

TENANCY AGREEMENT STUDENT ROOM ACADEMIC YEAR 2018-2019

This model contract is made available by the KU Leuven Housing Service to landlords with whom it has a cooperation. By using it the landlord accepts the mediation of the Housing Service in case of problems regarding this rental contract (see art. 18). The landlord declares that modifications/deletions/additions will be done in a visible way.

THIS UNAUTHORIZED TRANSLATION OF THE MODEL CONTRACT IS INTENDED FOR YOUR INFORMATION ONLY.
TO CONCLUDE A RENTAL AGREEMENT PLEASE USE THE ORIGINAL CONTRACT IN DUTCH.

Between the undersigned parties:

henceforth referred to as the LANDLORD:

surname and first names:
date and place of birth OR National Register number:
street, no.:
postal code: town/city:
telephone/mobile: e-mail address:

and henceforth referred to as the TENANT:

surname and first names:
date and place of birth:
student at ☐ KU Leuven ☐ UC Leuven-Limburg ☐ LUCA-Campus Lemmensinstituut ☐ Vlerick
☐ other:
student number:

with main residence at

street, no.:
postal code: town/city:
telephone/mobile: e-mail address:
agree to the following:

Art. 1. The landlord is letting a student room, intended for occupation by one person, namely the above mentioned tenant, situated at:

street and number: town/city:
☐ front ☐ back ☐ side of the building on the floor/ground-floor, with number for the period of student residence during the academic year 2018-2019.

The room can only be used as a study residence. The tenant is not permitted to make this his/her main place of residence. If the tenant wishes to alter the purpose of the property, s/he must have the explicit permission of the landlord.

Art. 2. The property comprises:

In the room ☐ bed ☐ mattress ☐ mattress protector ☐ desk ☐ table
☐ chair ☐ sofa ☐ bookshelf ☐ wardrobe
other furniture:
☐ cold water ☐ hot water ☐ shower ☐ toilet ☐ cooking facilities
internet connection:, via ☐ cable ☐ WiFi ☐ TV connection
other:
Communal ☐ shower ☐ toilet ☐ equipped kitchen ☐ living room ☐ bicycle storage
☐ telephone connection ☐ TV connection
other:
Heating ☐ central heating ☐ electric heating

Art. 3. DURATION - The room is let for

☐ the period of an academic year.

The rental period is months and weeks, starting on Friday before the start of the academic year*, namely 2018 and ending on 2019.

(*) Start academic year KU Leuven: 24 September 2018; UC Leuven-Limburg and LUCA-Campus Lemmensinstituut: 17 September 2018.

☐ a short period of study/internship.

The rental period is months and weeks, starting on and ending on

A rental month starts on the starting date of the rental agreement. The tenant will have uninterrupted use of the property for the duration of the agreement.

Art. 4. RENT AND COSTS

The rent is € per month, of which € for the rent of the furniture.

1. The rent **includes** the following indicated items

- ☐ water in the room and in communal areas
- ☐ electricity in the room for standard lighting, radio, radio stereo, alarm, shaver, hair dryer, PC, printer, (mobile)charger, electric toothbrush, other:
- ☐ heating in the room
- ☐ electricity in the communal areas
- ☐ heating in the communal areas
- ☐ cleaning of communal areas
- ☐

2. The rent **does NOT include** the following indicated items

- ☐ € advance per month for ☐ water ☐ electricity ☐ heating

At the end of the rental period a settlement of the total costs is made, taking into account the advance payments. The calculation of these costs should be submitted to the tenant in a separate, detailed bill. The start and end meter readings of electricity, gas and water will be noted at the beginning and end of the contract in the presence of both parties.

If no individual meters are installed, and so far as the housing consists of accommodation with comparable comfort, the costs are split on the basis of the following formula:

-
- ☐ € fixed cost per month for ☐ water ☐ electricity ☐ heating
- ☐ € internet subscription
- ☐ € contribution for the tenants liability of the fire insurance (art. 8)
- ☐ tax on second homes (art. 7)
- ☐

Art. 5. PAYMENT

€ to be paid monthly in return for a receipt or by direct bank transfer to IBAN account

number with BIC number
bank, in the name of

The payment must be made no later than five calendar days after the start of the rental month.

Art. 6. DEPOSIT

☐ The deposit amounts to one month's rent, which is €
The tenant will pay upon receipt or by direct bank transfer to the account number specified in article 5.

☐ The deposit amounts to one / two month's rent, which is €
The tenant will pay the deposit into an individualised and frozen bank account in his/her name. The deposit can only be released at the end of the agreement subject to written agreement from the tenant and landlord.

The deposit can never be considered as constituting rent by the tenant. The landlord can only withhold the deposit or part of the deposit if s/he can prove that the tenant has not met his/her rental obligations. The repayment of the deposit or the balance will be made in cash or by direct transfer to IBAN account number with BIC number
bank, in the name of

This will be done within one month following the end of the tenancy agreement. Exceptions to this period are only permitted in accordance with art.4.2. If a new tenancy is contracted, the deposit will be transferred.

