

INDEFINITE TENANCY AGREEMENT FOR RESIDENTIAL ACCOMMODATION

The undersigned:

....., having his registered office/residing at (address, town/city, postcode)

.....

, hereinafter called the 'landlord',

AND

- Last name:
- First name:
- Date of birth:
- Place of birth:
- Civil status:

residing at (address, town/city, postcode)

, hereinafter called 'tenant'.

HAVE AGREED AS FOLLOWS:

Rented object, designated use

- 1.1 The landlord will let to the tenant, as the tenant will rent from the landlord, the **self-contained/non-self-contained** residential accommodation, hereinafter the 'rented object', residing at (address, town/city, postcode). The condition of the rented object is described in the delivery report to be attached hereto as an annex and to be initialed by the parties.
- 1.2 The rented object is designated for use as residential accommodation only.
- 1.3 Without the prior written consent of the landlord, the tenant may not put the rented object to any use other than as described in article 1.2.
- 1.4 Upon entering into the tenancy agreement, the tenant [**did/did not***] receive a copy of the energy label within the meaning of the Dutch Energy Performance (Buildings) Decree [*Besluit energieprestatie gebouwen*] and/or a copy of the Energy index in respect of the rented object.

Conditions

2.1 This tenancy agreement requires the parties to comply with the statutory provisions on tenancy of residential accommodation, to the extent not provided otherwise herein. The 'GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION', as drawn up on 20 March, filed with the Clerk of the District Court at The Hague on 12 April 2017 and are registered there under number 2017.21, hereinafter referred to as the 'general provisions', form part of this tenancy agreement. Such general provisions are known to the parties. The tenant has received a copy. The general provisions will apply except to the extent expressly provided otherwise in this tenancy agreement or if application of these general provisions is not possible in respect of the rented object.

Duration, renewal and termination

- 3.1 This tenancy agreement has been entered into for an indefinite period of time with effect from
- 3.2 On the effective date of the tenancy agreement, the landlord will make the rented object available to the tenant, provided that the tenant has performed all the existing obligations vis-à-vis the landlord. If the effective date does not coincide with a workday, the rented object will be made available on the next workday.
- 3.3 The landlord will give at least three months' written notice to terminate the contract and the tenant will need to give at least one month's written notice to terminate the contract.

Payment obligation, payment period

4.1 As from the effective date of this tenancy agreement, the tenant's payment obligation will consist of:

- the rent

4.2 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 will comprise the actual costs on the basis of the meter readings.

4.3 The fee for the other supplies and services to be provided in connection with the occupation of the rented object, as indicated in article 7, will be determined by the landlord. The fee as referred to in articles 4.2 and 4.3 will

*) delete as appropriate and supplement where necessary.

Landlord initials

Tenant initials

be subject to a system of advance payments with subsequent settlement, as indicated in articles 17.1 to 17.15 inclusive of the general provisions.

4.4 The rent and the advance payment as referred to in articles 4.2 and 4.3 will be payable in advance, at all times on or before the first day of the period to which the payment relates **[in accordance with the method designated by the landlord/by way of transfer to account number in the name of*].**

4.5 The following amounts will be due per payment period of one month:

- the rent EUR
- the advance on 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 EUR
- the advance on the fee due for the provision of the other supplies and services to be provided in connection with the occupation of the rented object EUR

So that the total monthly amount due by the tenant will be EUR

In words euros.

4.6 With a view to the effective date of this tenancy agreement, the initial payment period will relate to the period of to inclusive, and the amount due for such initial period will be EUR The tenant is to pay such amount on or before

Rent adjustment

5.1 If the rented object is residential accommodation subject to a regulated rent [*sociale huurwoning*], the rent may be adjusted, upon a proposal by the landlord, for the first time on, and subsequently annually by a percentage not exceeding the percentage permitted by law as prevailing on the effective date of such adjustment for residential accommodation subject to a regulated rent.

5.2 If the rented object is accommodation subject to a deregulated rent [*geliberaliseerde huurwoning*] for residential accommodation, the provisions of article 5.1 will not apply. In such event, the landlord will be entitled to increase the rent by no more than ...%.

(Optional, if applicable) Costs of mains services based on an individual meter and service charges

6. The landlord will arrange 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.

Service charges

7. The landlord will arrange the provision of the following supplies and services in connection with the occupation of the rented object:

-
-
-
-

Taxes and other levies

8.1 Unless prohibited by law or the regulations ensuing from it, the tenant will be responsible, even if an assessment in that respect is imposed on the landlord, for:

- a. the property tax and the water authority or polder charges;
- b. the environmental levies, including the surface water pollution levy and the waste water purification levy;
- c. the betterment levy or related taxes or levies, in whole or for a proportional part thereof, if and to the extent that the tenant benefits from that based on which the assessment or levy is imposed;
- d. the other existing or future taxes, environmental protection contributions, charges, levies and user fees.

Such taxes and other levies will be passed on only to the extent relating to the actual use of the rented object and the actual joint use of service areas and general and common rooms.

8.2 If the levies, taxes, user fees or other charges payable by the tenant are collected from the landlord, the tenant is to reimburse the landlord on the latter's demand.

(Optional, if applicable) Manager

9.1 Until the landlord gives notice to the contrary, the following person will act as manager:

9.2 Unless otherwise agreed in writing, the tenant must consult with the manager about the contents of, and any other matters relating to, this tenancy agreement.

*) delete as appropriate and supplement where necessary.

Landlord initials

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Security deposit

10.1 Before the effective date, the tenant will pay a security deposit in the amount of EUR (in words: euros) in accordance with the method indicated in article 4.4.

10.2 The security deposit [**will/will not***] accrue interest.

Housing tenure and joint tenancy conditions

11.1 The tenant will share the use of the apartment with and only with during the specified lease period, and both tenants will share the full right to use the apartment.

11.2 The landlord himself shall not enter or use the apartment without notice during the specified lease period. The landlord must obtain written joint permission from both tenants to enter the premises.

11.3 The landlord shall not allow or bring anyone to enter or use the apartment during the specified rental period. Unless the landlord has obtained the written permission of both tenants.

11.4 If either tenant decides to discontinue the tenancy, the landlord must seek the permission of the other tenant who is still living in the apartment to determine the next co-tenant.

Indexes

- [] Identity document
- [] Delivery report (to be added at the time of delivery)
- [] Copy of the energy label/Energy Index
- [] General provisions

Agreed and signed in ... fold,

Place:

Place:

Date:

Date:

.....
(tenant(s))

.....
(landlord)

Separate signature/s of the tenant/s to indicate receipt of their own copy of the GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION as referred to in article 2.

Tenant/s signature/s:

.....

*) delete as appropriate and supplement where necessary.

Landlord initials

Tenant initials