



# An explanation of some of the terms used in these conditions

## **Lessor**

Stichting Wold & Waard Woonservice, with its registered offices and principal place of business in Leek.

## **Tenant**

The natural person or persons with whom the lessor has concluded a tenancy agreement for self-contained accommodation.

## **Self-contained accommodation**

Self-contained accommodation: accommodation with its own entrance, which can be occupied by the tenant without being dependent on material facilities (kitchen, bathroom and toilet) outside of the accommodation.

## **The rented property**

The rented home, including any appurtenances, and the shared use of any communal areas.

## **Communal areas**

Areas such as stairways, basements, attics, garages, storerooms, external walkways, gardens, courtyards, atriums, recreational areas, shared living rooms, to the extent that the tenant shares or can share the use of these areas with other tenants or users.

## **Co-tenant**

The natural person as provided for in Book 7, Sections 266 and 267 of the Dutch Civil Code (Burgerlijk wetboek).

# General tenancy conditions for self-contained accommodation

## The scope of application of these conditions

### Article 1

These General Tenancy Conditions form an integral part of the tenancy agreement to which they have been declared applicable. If the provisions of the tenancy agreement differ from those of the General Tenancy Conditions, the provisions of the tenancy agreement will take precedence.

## More than one tenant

### Article 2

2.1.

The tenants named in the preamble to the agreement each have an independent and full right of tenancy, which they will exercise with due respect for each other's rights.

2.2.

Each of the tenants is jointly and severally liable for the entire amount of the rent and all other obligations applicable to them and the other tenants under this agreement and the law.

2.3.

The rent and the service charges are payable singly for the shared tenancy rights set out above. If the agreement ends in respect of one or more tenants, the other tenant or tenants will remain liable for the payment of the full rent and service charges.

2.4.

The agreement can be terminated in respect of both (or all) tenants only if individually terminated in respect of or by each of them. If the agreement is terminated in respect of or by one or a number of them, it will continue unchanged in respect of the other tenant or tenants.

2.5.

If the lessor is obliged under a statutory or contractual provision to provide the tenant with a certain service or delivery, compliance in respect of one of the tenants named in the preamble to the tenancy agreement will absolve the lessor of his obligation.

## The release and acceptance of the rented property

### Article 3

3.1.

The lessor will release the rented property on the commencement date of the tenancy agreement, provided that this is a working day.

3.2.

A description of the rented property will be drawn up between the tenant and the lessor prior to or on commencement of the tenancy agreement. The tenant and the lessor will receive a copy of this description, signed by each of them.

## Service charges

### Article 4

4.1.

The tenant will pay a monthly advance for service charges. The lessor will issue the tenant with an annual statement of the service charges billed during the calendar year in question.

Differences between the costs incurred and the service charges paid by the tenant as an advance will be set off by the lessor with the tenant unless the amount in question is a payment for a fund instituted by the lessor. The advance paid by the tenant in relation to these funds will be placed on par with the final settlement; for that

# General tenancy conditions for self-contained accommodation

reason there will be no set-off.

4.2.  
The monthly advance payable by the tenant to the lessor, in the absence of any further agreement made between the parties, will only be increased with effect from the first month following the month in which the statement provided for in the first paragraph of this article is issued.

4.3.  
The tenant will be bound to a change to the delivery of goods or services and the advance charged accordingly if the change relates to goods and services that can only be delivered to a number of tenants and to which at least 70% of the tenants have expressed their agreement. Tenants who have not agreed to the change have the right to seek a court ruling on whether the proposal is reasonable within eight weeks of the lessor's notification that agreement has been reached with at least 70% of the tenants.

4.4.  
If a minimum of 70% has not been achieved, the tenant will also be bound to a change to the delivery of goods or services or a change to method used to calculate the delivered goods or services and the accompanying changed advance amount if:

1. the lessor's interest in the change is such that - reasonably taking the interests of both parties into account - his agreement cannot be withheld, and
2. the lessor has informed the tenant of the change in a timely manner and has held consultation with the tenant, the residents' committee (if applicable) and, if necessary, the tenants' organisation.

## The lessor's general obligations

### Article 5

The Lessor is obliged on the request of the tenant to remedy any defects in the rented property unless this is impossible or will require an outlay which, in view of the circumstances, the lessor cannot be reasonably required to provide, or in cases where the remedy is for the tenant's account in accordance with the law, this tenancy agreement or generally accepted practice.