Art. 7. TAX ON SECOND HOMES

If tax on second homes is not included in the rent and if the student can submit proof of enrolment at an educational institution offering full-time day courses, the tax will be reduced from € 789,5* to € 94,5* in accordance with municipal regulations. As the tenant declares that he is a student, he is initially charged € 94,5*. If the tenant fails to submit proof of enrolment at an educational institution to the landlord before 1 January, he will be required to pay the outstanding amount of municipal tax at that time. If the tenant can also submit proof of holding a student grant of at least € 200, the tax is further reduced to € 42*. The grant holder should submit documentary evidence to the landlord before 1 January.

No second-home tax is due on accommodations rented by students who are registered at the address of the rented property at the municipal register or the wait register, or by students who are in the possession of annex 33 (students from countries bordering Belgium), or by students who applied for annex 33 on 1 January of the tax year. This is particularly the case for international students residing in Leuven for more than 90 days. In this case the student needs to submit to the landlord proof of registration at the municipal register of the city (annex 8 or 15) or annex 33 before 1 January. If the tenant submits this proof in time, the landlord will not charge the tax or will reimburse the tax at that moment.

The tax can only be charged on the condition that 1 January of the tax year is included in the contract duration as stipulated in art. 3. of this agreement.

** Or the tax amount that is valid at that moment. The amounts mentioned in this article apply to the tax year 2018 and will be indexed as stipulated in the municipal regulations.*

Art. 8. FIRE INSURANCE*

The landlord agrees to include cover for the tenant's liability towards the landlord and towards third parties in his insurance policy for fire and related risks, electrical and water damage, at the expense of the tenant.

Policy + number:

If the landlord fails to meet this obligation, this automatically means that the landlord loses all recourse to retrieval against the tenant.

As per art. 4.2. the tenant pays his contribution for his tenants liability. If the tenant is held liable, the indemnity will be borne by the tenant.

The tenant will take care of his own insurance for his personal belongings. If the landlord is held liable for damage to the tenant's personal property, the indemnity will be borne by the landlord.

** Note: the landlord must ensure that the cover mentioned in this contract is actually provided by his/her policy.*

Art. 9. DESCRIPTION OF ACCOMMODATION

During the first 15 days of effective use of the rented property, both parties are obliged to draw up a detailed and cross-checked description of accommodation of the room and the communal areas. When important changes are made to the rented accommodation during the rental period, this will be added to the accommodation description as an appendix. If a final description of the accommodation is not made, the tenant is deemed to have left the property in the same state as s/he received it upon arrival, unless evidence proves contrary. The same applies when no accommodation description has been drawn up at the start of the contract.

Art. 10. TERMINATION OF THE AGREEMENT

The agreement ends on the agreed date without notice having to be given. Automatic renewal of the agreement can not be invoked. Subject to a written agreement to the contrary, the tenant must completely vacate the room at that time. When a new agreement is signed with the same student, both parties mutually agree the extent to which the room must be vacated.

The keys must be returned by the end of the first rental period unless otherwise agreed. If the parties do not make arrangements to hand over the keys in person for a receipt, then the tenant will return the keys by registered post.

Art. 11. RULING FOR THE THIRD EXAM SESSION AND VACATION

- In the event that the student has to take one or more exams as part of his/her study contract during the third exam session, s/he is entitled to use a similar room from five days before the start of the first exam up to the day after the last exam. A student wishing to make use of this right must inform the landlord in time and no later than 19 July. The period of rent should be consecutive and no less than one week. Per commencing week a rent will be paid amounting to maximum 1/4 of the monthly payment as stipulated in art. 5.
- Subject to the explicit agreement of the landlord, the tenant can use the room during the vacation period after the end of the tenancy agreement. A weekly rent will be paid for this, amounting to no more than 1/4 of the monthly payment as stipulated in art. 5.

Art. 12. SUBLETTING AND TRANSFER OF TENANCY

Subletting and transferring tenancy is prohibited unless written consent has been received from the landlord. However, the landlord will agree to allow the tenant to sublet the room when the tenant takes part in a student exchange programme or has to undertake an internship. The tenant must give the address and contact details of the subtenant to the landlord before the subletting begins.

Art. 13. EARLY TERMINATION

This agreement can be terminated early by giving one month's notice by:

- the landlord:
 - for serious reasons relating to the behaviour of the tenant, in particular which jeopardises the purpose of the student house as a student residence. Early termination on the basis of these reasons can only be invoked in agreement with the Housing Service so far as they accept these reasons.
- the tenant:
 - as a result of a serious reason which means that the room can no longer be deemed suitable as a student residence. Early termination on the basis of these reasons can only be invoked in agreement with the Housing Service so far as they accept these reasons.
 - upon the death of the tenant, a parent or guardian.
- the tenant as well as the landlord: if the tenant officially stops studying in Leuven. This article does not apply if the tenant finishes his studies at a Leuven educational institute within the academic year or if the tenant does not officially deregister.

