

Rental Contract

The standard contract of Thomas More guarantees a fair treatment and an honest price.

Content

- Read the contract thoroughly before you sign it. This way you can prevent unpleasant surprises afterwards.
- Make sure all the arrangements you make with the landlord are added on the contract.
- Ask for an explanation when something is not clear.

Price

- Make sure you determine what is included in the price and what is not, for example:
 - Are water and electricity included?
 - Will you have to pay extra at the end of the academic year?

Signature

- Make sure you sign your contract together with your landlord. You have got to fill in three forms and sign all three of them.
- Make sure you hand in a filled-in contract at your campus

Registration

- A registered contract is a contract which is officially known by the government
- The advantage of a registered contract is that its rules also apply to third parties. This means that persons who are not mentioned in the contract still have to respect its terms and conditions. This could be important when your landlord for example decides to sell the property. In that case, the contract automatically forces the new owner to work with the same rules and regulations as is mentioned in the contract.
- Registration of the contract is obliged and has to be submitted by the landlord no more than two months after it is signed. If he/she is too late or has not submitted the file at all, he/she could get a fine of 25 euros.

Warranty

What?

The goal of the warranty is:

- To pay for damages, caused by yourself or other persons whom you gave access to your room
- (When needed): to pay for the rent or other expenses (heating, telephone, ..)

Amount?

- Maximum two month's rent

Expenses that cannot be paid for by the warranty

- Costs for energy that cannot be proved by registered meters and bills from the electrical company.
- Wear and tear by the normal use of the room.
- Interests for rent which is paid too late.
No matter what is stated in your contract, you always have to get a letter by recorded delivery before your landlord can ask for an interest on the rent. All other arrangements on paper are not legitimate.
- Expenses for transportation of the landlord, recorded deliveries or collection letter fees.

Ways to pay

- The landlord is free to choose whether he wants to receive the warranty in cash (do not forget to ask a receipt) or by deposit in his/her bank account. In the first case the renter has no right to claim interest on the cash amount paid.
- Some landlords will allow you to pay the warranty on an individualised, blocked account, as is obliged for rental agreements for resident tenants to whom the "*Woninghuurwet*" is applicable. This way, discussions about the repayment are resolved a lot faster. The tenant receives the interests made in this case. Even though this arrangement is better, it is not obliged when renting out student rooms.
- The warranty has to be repaid within thirty days after leaving the room. The landlord however has to get the opportunity to make a definite overview of all other utility expenses.

Tips

- Make sure to pay your rent on time.
Some students decide not to pay for their last two months to compensate for their warranty. This however is better not done. If you have a difference of opinion with your landlord this might result in you paying for extra expenses. Therefore it is better to just pay your rent until the end of the contract.

Water, electricity, heat (other utilities)

Fixed

Often you pay rent in which all other utility expenses are included. This way you will know in advance how much your room will cost you exactly for the entire academic year.

Variable

- When other utility expenses are not included in your rent, it is quite common that you are asked to make a down payment. This down payment is stipulated in the rental contract. At the end of your rental period a settlement of account is made.
- In most student residences there are no individual heating or electricity meters, which means that all utility expenses are divided amongst the inhabitants of the residence. As a tenant you always have the right to ask for proof. Energy expenses are hard to estimate. You are of course the first person able to keep the energy expenses as low as possible
- Try to be as economical as possible concerning your heat and electricity. Do not leave electrical appliances or lights on when you are at school.

Rental period

10 or 12 months

The rental period for a room is usually ten months. This means that the summer holidays are not included. When renting a studio, you usually sign a contract for twelve months.

Keys

On June 30th most rental agreements end, which means you have to hand in your keys. Even when you need the room for the re-examinations or when you rent the room the year after.

Personal belongings

You have to arrange with your landlord what happens with your personal belongings during the summer period. Can you leave your belongings inside the room or does it have to be cleared?

Renting your room during re-examinations (in August-September)

- With permission of your landlord it is possible to rent your room during the period of August, September when you need to do re-examinations.
- For an extra week you pay a maximum of ¼ of the monthly price and utility expenses.

Inventory and condition form

What?

- The inventory and condition form is a detailed description of the material state of the room: the curtains, wall paper, floor coverings, furniture, heating appliances, wall socket etc. The inventory and condition form is legally required: tenant and landlord have to fill it in and sign it together.
- At the end of the renting period you have to fill in another inventory and condition form. This way it is easy to check the state of the room and prove that you did not damage anything.

Special cases

- You are not responsible for damages caused by wear and tear
- When no inventory and condition form was filled in it is always assumed that the tenant leaves the room in the same state as he/she got it. This means that when damages were made the landlord has to prove it. He/she is allowed to use all legal means to do so.

Tip

- Make sure all damages and imperfections are registered. What is not added in the inventory and condition form is assumed to be in perfect state.

Fire insurance

Liability

As a tenant you are responsible for the consequences of fire, water damage or explosions in the rented property, unless you can prove it was someone else's fault or that it is a case of circumstances beyond your control (for example; when struck by lightning).

Insurance room

- Make sure that you are insured in case of a fire.

Insurance personal belongings

- Your personal belongings are usually insured by the fire insurance of your parents. If this is not the case, it is better to get an insurance yourself.

House rules

What?

- The house rules make clear what the rules are regarding your room and the shared facilities.

Tip

- Thoroughly read the house rules before you sign the contract. It could impose certain limitations upon you regarding staying in your room during weekends, visitation hours, use of the bathroom, etc.