## The tenant's general obligations

### Article 6

6.1.  
The tenant will pay the rent for the rented property in full in advance, prior to the first of the month, by depositing or transferring the payable amount to the lessor's bank account.  
From the first day of the month onwards the tenant will be in default for that month's payment and will be liable for the payment of statutory interest.

6.2.  
The tenant will not claim any set-off against the payment of rent other than as provided for in Book 7, Section 206 (3) of the Dutch Civil Code. When meeting the payment obligation the tenant will not claim any set-off unless he is authorised to do so by a court of law or is legally empowered to apply a set-off.

The tenant will issue the lessor with written notice of default before applying any set-off as provided for in Book 7, Section 206 (3) of the Dutch Civil Code.

If the lessor fails to remedy the defect, the tenant will have the right to remedy the defect himself and to recover the costs thus incurred - provided that they are reasonable - from the lessor, if necessary by deducting the amount in question from the rent. This cannot be departed from to the detriment of the tenant.

6.3.  
The tenant will use and maintain the rented property in a manner befitting a good tenant. Violation of the statutory regulations or local by-laws will be deemed to be contrary to the provisions of the tenancy

## General tenancy conditions for self-contained accommodation

agreement. This may give the lessor good cause to prematurely terminate the tenancy agreement. Activities prohibited under the Dutch Opium Act (Opiumwet) will in all cases lead to the tenancy agreement being prematurely terminated.

6.4.

The tenant will use the rented property, including all of its appurtenances and any communal areas, in accordance with their intended purpose and will not alter this intended purpose. The tenant is not permitted without the prior written consent of the lessor to pursue commercial activities in the rented property, parts of the rented property or in the communal areas.

Communal areas are defined as areas such as (but not limited to) stairways, lifts, basements, attics, garages, storerooms, external walkways, gardens, courtyards, to the extent that the tenant shares the use of these areas with other tenants or users.

6.5.

The tenant will actually occupy the rented property during the tenancy period and will actually use the accommodation for himself and the members of his household. The tenant will use the rented property as his exclusive principal place of residence. If the tenant does not actually occupy the rented property or sublets the rented property in full or in part without the consent of the lessor, or rents it out or makes it available for use by third-parties, the burden of proof that the tenant has retained the uninterrupted use of the rented property as his principal place of residence will be borne entirely by the tenant.

In the case of unauthorised subletting, the tenant will also be required to pay all income received through subletting to the lessor. The tenant will also be liable for an immediately payable penalty of € 2,500.00 with the addition of € 50.00 for each day that the violation continues.

6.6.

The tenant will ensure that no nuisance or hindrance is caused to nearby residents by the tenant, household members, domestic animals or third parties in, around or in the direct vicinity of the rented property or in the communal areas for reasons to do with the tenant.

This includes but is not limited to: nuisance caused by prostitution, drugs or excessive alcohol consumption in or outside of the rented property.

The tenant must also act in a manner befitting a good tenant in respect of employees of the lessor and/or third parties hired by the lessor. Physical or verbal violence, aggression or other misconduct will result in appropriate measures (legal or otherwise) being taken against the tenant, which could lead to the tenancy agreement being terminated.

6.7.

The tenant is not permitted to grow, dry or cut cannabis in the rented property (or have this done by others) or to pursue other activities (or have them pursued by others) prohibited under the Dutch Opium Act. In the event of this prohibition being violated the tenant will be liable for an immediately payable penalty of € 2,500.00 with the addition of € 50.00 for each day that the violation continues.

6.8.

Without the prior written permission of the lessor the tenant is not permitted to place or to have any edifices, wooden structures, fences, shelves, vehicles, sand or materials of any nature whatsoever on the whole of the property. Nor is the tenant permitted to go onto the roof of the rented property.

6.9.

The tenant is not permitted to keep any animals other than the usual domestic animals in the rented property: livestock and poultry are specifically prohibited.

## General tenancy conditions for self-contained accommodation

6.10.

The tenant will properly furnish the rented property. Apartments must be fitted with a floor covering that provides sufficient noise damping.

6.11.

The tenant is obliged to take the necessary measures to prevent damage being caused to the rented property, especially resulting from fire, storm, flooding and freezing conditions. The tenant should report damage or imminent damage, irrespective of the cause, and defects in the rented property, to the lessor without delay. If the tenant fails to act in conformity with the above, the damage thus caused to the rented property and to property of third parties will be for the tenant's account.

