

# GENERAL TENANCY TERMS AND CONDITIONS

DECEMBER 14, 2015



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# GENERAL TENANCY TERMS AND CONDITIONS VESTE\* STUDENT ACCOMMODATION, DECEMBER 14, 2015.

*\* De Veste is a brandname of Housing Cooperation Vechtdal Wonen.*

## ARTICLE 1 | GENERAL

### APPLICABILITY

1. These General Tenancy Terms and Conditions form part of the tenancy agreement in which they have been declared applicable.

### DEFINITION OF STUDENT

2. The landlord rents out students' residences solely to students. Student is taken to mean:

- students at a university or higher education institution;
- foreign students at a university or higher education institution;
- persons affiliated to a university or higher education institution, such as starters at an academic level.

The landlord concludes tenancy agreements for students' residences for a fixed term only, i.e. the period during which a tenant is a student and meets the definition of student in the previous paragraph.

### COMPULSORY SUBMISSION OF PROOF OF REGISTRATION AS A STUDENT

3. The landlord is entitled to ask the tenant for proof of still meeting the definition of student set out in paragraph 2 of this article on an annual basis. The tenant is obliged to disclose his status within one month.

### SPECIAL PROVISIONS

4. In the event that the provisions of the tenancy agreement deviate from the general tenancy terms and conditions, the provisions in the tenancy agreement prevail. Special provisions contained in the tenancy agreement prevail over the general tenancy terms and conditions.

### CHANGES TO GENERAL PROVISIONS

5. The landlord is authorised to change these general provisions with due observance of the requirements of reasonableness and fairness. The landlord shall notify the tenant of any changes in writing. The tenant is bound by all future changes that have been effectuated by the landlord in accordance with the requirements of reasonableness and fairness.
6. In the event that the accommodation forms part of a complex, both the landlord and the tenant shall have to take the interests of other tenants living in the complex into account at all times.

### MORE THAN ONE TENANT

In the event that the accommodation can accommodate more than one person, and the accommodation has been rented out to more than one person as evidenced by the agreement, paragraphs 1.7, 1.8, 1.9 and 1.10 also apply.

7. The tenants referred to in the preamble of the agreement each have an independent and full right to rent, which they exercise simultaneously with due regard for each other's rights.
8. The rent and corresponding costs are payable once for the aforementioned joint tenancy rights. In the event that the agreement terminates for one or a number of tenants, the full rent and corresponding costs remain payable by the other tenant(s).
9. Each of the tenants is severally liable for the full rent and for all other obligations arising from this agreement and the law for him and the other tenant(s).
10. So as to terminate the agreement for both (all) tenants, notice of termination must be given to or by both of them. In the event that one or a number of tenants give notice of termination, the agreement shall remain in full force for the other tenant(s).



## ARTICLE 2 | AVAILABILITY AND ACCEPTANCE OF THE ACCOMMODATION

### AVAILABILITY

1. On an appropriately agreed date, the landlord shall make the accommodation available to the tenant in a good state of repair and without visible defects.
2. Prior to or upon commencement of the tenancy agreement, the tenant and landlord shall together inspect the accommodation and lay down the following on an inspection list:
  - the state of repair of the accommodation;
  - the term within which any defects, damage or other shortcomings identified shall be remedied by the landlord.
3. Both the tenant and the landlord receive a copy of the inspection list which has been signed by both parties.
4. After any repairs have been carried out, this is recorded in writing, signed by both the tenant and the landlord and attached to the inspection list.

### ACCEPTANCE

5. The tenant declares to accept the accommodation in accordance with the inspection list referred to in paragraph 2 of article 2.

## ARTICLE 3 | RENT AND CORRESPONDING COSTS

### RENT REVIEW

1. The rent can be reviewed by virtue of article 7:246 et seq. of the Netherlands Civil Code, if applicable.
2. If and insofar as article 7:246 et seq. of the Netherlands Civil Code does not apply to the rent review, the landlord shall increase the rent each year with the percentage (index) agreed upon in the tenancy agreement. In the event that the aforementioned leads to an increase of the rent within three months of the agreement being concluded, the tenant is entitled to terminate the tenancy agreement.

