may give notice of termination of the tenancy agreement only together with the other tenant or tenants.

**22.4** When entering into the tenancy agreement, the tenant is to inform the landlord as to whether or not he is married or has entered into a registered partnership. The tenant will state the personal details of his partner to the landlord. If, after entering into the tenancy agreement, the tenant marries or enters into a registered partnership, he will promptly notify the landlord, stating the personal details of the partner.

**22.5** When entering into the tenancy agreement, the tenant is to inform the landlord as to whether a guardianship or administration order has been imposed on him. The tenant will state the personal details of the guardian or the administrator to the landlord. If, after entering into the tenancy agreement, a guardianship or administration order is imposed on the tenant, he will promptly notify the landlord, stating the personal details of the guardian or the administrator.

#### **Delayed availability**

**23.1** The landlord will be under the obligation to make the rented object available to the tenant on the effective date as referred to in article 3.1 of the tenancy agreement.

**23.2** If the rented object is not available on the envisaged effective date, because the rented object was not completed in time, because the previous tenant has failed to vacate the rented object in good time contrary to arrangements made, or because the landlord has not yet obtained the government permits to be arranged by it, no rent, no fee in connection with the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part, and no fee for the other supplies and services to be provided in connection with the occupation of the rented object will be due by the tenant until such date as the rented object is made available to him, and his other obligations and the agreed instalments will be postponed accordingly.

**23.3** The landlord will not be liable for any damage to be suffered by the tenant as a result of the delay, unless such delay is due to attributable failure on the part of the landlord. Attributable failure will be understood to include the situation where the landlord fails to perform to the best of its ability to make the rented object available to the tenant as soon as possible.

**23.4** If the landlord is unable to make the rented object available to the tenant within ten workdays of the envisaged effective date, the tenant will be entitled to dissolve the tenancy agreement out of court by registered letter.

#### **Apartment rights**

**24.1** If the building or building complex of which the rented object forms part is, or will be, divided into apartment rights, the tenant will observe the instructions ensuing from the deed of division, the charter or the regulations. The foregoing will also apply if the building or building complex is, or will be, owned by a cooperative association.

**24.2** The landlord will, to the best of its ability, avoid cooperation with the creation of any instructions that are contrary to the tenancy agreement.

**24.3** The landlord will ensure that the tenant will be provided with the instructions on occupation as referred to in article 24.1.

#### **Costs, default**

**25.1** The tenant will be in default by the mere expiry of a specific term.

**25.2** In all such situations where the landlord or the tenant has a demand letter, a notice of default or a writ issued against the tenant or the landlord, as the case may be, or in the event of legal proceedings against the tenant or the landlord to enforce performance by such party of the tenancy agreement or to force the tenant to vacate the rented object, the tenant or the landlord, as the case may be, will be under the obligation to reimburse the landlord or the tenant, as the case may be, for all judicial and extrajudicial costs incurred in that respect - with the exception of the costs of proceedings payable by the tenant or the landlord, as the case may be, pursuant to a final court decision - to the extent that reimbursement of such costs is not governed by the Extrajudicial Collection Costs (Standards) Act [*Wet normering buitengerechtelijke kosten*] and the associated Collection Costs Decree [*Besluit incassokosten*].

#### **Personal data**

**26.1** Any personal data of the tenant and, if applicable, the tenant's spouse/registered partner and/or other family members and/or guardian/administrator will be processed by the landlord and/or the manager, if any, and/or their group



companies for the following purposes: performance of the tenancy agreement, maintenance and planning of maintenance, arranging viewings and takeovers, making payments and collecting claims, including the passing on of claims to third parties for collection, the handling of disputes, questions or investigations, including legal proceedings, monitoring, or causing third parties to monitor, applying for and granting rent allowance, internal management activities, as well as the performance or application of the law. For such purposes, the personal data will, if necessary, be provided by the landlord and/or the manager to third parties, such as the bank for purposes of payment, maintenance companies that carry out scheduled maintenance or maintenance based on a complaint (and to which name and contact details, such as telephone numbers, email addresses, and information about the complaint may be transferred), potential tenants for viewings and takeovers (which may receive names, telephone numbers and email addresses for purposes of scheduling an appointment), debt collection agencies, bailiffs, lawyers and courts in the context of overdue payments or disputes, the Dutch Tax and Customs Administration, and other competent authorities, as well as service providers, such as IT providers, accountants, auditors and lawyers.

**26.2** Data subjects will be entitled to request the landlord and/or the manager to grant access to their relevant personal data and/or request them to correct, supplement, remove or shield same. The tenant will inform his spouse/registered partner and/or guardian/administrator - if any - of the contents of this article.

#### **Address for service**

**27.1** From the effective date of the tenancy agreement, all communications by the landlord to the tenant in connection with the performance of the tenancy agreement will be directed to the address of the rented object.

**27.2** The tenant undertakes, in the event that the tenant no longer uses the rented object, promptly to notify the landlord, stating his new address for service.

**27.3** If the tenant vacates the rented object without notifying the landlord of a new address for service, the address of the rented object will be deemed to be the tenant's address for service.

#### **Requests**

**28.** Save in the event granted by the landlord on its own initiative, the tenant may rely on any consent, approval, statement or communication on the part of the landlord only if the tenant has sent a request to that effect to the landlord and the landlord has shown its positive reaction thereto in writing. Conditions may be attached to the landlord's consent, approval or statement.

#### **Complaints**

**29.** The tenant will submit any complaints or wishes in writing. In urgent cases, complaints or wishes may be submitted orally, followed by written confirmation by the tenant as soon as possible.

#### **Consequences of voidness or voidability**

**30.** The voidness or voidability of any part of the tenancy agreement or of the general provisions will not affect the validity of the other provisions. In such event, in lieu of the voided or void part, the provisions that are lawfully permissible and most closely approach the agreements that could have been made between the parties had they been aware of the voidness or voidability, will be deemed to have been agreed.