6.12.

The tenant will grant the lessor access to the rented property to enable the lessor to monitor the tenant's compliance with his obligations under these General Tenancy Conditions and (if applicable) to carry out work or to take meter readings and so on. The lessor is also defined as: persons designated by or on behalf of the lessor.

6.13.

If the tenant's right to tenancy ends as a result of divorce or legal separation, the tenant will be obliged to notify the lessor in writing of the termination of his right to tenancy as soon as the legal ruling stipulating this becomes final and conclusive. For as long as the tenant has not made this notification, he will remain liable to the lessor for compliance with all of the obligations under this tenancy agreement. The above will also apply to the termination of a registered partnership.

If the co-tenant continues the tenancy agreement as the tenant, he will be obliged to notify the lessor of this in writing without delay.

### Repairs to be carried out by the tenant

#### Article 7

7.1.

The minor repairs described in the information leaflet accompanying the Maintenance chapter are for the tenant's account.

The tenant will carry out this work expertly and will act in conformity with the rules and instructions of the relevant competent authorities unless it has been agreed between the tenant and the lessor that this work will be carried out by the lessor in return for payment, whether on the basis of a service or otherwise.

### The lessor's performance of urgent work and renovations

#### Article 8

8.1.

The tenant will allow all urgent work on the rented property or adjoining homes and on the central amenities to be carried out.

8.2.

The tenant will not have any right to a reduction of the rent or compensation as a result of urgent work or renovations being carried out.

8.3

If the lessor wishes to renovate all or some of the complex of which the rented property forms part he will make a written proposal to the tenant to that effect. The proposal will be deemed to be reasonable if 70% or more of the tenants of the complex agree to this proposal. If the tenant has not approved the proposal, and has also not petitioned the court for a decision on the reasonableness of the proposal within eight (8) weeks of the lessor's written notification that 70% or more of the tenants have approved the proposal, he will be

# General tenancy conditions for self-contained accommodation

bound to accept the proposal. The tenant will in that case be obliged to cooperate in full with the performance of the work.

8.4

The work referred to above will be carried out following prior announcement of the time on working days, but notwithstanding urgent cases.

## Garden maintenance and boundary

### Article 9

9.1

The tenant is obliged to use his front and back garden as an ornamental garden and to maintain it in such a way that - in the judgement of the lessor - it gives a neat and tidy impression and will refrain from planting any trees, shrubs or other greenery that could cause nuisance to third parties.

If the tenant wishes to pave part of the garden, the tenant will be obliged to arrange the drainage in such a way that the water does not flow on to the property of others. Drainage to the public road is permitted if not prohibited by law or local by-law.

9.2

The tenant is not permitted to use the garden or the other rented outside area or areas for the storage and/or stalling of vehicles or boats, caravans, trailers, merchandise, waste or hazardous or environmentally harmful substances or any other goods of any nature whatsoever.

9.3

If and to the extent that the lessor or his representative has not built any fencing or partition for the front and back garden, the tenant is authorised to do this with due observance of the provisions of the fourth and fifth paragraphs of this article.

9.4

The fencing or partition at the front and side of the front garden may consist exclusively of a trellis or fence or a hedge with a maximum height of 1 metre.

9.5

The fencing or partition at the back and side of the back garden may consist exclusively of a trellis or fence or a hedge with a maximum height of 1.80 metres.

## Alterations and additions carried out by the tenant (self-made improvements)

### Article 10

10.1

The tenant is permitted to carry out alterations and additions that can be reversed without any significant costs to the interior of the rented property other than alterations that could cause danger, nuisance or hindrance to the lessor or third parties. The tenant requires the written consent of the lessor for other alterations and additions.

10.2

The lessor can attach conditions to his consent, relating to aspects including:

- the nature and quality of the materials to be used;
- the prevention of damage to the structure of the rented property or the building;
- governmental regulations (including building regulations);
- the maintenance of the alteration;
- additional measures to prevent nuisance to third parties;
- insurance, tax and liability.

The lessor will indicate when granting consent whether the alteration or addition is to be reversed by the

# General tenancy conditions for self-contained accommodation

tenant when the tenancy agreement ends.