In all cases, notice must be served by registered letter stating the reason for the termination and enclosing supporting evidence. The notice takes effect from the first day of the rental month following this letter being sent. A copy of this letter will be given to the Housing Service. If, during the period of notice, a new tenant wishes to rent the room immediately who is acceptable to the landlord, the existing tenancy agreement will be dissolved during the period of notice and the new tenancy agreement will take immediate effect, subject to the agreement of all parties.

Art. 14. MAINTENANCE - REPAIRS - DAMAGE - RENOVATIONS

As governed by law, technical maintenance and repairs are the responsibility of the landlord. The tenant will inform the landlord in writing as soon as possible about all damages, loss or fault that require a repair to be carried out.

The landlord agrees to carry out the repairs as quickly as possible.

The landlord must be able to provide evidence that the heating appliances and chimneys have been regularly maintained by qualified people.

The landlord is responsible for protecting all installations against frost. The tenant will take all possible precautions to prevent frost damage in the room.

The tenant is responsible for any damage or depreciation that s/he has caused or that is caused by third parties who s/he admitted to the rented property.

The tenants are deemed to be jointly liable for non-attributable damage caused to the communal areas/property and safety equipment as far as this does not involve repairs which are the responsibility of the landlord, normal use, maintenance or wear and tear and as far as this damage can be proven.

The landlord may not carry out any renovations or alterations to the rented property without written consent from the tenant and may never carry out such work during the revision and examination period. The requested renovations or alterations must be clearly defined. The tenant may not make any alterations to the rented property without written permission from the landlord.

Art. 15. SAFETY REGULATIONS – EPC

The landlord declares that the house is equipped with smoke alarms, as prescribed by the Flemish government, on each floor and in the rented student room.

The tenant is responsible for the maintenance and the replacement of the battery of the smoke alarm in his student room. The responsibility for the smoke alarms in the communal areas lies with the landlord.

The landlord is obliged to make all instructions and safety precautions relating to electrical installations and equipment available to the tenant.

The landlord agrees to give the tenant the fire safety regulations pertaining to the house and to display these regulations within the rented property in visible areas. The tenant declares that s/he has received a copy of these regulations. The regulations are an integral part of this agreement.

The tenant is acquainted with the Energy Performance Certificate.

Art. 16. PEACEFUL ENJOYMENT

The landlord agrees to ensure the peaceful enjoyment. S/he is only able to gain access to the room in the event of force majeure or with the tenant's permission.

Animals are not permitted in or allowed to stay in the rented property without written agreement from the landlord.

Both parties or third parties to whom access has been granted, must refrain from activities that may disturb the peace of residents or neighbours.

Art. 17. COMFORT

The room must conform to the applicable quality and safety standards for rooms and student rooms. The room must be sufficiently lit, ventilated and insulated against noise. The landlord will guarantee a temperature of 20°C between 7 am and midnight, and 15°C at night.

Art. 18. MEDIATION BY THE HOUSING SERVICE

Both parties agree to submit all disputes arising from the interpretation, compliance with or the termination of this agreement to the Housing Service (Naamsestraat 80, 3000 Leuven, + 32 16 32 44 00, housingservice@kuleuven.be) before bringing the matter to court so that the Housing Service is able to make a proposal for reconciliation. The initiative for taking any legal steps rests with the parties themselves. The Housing Service only mediates in rental disputes with tenants who are a student in Leuven.

Art. 19. REGISTRATION

The landlord is obliged to register the tenancy agreement. The registration is free and should be done within two months after signing the tenancy agreement. Any costs resulting from lateness in registration will be borne by the landlord. If the landlord fails to meet the obligation to register the tenancy agreement then the tenant is entitled to compensation from the landlord if the property is sold and if the tenancy agreement is not respected by the new owner/landlord.

Art. 20. FINAL CLAUSES

This tenancy agreement can be supplemented with house regulations. In this case, the tenant must respect the stipulations of such house regulations, on the condition that s/he has had the opportunity to become acquainted with them before signing the tenancy agreement. These regulations must be signed by both parties and attached to all copies of the tenancy agreement. The content may not contradict or detract from the regulations contained in the tenancy agreement.

Drawn up in, on in two originals, of which each has been separately signed and of which each party acknowledges that they have received one copy.

This tenancy agreement is comprised of four pages of which the first three are initialled by both parties. All alterations to this agreement will be initialled by both parties.

The tenant will provide the student administration at his/her educational institution with one copy of this tenancy agreement.

The landlord will provide the registration office with one copy of this tenancy agreement.

THE TENANT

THE LANDLORD

Student Services KU Leuven works for the Housing Service together with the social service associations UC Leuven-Limburg, LUCA-Campus Lemmensinstituut and The Vierick Business School.

Unless you object, your details will be held in a KU Leuven file and only used for the management of contract files, upon receipt of a copy of this tenancy agreement. KU Leuven processes these data in accordance with the Belgian and European privacy legislation. In agreement with legislation concerning the protection of personal data, you are able to inspect the data and make changes where necessary. Should you wish to do so, please contact Prof. C. Van Audenhove, Vice-rector Studentenbeleid, Oude Markt 13, 3000 Leuven. More information on www.kuleuven.be/privacy