## ARTICLE 4 | THE PROVISION OF OBJECTS AND SERVICES BY THE LANDLORD

### SERVICE CHARGES

1. The tenant's payment obligation comprises the rent (payment for use of the accommodation) and an advance payment for the objects and services provided by the landlord for occupancy of the accommodation (service charges).

### ANNUAL REVIEW

2. The landlord can increase the advance payments owed for additional supplies and services as at the start of the month following the month during which the tenant has received the most recent breakdown referred to in paragraph 4.
3. If and insofar as article 7:258 of the Netherlands Civil Code no longer applies to the tenancy agreement and the above leads to an increase of the advance payments owed with regard to the additional supplies and services within three months of the tenancy agreement being concluded, the tenant is entitled to terminate the tenancy agreement.

### SERVICE CHARGES BREAKDOWN

4. Each year, the landlord provides the tenant with an itemised breakdown of all charges made for the additional supplies and services, stating the calculation method. Differences between actual costs incurred and the amounts paid by the tenant by way of advance shall then be settled.

### ADJUSTMENT OF ADVANCE PAYMENT.



5. In the event that the landlord wishes to change one or more of the supplies and/or services that form part of the package agreed upon, or if he wishes to add one or more supplies and/or services to the package agreed upon, or if he wishes to change the calculation method of the payment for one or more supplies and/or services, the tenant shall agree to this in advance, provided that:
  - The interest of the landlord upon the change or addition is such that the tenant cannot in all reasonableness withhold his permission, taking into account the interests of both parties, and
  - the landlord promptly notifies the tenant and (if applicable) the tenants' representative body of the change or addition, and has consulted the tenant and the tenants' representative body, and
  - the change of and/or addition to the package, or the change of the calculation method of one or more payments does not radically deviate from that which has been agreed upon.

#### PERMISSION FROM THE TENANT

6. The tenant shall in any case in all reasonableness not be able to withhold his permission for the change or addition, if:
  - a considerable majority of the tenants in the complex or part of the complex have agreed to the proposed change or addition, and
  - the proposed change or addition can only be realised per complex or relevant part thereof.

#### REVIEW OF ADVANCE PAYMENT

7. In the event that the tenant wishes to change one or more of the supplies and/or services that form part of the package agreed upon, or if he wishes to change and/or add one or more supplies and/or services to the package agreed upon, the landlord shall agree to this in advance, provided that:
  - the interest of the tenant upon the review or addition is such that the landlord cannot in all reasonableness withhold his permission, taking into account the interests of both parties, and
  - the proposed change or addition can only be realised per complex or part thereof, and
  - a considerable majority of the tenants in the complex or part of the complex or relevant part thereof have agreed to the proposed change or addition.
8. In the cases referred to in paragraphs 5 and 7 of this article, the tenant also agrees to any resulting increase in costs and the monthly advance payment thereof, insofar as that increase is reasonable and in accordance with the applicable rules. The increase shall take effect on the first day of the month following the month during which the change or addition took effect. In the event that the aforementioned leads to an increase of the advance payments owed within three months of the agreement being concluded, the tenant is entitled to terminate the tenancy agreement.

#### COMMUNAL FACILITIES

9. Insofar as the costs of additional supplies and services relate to communal facilities for, or are allocated to one or more complexes and/or parts thereof and/or the residential building which the accommodation forms part of, they are apportioned to all tenants of the relevant complexes and/or parts thereof and/or residential buildings in accordance with the requirements of reasonableness.

## ARTICLE 5 | OBLIGATIONS OF THE LANDLORD

#### QUIET ENJOYMENT UNDER THE TENANCY AGREEMENT

1. During the rental period, the landlord shall not disrupt the tenant's quiet enjoyment of the accommodation under the tenancy agreement. The landlord is not liable for third parties actually disrupting the quiet enjoyment under the tenancy agreement.

#### REPAIRS AND MAINTENANCE

2. The landlord shall keep the accommodation in a good state of repair and carry out any necessary repairs and maintenance insofar as they are not the responsibility of the tenant by virtue of the General Tenancy Terms and Conditions.
3. At the request of the tenant, the landlord is obliged to repair faults, unless this is impossible or requires expenses which the landlord cannot in all reasonableness be expected to pay. The landlord does not have to repair any faults that are at the expense of the tenant by virtue of the law and article 8.



#### DAMAGE

4. The landlord is not liable for damage to the accommodation as a result of a fault that has arisen after conclusion of the tenancy agreement and which cannot be attributed to him. Neither is the landlord liable for damage as a result of any changes or additions made to the accommodation by the tenant, or as a result of faults in the changes or additions made by the tenant

#### MAJOR REPAIRS PLAN

5. In the event that the landlord, for compliance with his obligations by virtue of this article, is going to carry out repairs and maintenance on the accommodation within the framework of a large-scale major repairs plan on a complex level, the landlord shall promptly notify the tenant thereof, and he shall consult with the tenant and tenant's organisation.

## ARTICLE 6 | PAYMENT OBLIGATION

#### DIRECT DEBIT MANDATE

1. The tenant shall pay the payable rent and additional charges on or around the first of each month by direct debit. Settlement exclusion
2. During his payment obligation, the tenant shall not invoke settlement, unless the court has authorised him to do so.

## ARTICLE 7 | OBLIGATIONS OF THE TENANT

#### DESIGNATED USE OF THE ACCOMMODATION

1. The accommodation is exclusively and solely intended as residential accommodation for students. The tenant shall use the accommodation as a good tenant in accordance with that designated use, and shall not change the designated use. The tenant is obliged to actually occupy the accommodation himself and treat it as his main residence. The tenant shall at all times observe the instructions (from the landlord and other competent authorities) with regard to the systems and facilities in the accommodation.

#### NUISANCE

2. The tenant shall not cause a hindrance or nuisance to neighbours. The tenant is obliged to ensure that his visitors shall not cause a hindrance or nuisance to neighbours either.

#### SUBLETTING PROHIBITED

3. The tenant is not permitted to sublet the accommodation, to make it available to third parties or to re-let it. Subject to the prior written consent of the landlord, the tenant is entitled to temporarily or partly sublet the accommodation or to make it available to third parties. A request for consent must be submitted in writing, stating the name of the subtenant, the subletting price and the commencement and expiry dates of the sub tenancy agreement. In the event that the tenant has temporarily or partly sublet the accommodation or made it available to third parties without the landlord's consent, the onus of proof that the tenant has uninterruptedly treated the accommodation as his main resident rests with the tenant. In the event of unauthorised subletting, the tenant shall pay all income obtained through this subletting to the landlord.

#### COMPLEX

4. In the event that the accommodation forms part of a complex with areas and grounds with regard to which the tenant has no exclusive right of use, he shall ensure that these areas and grounds are not contaminated and he shall furthermore ensure that they are used in accordance with their designated use. The tenant is not permitted to store vehicles, prams, bicycles and other objects in areas other than the designated areas, or to hang bed linen, laundry etc. on the outside of the building, other than beating or hanging it out within the balcony's perimeter.
5. In the event that the complex which the accommodation forms part of has a communal car park area, the tenant may only use that car park area to park passenger cars and/or motor cycles. The tenant is not permitted to use this



car park area to store caravans, scrap cars and/or goods of whatever nature. The tenant shall not store cars, motor cycles, mopeds, bicycles and other goods outside the designated areas. With a view to correct compliance with the fire regulations, the landlord is - after having sent a written warning - at all times entitled to (instruct someone to) remove bicycles and other obstacles from the galleries, communal areas or other areas where these objects should not be stored by virtue of these general terms and conditions. The landlord does not accept any risk for the consequences thereof. The costs incurred for removing any objects shall be at the expense of the tenant.

#### CLEAN CONDITION

6. The tenant is obliged to keep the accommodation - including any communal areas - clean at all times.

#### ABSOLUTE BAN ON DRUGS

7. The tenant is not permitted to grow cannabis or any other plants in the accommodation, whatever the quantity, which are prohibited by virtue of the Opium Act, or to deal in drugs (such as soft drugs, hard drugs and amphetamines) in or near the accommodation or to let others deal in such drugs. The tenant is also not permitted to do anything in or near the accommodation that is punishable by virtue of the Opium Act. Upon discovery of such activities, the subdistrictcourt shall be asked to terminate the tenancy agreement.

#### FIRE REGULATIONS

8. On the landlords' demand, the tenant shall ensure compliance with fire regulations for both the accommodation and the corresponding general areas of the accommodation. The tenant shall be notified of this in writing. He is expected to act within a reasonable term, in accordance with the regulations. When the required action is not taken, the landlord shall ensure that this action is taken, and the costs incurred shall be at the expense of the tenant.

#### GARDEN FURNITURE

9. The tenant may only place furniture on his balcony and/or courtyard if it has been made and is suitable for outdoor use. The tenant shall remove all other items shall on the landlords' demand, failing which the landlord shall remove them at the expense of the tenant.

#### PETS

10. The tenant is not permitted to keep pets in or near the accommodation which may cause a nuisance on account of their size, behaviour, qualities and/or numbers. The tenant shall not let pets loose on the galleries, in stairwells and/or other communal areas, courtyards and/or gardens. Following a first warning by the landlord, the tenant must ensure to put a stop to the nuisance.

#### NO TRADE OR BUSINESS

11. The tenant is not permitted to (let others) follow a trade or run a business in any part of the accommodation.

## ARTICLE 8 | TENANT'S OBLIGATIONS TO MAINTAIN, REPAIR AND REPLACE

#### MINOR REPAIRS

1. 1. The tenant is obliged to carry out minor repairs as referred to in article 7:217 of the Netherlands Civil Code. Minor repairs include:
  - the repairs to be carried out by the tenant on a regular basis under normal use, and which can and may be carried out by an averagely handy tenant without incurring considerable costs, requiring no specialist knowledge and which can be carried out in areas which the tenant can reach by means general customary and common equipment and tools, even if the repairs are required on account of something that cannot be attributed to the tenant, such as normal wear and tear;
  - all repairs earmarked as minor repairs by order in council (Minor Repairs (Tenant's Liability) Decree as referred to in article 7:420 of the Netherlands Civil Code).



#### MINOR REPAIRS INCLUDE, WITHOUT LIMITATION:

- whitewashing, distempering, papering and painting the interior;
  - replacing broken or damaged window panes indoors/outdoors, and mirrors;
  - the usual maintenance of and minor repairs to hinges and locks, switches, power points, doorbell, etc.;
  - unblocking toilets, fitted washbasins, sinks, sewers, drains, rubbish chutes, etc.;
  - sweeping the chimney;
  - cleaning the communal areas;
  - cleaning the gutters;
  - laying out and maintaining the private garden;
  - maintaining the communal parks and gardens;
  - maintaining taps and preparing water pipes in the event of frost;
  - controlling vermin, insofar the presence of vermin is not a result of the constructional condition of the residential accommodation;
  - regularly removing litter;
  - removing graffiti;
  - all other maintenance and repair work that is the responsibility of the tenant according to local custom.
2. The tenant shall carry out the work mentioned in paragraph 1 professionally - if and insofar it has not been agreed that they shall be carried out by the landlord against payment - and observe the relevant regulations and instructions from appropriately competent authorities.

#### REPAIRS TO SYSTEMS

3. Repairs to central heating systems, hot water systems and electrical systems, insofar as they form part of the tenancy agreement can only be carried out by or on behalf of the landlord.

#### COMMUNAL ARRANGEMENT

4. The landlord is entitled to make a communal arrangement for the work outlined in paragraph 1, e.g. in the form of group insurance or participation in a so-called fund. In that case, the tenant is obliged to make the relevant periodic contributions. The landlord shall include these contributions in the service charges. Insofar as a communal arrangement has been made, the work in question shall be carried out by or on behalf of the landlord. Appendix 1 gives an overview of the work for which an arrangement has been made in the form of group insurance or participation in the tenants' maintenance fund.

#### PREVENTING DAMAGE

5. The provisions above are without prejudice to all parties' obligation to take those measures that must be taken as a result of intent, a wrongful act, negligence or improper use by that party or persons whom he/she is responsible for.
6. The tenant is obliged to take the necessary measures to prevent damage to the accommodation, particularly in the event of fire, storm, floods and frost. The tenant is obliged to immediately notify the landlord of damage due to whatever event, imminent damage, as well as defects to the accommodation. If the tenant fails to do so, the resulting damage both to the accommodation and third-party property shall be at the expense of the tenant.

## ARTICLE 9 | THE TENANT'S LIABILITY AND HIS DUTY TO PROVIDE INFORMATION

#### TENANT'S LIABILITY

1. The tenant is liable for any damage to the accommodation, caused by his attributable failing to fulfil any obligation arising from the tenancy agreement.

#### DAMAGE CAUSED BY RESIDENTIAL COMMUNITIES

2. Like the other tenants, the tenant is severally liable for all damage to the area(s) for common use - which occurred during the rental period - caused by his attributable failing to fulfil any obligation arising from the tenancy agreement.



However, if the person who caused the damage can be traced, the landlord must recover the costs from that person. The tenant indemnifies the landlord against any claims by third parties in this matter.

#### THE TENANT'S OBLIGATION TO PROVIDE INFORMATION

3. When the tenant discovers faults to the accommodation or if damage to the accommodation is imminent, or if third parties disrupt the tenant's quiet enjoyment under the tenancy agreement or allege to have any right to the accommodation, the tenant must immediately notify the landlord of that fact, failing which the tenant is obliged to compensate the landlord for the damage that has occurred as a result of his negligence.

## ARTICLE 10 | MAINTENANCE AND REPAIRS BY THE LANDLORD

#### ACCESS TO THE ACCOMMODATION

1. At the landlord's request, the tenant shall give the former the opportunity to check the accommodation for technical and other faults.
2. The tenant shall give his permission for all urgent work on the accommodation or adjacent residences, as well as the central facilities thereof.
3. The tenant shall grant persons whom the landlord has charged with making inspection visits or carrying out work access to the accommodation after they have identified themselves.

#### URGENT WORK OR RENOVATIONS

4. The tenant is not entitled to a reduction in the rent or compensation as a result of the urgent work or renovations being carried out.
5. In the event that the landlord wishes to fully or partially renovate the complex which the accommodation forms part of, he shall send the tenant a written proposal to that end. This proposal is expected to be reasonable, when 70% of the tenants of the complex or more have agreed to it. In the event that the tenant has not agreed to the proposal and if he fails to demand a decision from the courts about the reasonableness of the proposal within eight weeks of the landlord's written notification that 70% of the tenants or more have agreed to the proposal, the tenant is bound by that proposal. In that case, the tenant is obliged to fully cooperate in the execution of the work.
6. Said work takes place on weekdays, with the possible exception of urgent matters, following prior notification of the exact time.

## ARTICLE 11 | ALTERATIONS MADE BY THE LANDLORD

#### ALTERATIONS AND ADDITIONS

1. During the rental period, the landlord shall not alter the appearance and/or furnishings and fittings of the accommodation without the prior written consent of the tenant.
2. Alterations as referred to in this article are taken to mean alterations and/or modifications that substantially affect the potential use of the accommodation, and/or house improvements. Alterations to the accommodation that only relate to a different type of material used during maintenance or repairs are not regarded as alterations within the meaning of this article.
3. The tenant shall in any case in all reasonableness not be able to withhold his permission regarding the alteration, if:
  - a considerable majority of the tenants in the complex or part of that complex have agreed to the proposed alteration, and
  - the proposed alteration can only be realised per complex or relevant part thereof, and
  - the landlord promptly notifies the tenant and (if applicable) the tenants' representative body of the intended alteration, and has consulted the tenant and the tenants' representative body about this, and
  - the interest of the landlord upon realisation of the alteration is such that the tenant cannot in all reasonableness withhold his permission for the intended alteration, taking into account the interests of both parties. The interest of the landlord referred to in the previous sentence is also taken to mean the landlord's entitlement to receive financial support from the government to make the intended alteration. If the alteration considerably deviates from that which has been agreed upon, the tenant is entitled to terminate the agreement.





#### RENT INCREASES

4. The tenant also agrees to any rent increase as a result of the alteration, insofar as that rent increase is reasonable and in line with the appropriate statutory provisions applicable. The rent increase shall take effect on the first day of the month following the month during which the alteration was made. In the event that the aforementioned leads to an increase of the rent within three months of the agreement being concluded, the tenant is entitled to terminate the tenancy agreement.

## ARTICLE 12 | TENANT'S SELF-ACTIVATION

#### LANDLORD'S CONSENT

1. The tenant must ask the landlord for his written consent for alterations to the accommodation.
2. The landlord shall only refuse the consent referred to in the previous paragraph insofar as it concerns alterations to the interior of the residence, if the intended alteration:
  - harms the interests of the landlord, including the interests of house hunters and future tenants to be represented by the landlord;
  - violates any statutory provisions, including any provision of an appropriately competent authority or institution; - is wrongful vis-à-vis third parties;
  - leads to a drop in value of the residence.
3. When no consent is granted, the landlord shall notify the tenant of his decision in writing, stating the reasons.
4. The landlord can attach conditions to any consent to be granted with regard to the construction and materials to be applied, the method of execution, maintenance, insurance, taxes and charges, liabilities, delivery upon termination of the tenancy agreement, etc.

#### REMOVAL OF ALTERATIONS

5. Upon termination of the tenancy agreement, the tenant is obliged to remove any alterations he has made with the consent of the landlord, unless the landlord explicitly excludes that removal when granting his consent. Alterations made without consent, shall be removed by the tenant on the landlord's demand.

#### PERSONAL EXPENSE AND RISK

6. Any alterations to the accommodation are at the tenant's full personal expense and risk. Obligation to maintain and repair.
7. The tenant is obliged to maintain and repair any alterations he has made, unless otherwise agreed upon by the parties.

## ARTICLE 13 | TERMINATION OF THE AGREEMENT

#### TERMINATION BY THE TENANT

1. The tenant may terminate the tenancy agreement by means of a notice of termination, subject to a notice period of thirty days. Notice of termination must be given by registered letter or bailiff's notification, or an ordinary letter to be confirmed by the landlord in writing within fourteen days of receipt.
2. The landlord may terminate the tenancy agreement from the first of the month, by registered letter or bailiff's notification. That notification shall contain the reasons for terminating the agreement. The notice period to be observed by the landlord is three months, which term shall be extended by a month for each year the agreement has run, subject to a maximum of six months.

#### TERMINATION BY THE LANDLORD

3. The landlord can give notice of termination when for instance the tenant fails to comply with a written request from the landlord - which he can make on an annual basis - to submit a copy of proof of registration at an institution, university or college referred to in article 1.2 regarding the current academic year within a period of three months.



4. The landlord shall not terminate the tenancy agreement by notice of termination, unless the tenant declares to agree to the termination in writing within six weeks, or if the court has set the date on which the agreement shall end on the landlord's demand.
5. The tenant and landlord can terminate the agreement with mutual consent at all times at a date to be determined by them.

## ARTICLE 14 | DELIVERY

### GOOD CONDITION

1. At the end of the tenancy agreement, the tenant shall deliver the accommodation to the landlord in a good condition and fully vacated.
2. The accommodation is deemed to be in a good condition when the accommodation is delivered to the landlord at the end of the tenancy agreement and if it becomes evident that:
  - the tenant has fulfilled his obligations regarding repairs and maintenance referred to in article 8;
  - the tenant has observed the delivery standards listed in the appendix to these tenancy terms and conditions
  - the tenant has repaired all damage to the accommodation for which he is liable by virtue of article 9;
  - alterations as referred to in article 12 have been removed, if and insofar as the landlord has demanded removal with due observance of the provisions in paragraph 5 of that article.
  - the alterations made by the tenant and which need not be removed are in a good state of repair.

### HANDING IN OF KEYS

3. The tenant shall hand in the keys to the landlord on the day on which the former vacates the accommodation. When the landlord fails to receive the keys in time, the landlord shall be entitled to gain access to the accommodation at the expense of the tenant, and the tenant is obliged to compensate all losses suffered by the landlord which are the result of the attributable shortcoming of the tenant, which at least includes compensation that is equal to the rent and the other payment obligations missed out on by the landlord.

### OBJECTS LEFT BEHIND

4. If at the end of the tenancy agreement, the tenant leaves any objects behind in the accommodation, the tenant is expected to have conceded ownership of those objects and the landlord is entitled to make use of those objects as if they were his, without the landlord being accountable for that to the tenant and without the landlord being obliged to retain them. The landlord is entitled to remove all of these objects at the expense of the tenant. The landlord is not liable for any damage to or loss of these objects.

## ARTICLE 15 | INSPECTION

1. Before the end of the tenancy agreement, the tenant and landlord shall inspect the accommodation together and prepare a report stating which repair work is required - at the expense of the tenant - in order to restore the good condition of the accommodation. The landlord provides the tenant with a statement of the estimated repair costs.
2. Both the tenant and the landlord receive a copy of the inspection report which has been signed by both parties.
3. The landlord shall enable the tenant to carry out such work listed in the inspection report within a reasonable term set by the landlord.
4. In the event that the tenant fails to return the accommodation to a good condition within the set term yet no later than the delivery referred to in article 14, paragraph 3, he is in default by operation of law, and the landlord is entitled to carry out the repair work outlined in the inspection report without any notice of default being required, and to charge the tenant for the relevant costs, without prejudice to the landlord's right to compensation for the losses arising from not being able to make use of the accommodation in time. These losses are deemed to be equal to at least the most recent monthly rent for each month or part thereof that the landlord can not make free use of the accommodation.



## **ARTICLE 16 | BREACH OF CONTRACT BY THE TENANT AND LANDLORD**

### EXTRAJUDICIAL COSTS

1. If either party fails to fulfil any of its obligations arising from the law and/or the tenancy agreement, and if the other party is forced to take judicial and/or extrajudicial measures as a result of that, all costs arising from that shall be at the expense of the party that is in breach of contract.
2. The extrajudicial collection costs to be paid by one party to the other by virtue of this article are payable when one party refers its claim against the other. These costs amount to at least 15% of the referred claim, subject to a minimum of € 25.00 plus the prevailing VAT percentage.

## **ARTICLE 17 | PARTICIPATION AND CONSULTATION**

### TENANTS' REPRESENTATIVE BODY

1. The landlord shall enable the tenant to express his views on policy and management matters that are of major interest to the tenant, which matters have been laid down in the prevailing participation agreement with tenants' representative bodies.
2. The landlord shall submit any plans relating to major repairs, home improvements or changes to additional supplies and services to the tenant as soon and as completely as possible, and work them out in mutual consultation.

## **ARTICLE 18 | OTHER PROVISIONS**

1. Any part of the agreement or these general tenancy terms and conditions being voidable shall be without prejudice to the validity of the other articles. In that case, the avoided or null and void part shall, as agreed, be replaced by that which legally most closely reflects that which the parties would have agreed upon if they had known of the nullity or voidability.



## THE REQUIREMENTS WHICH A RESIDENCE MUST COMPLY WITH UPON VACATION

When vacating a residence, it is wise to know about Acasa's expectations of the state of delivery of the residence. The basic principle upon vacating is that the parties respect the obligations arising from the tenancy agreement. Our members of staff shall take note of the following, among other things:

- The walls must be returned to their original condition (i.e. prepared for wallpapering).
- The keys to cabinets and internal doors must be in the locks; locks, escutcheons and door handles that have become stuck due to paint, deviant and non-matching door handles are not accepted.
- Every door and every window frame must be clean, level, smooth and painted in a single colour; i.e. no stickers, self-adhesive plastic, cladding and damage. Wood-pattern doors, whether painted or covered, are not accepted.
- The window panes in the fan lights and doors must be clean and free of paint.
- The window frames should not have been affected by drilling or sawing and nothing can be fitted to the window frames.
- Doors that were removed during occupation must be replaced.
- Doors cannot be painted over on the corridor side.
- The room numbers must be correct and visible at all times.
- All carpets must be removed from all rooms, corridors and stairs (i.e. the substrate has been prepared for carpeting).
- Sheds, fences, gates and other structures or buildings in the grounds must be removed, including their foundations.
- Electrical switches and power points for cable TV and telephone connections must be complete and securely fitted and free of paint or distemper.
- Poor interior paintwork must be corrected; runs in interior paintwork are not accepted.
- Stickers on tiles, walls, doors and windows must be removed.
- The filling hose, radiator key, filling key and manual of the central heating system must be left in the residence.
- All rubbish and dirt must be removed.
- Wall-mounted gas heaters must be removed; holes in facades and walls or roof must be repaired professionally.
- Gas pipes must be fitted with approved taps and/or plugs.
- The residence must be swept clean, the sanitary fittings, kitchen and shower must be clean and the sanitary fittings must be damage-free.
- Paving must at least consist of the standard amount of paving stones, which must be laid in such a way that it is possible to achieve a general pace from the residence in a normal way.
- The kitchen unit, kitchen cabinets and kitchen worktop should not be dented, scratched or painted.
- The garden should be well kept.
- Plants and trees that cause damage to the accommodation or impair the enjoyment of the property by third parties are not accepted. This may include ivy, tree branches that hang over the plot's boundaries or damage the accommodation.
- Fences and hedges on the boundary partition which have been erected or planted together with the neighbours must be in a good state of repair / well kept.

## TRANSFER OF OBJECTS

In certain cases, objects can be transferred to the new tenant. This is the responsibility of the former tenant. The transfer must be recorded in writing by the former and new tenant at all times. The appropriate form must be held by Acasa when the final inspection is made. Objects that violate any statutory provision or the Acasa regulations cannot be transferred. Acasa accepts no liability for transferred objects. Objects that are damaged or dirty cannot be transferred.

## DAMAGE OBSERVED UPON PRACTICAL DELIVERY

If, based on the delivery standards, any particulars are observed upon practical delivery, the resident has until the final delivery to deal with those particulars. If the particulars have not been dealt with upon final delivery, or if new faults are observed, they shall be dealt with by Acasa. The corresponding costs shall be set off against the final bill.



## **DE VESTE (brandname of Vechtdal Wonen)**

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### VISITING ADDRESS

De Hems 16 – 88/89, 7522 NL Enschede, the Netherlands

### OFFICE OPENING HOURS

Monday to Thursday: 12 AM – 2 PM

Friday: 8 AM – 9 AM

### POSTAL ADDRESS

Postbus 132, 7730 AC Ommen, the Netherlands