10.3

All alterations made without the required consent or contrary to the lessor's conditions must be reversed by the tenant on the lessor's first request to that effect.

10.4

The tenant is obliged to maintain, remedy defects in and carry out repairs on the self-made improvements taken over by the tenant.

10.5

The tenant is liable for damage caused by an alteration or addition made or taken over by the tenant. The tenant indemnifies the lessor against the claims of third parties for damage caused by alterations and additions made to the rented property by the tenant.

10.6

The tenant will be obliged on the first request of the lessor to remove at his own expense alterations or additions that he has made himself (or taken over) if this is necessary for the performance of urgent work or renovation work by the lessor.

## Termination of the tenancy agreement

### Article 11

11.1

The tenancy agreement must be terminated in writing.

11.2

The tenancy agreement can be terminated by the tenant under any grounds, on any day of a calendar month other than a Saturday, Sunday or public holiday, in which case termination must be stipulated on the following working day. The tenant will observe a minimum notice period of one and a maximum notice period of three months.

11.3

The lessor will observe a minimum notice period of three months to terminate the tenancy agreement. This term will be extended by one month for each consecutive year that the tenant has occupied the rented property, up to a maximum of six months.

11.4

The lessor may terminate the tenancy agreement only on one or more of the grounds provided for in the Dutch Civil Code.

11.5

If the lessor wishes to let or sell the rented property following the end of the tenancy period, the tenant will be obliged to provide the opportunity for viewings.

## The transfer of the rented property at the end of the tenancy period

### Article 12

12.1

At the end of the tenancy period the tenant will be obliged to transfer the rented property in completely vacated and clean state to the lessor and to hand over all of the keys. The rented property must be in the same condition as laid down in the description received by the tenant on commencement of the tenancy agreement, other than with regard to normal wear and tear, which is for the lessor's account. The provisions of the third paragraph of this article are applicable to alterations and additions made to the rented property by the tenant.

## General tenancy conditions for self-contained accommodation

### 12.2

The tenant and the lessor will jointly inspect the rented property prior to the end of the tenancy agreement. The tenant will give the lessor the opportunity to do this.

On that occasion or those occasions an inspection report will be drawn up, laying down which repairs are to be carried out by or on behalf of the tenant prior to the end of the tenancy agreement, and the estimated repair costs. Both parties will be given a copy of the inspection report.

### 12.3

The following rules will apply to alterations and additions made to the rented property by the tenant with or without consent during the tenancy period:

- a. alterations that can be reversed without significant costs must be removed by the tenant at the end of the tenancy period. This includes (among other things) mirrors, slats, sun blinds and so on;
- b. the lessor can require the tenant to reverse alterations and additions made without consent or which are not in keeping with the conditions of article 10.2;
- c. the tenant is obliged to reverse alterations and additions at the end of the tenancy period if the lessor has stipulated this in writing when granting consent;
- d. the tenant has the right to reverse alterations and additions that he has made provided that he restores the rented property to the condition in which it was found in accordance with article 3.2 on commencement of the tenancy period unless the lessor has made a written stipulation to the contrary when granting consent.

### 12.4

If the tenant fails to meet his obligations to repair, completely vacate and (if applicable) reverse any alterations or additions made, the lessor will have the right to carry out all necessary work resulting from this at the tenant's expense (or have it carried out by others), and the tenant agrees now for then to pay these costs. The tenant will also be liable for other damage caused by his negligence.

### 12.5

If the tenant has left goods behind in the rented property at end of the tenancy period, the lessor will be empowered to remove those goods without having any obligation to store them. All of the costs involved in removing those goods will be for the tenant's account.

The provisions of this paragraph are not applicable to moveable property that the tenant has transferred to the next tenant, provided that the lessor has been informed of this transfer in writing.

## The liability of the tenant and the lessor

### Article 13

#### 13.1

The tenant is liable for the damage caused to the rented property (including its exterior) during the tenancy period, owing to his failure to comply with an obligation under the tenancy agreement. All damage, with the exception of fire damage, will be presumed to have been thus caused.

The tenant is similarly liable to the lessor for his own behaviour and that of those who use the rented property or who are present in it through the agency of the tenant.

#### 13.2

The lessor cannot be held liable for damage caused to the person or property of the tenant and/or his household members caused by storm, freezing conditions, lightning strike, heavy snowfall, flooding, a rise or fall in the groundwater level, atomic reactions, armed conflicts, civil wars, riots, civil unrest, acts of war or other contingencies.

# General tenancy conditions for self-contained accommodation

## Default on the part of the tenant and lessor

### Article 14

#### 14.1

If one of the parties fails to meet any obligation to which he is subject by law or the tenancy agreement as a result of which the other party is forced to take legal or extrajudicial measures, all of the costs resulting from this will be for the other party's account.

#### 14.2

If one of the parties fails to pay an amount payable under the agreement or as agreed for any other reason or to pay that amount in full and on the due date, that party will be held immediately in default with effect from the due date and this party will be liable for the payment of statutory interests from that date onwards.

Furthermore, if the defaulting party is a natural person and is not acting in the pursuance of a profession or business, that party will be liable for the payment of reasonable debt collection costs with due observance of the provisions of Section 6:96, paragraphs 2 to 6 of the Dutch Civil Code. The amount of the payable debt collection costs will be calculated in accordance with Section 2 of the Dutch Extrajudicial Collection Costs (Fees) Decree, and at least the minimum sum of € 40 stipulated therein will be payable.

If the defaulting party is not a natural person, that party will be liable, as soon as the default begins, for payment of the extrajudicial collection costs, amounting to 15% of the payable principal amount with a minimum of € 75.00

## Tax and other levies

### Article 15

Unless prohibited by law or legal regulation, the tenant will be liable for the following payments, even if they are charged to the lessor:

- the waste collection levy and the water authority charges where these charges relate to the actual use of the rented property and the actual shared use of the communal areas;
- other existing or future taxes, municipal taxes on encroachments on or above public land, charges, levies, fees relating to the rented property and/or property of the tenant;
- environmental levies, including the pollution levy for surface waters and the contribution to waste water treatment costs and charges or levies under any other environmental law, and the sewerage charges.

In the event of the levies, taxes, fees or other charges payable by the tenant being collected from the lessor, the tenant will reimburse the lessor in those amounts on the lessor's first request to that effect.

## Other provisions

### Article 16

#### 16.1

In the event of part of the tenancy agreement or these General Tenancy Conditions being subject to nullification, this will not affect the validity of the remaining articles. The voided or invalid part of this tenancy agreement will in that case be replaced by a provision that would have been agreed in a legally permissible manner by the parties had they been aware that the original provision was invalid or voidable.

#### 16.2

If the building or complex of which the rented property forms part is or becomes divided into apartment rights, the tenant will be obliged to act in conformity with the usage rules laid down in the deed of division, the property division regulations and the internal regulations. The tenant is also obliged to comply with decisions of the Owners' Association. The lessor undertakes to inform the tenant of these decisions as soon as possible.

## General tenancy conditions for self-contained accommodation

16.3  
With effect from the commencement of the tenancy agreement the tenant will be the sole purchaser of energy for the rented property and is obliged to enter into a contract for the supply of energy for the rented property with one or more energy suppliers and to comply with the obligations under that contract. The tenant will also be required to meet his obligations under the connection and transport agreement for the rented property with the grid operator. The tenant will indemnify the lessor at all times against claims of the grid operator and/or energy suppliers in this context.

16.4  
The tenant is bound to amendments to the policy pursued by the lessor provided that the policy amendment is compliant with current laws and regulations and with these General Tenancy Conditions.

### Penalty

#### Article 17

The tenant will be liable to the lessor for the payment of an immediately payable penalty of € 25.00 (level 2013, indexed according to the Statistics Netherlands Consumer Price Index, All Households) for each calendar day on which he fails to act in conformity with any provision of these General Tenancy Conditions, without prejudice to his obligation to act in accordance with these General Tenancy Conditions and without prejudice to the lessor's other rights to compensation for damages.

This penalty will be payable without legal intervention for each day on which the violation continues.



#### Do you have questions?

Do you have any questions about our tenancy conditions?

Please feel free to contact our staff of the Housing Services Department or visit our Office.

#### Woningcorporatie Wold & Waard

Visiting address : Lindensteinlaan 75, 9351 KC LEEK

Postal address : Postbus 131, 9350 AC LEEK

Telephone : (0594 ) 51 21 61

email address : [info@woldwaard.nl](mailto:info@woldwaard.nl)

Ofr check our website: [www.woldwaard.nl](http://www.woldwaard.nl)

: