

TENANCY AGREEMENT FOR SUBLETTING STUDENT ROOM/STUDIO ACADEMIC YEAR 2017-2018

**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:

surname and first name.....
with main residence of (street, no.)
(post code, town/city), telephone/mobile
e-mail address

henceforth referred to as the MAIN TENANT

AND

surname and first name.....
with main residence of (street, no.)
(post code, town/city) telephone/mobile
e-mail address

henceforth referred to as the SUBTENANT

agree to the following:

Art. 1. The main tenant is letting a student room/studio, intended for occupation by one person, situated at:

street and number
town/city

☐ front ☐ back ☐ side of the property on the floor/ground floor, with room number

The room/studio can only be used as a study residence. The subtenant is not permitted to make this his/her main place of residence.

Art. 2. The property comprises:

In the room/studio	<input type="checkbox"/> bed	<input type="checkbox"/> mattress	<input type="checkbox"/> mattress protector	<input type="checkbox"/> desk <input type="checkbox"/> table <input type="checkbox"/> chair <input type="checkbox"/> sofa
	<input type="checkbox"/> bookshelf	<input type="checkbox"/> wardrobe	other furniture:	
	<input type="checkbox"/> cold water	<input type="checkbox"/> hot water	<input type="checkbox"/> shower	<input type="checkbox"/> toilet <input type="checkbox"/> cooking facilities
	internet connection via <input type="checkbox"/> KotNet or <input type="checkbox"/>, via <input type="checkbox"/> cable or <input type="checkbox"/> Wi-Fi <input type="checkbox"/> TV connection			
	other:.....			
Communal	<input type="checkbox"/> shower	<input type="checkbox"/> toilet	<input type="checkbox"/> equipped kitchen	<input type="checkbox"/> living room
	<input type="checkbox"/> cycle storage		<input type="checkbox"/> telephone connection	<input type="checkbox"/> TV connection
	other:.....			
Heating	<input type="checkbox"/> central heating	<input type="checkbox"/> airtight gas appliance	<input type="checkbox"/> electric heating	

Art. 3. DURATION - The room/studio is let for a short period of study/internship.

The rental period is for months, starting onand ending on

The rental month begins on the starting day of this contract.

The subtenant will have uninterrupted use of the property for the duration of the agreement.

Art. 4. RENT AND COSTS

The rent is € per month.

1. This amount **includes** what is indicated below:

- ☐ Water, electricity and heating in the room/studio
- ☐ Water, electricity and heating in the communal areas
- ☐ Contribution for the tenants liability of the fire insurance
- ☐ Internet subscription
- ☐ Cleaning of communal areas

2. The rent **DOES NOT include**

.....

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 commencement of the rental month.

Art.6. DEPOSIT - The deposit amounts to on month's rent, which is €
The subtenant will pay upon receipt or by direct bank transfer to the account number specified in article 5.
The deposit can never be considered as constituting rent by the subtenant. The main tenant can only withhold the deposit or part of the deposit if s/he can prove that the subtenant has not met his/her rental obligations. The repayment of the deposit or the balance of the deposit will be made in cash or through direct bank transfer to IBAN account number..... with BIC number bank..... This will be done within the month following the ending of the tenancy agreement.

Art.7. TAX ON SECOND HOMES – 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.

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 € 772* to € 92,50* in accordance with municipal regulations. As the tenant declares that he is a student, he is initially charged € 92,50*. 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, the tax is further reduced to € 41*. The grant holder should submit documentary evidence to the landlord before 1 January. * Or the tax amount that is valid at that moment. The amounts mentioned in this article apply to the tax year 2017 and will be indexed as stipulated in the municipal regulations.

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.

Art. 8. FIRE INSURANCE - The main tenant agrees to cover the subtenant's liability for fire and related dangers, electrical and water damage through

☐ the liability insurance for tenants that is included in the main tenant's original contract which also covers the subtenant's liability towards the main tenant and towards third parties. *Main tenants must ensure that this cover is actually provided by the landlord's policy.*

☐ the main tenant's individual policy within which the liability of the subtenant towards the main tenant and towards third parties is covered concluded by the Housing Service of the KU Leuven.

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

Art. 9. DESCRIPTION OF ACCOMMODATION - Both parties are obliged to draw up a detailed and cross-checked description of the accommodation. 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 subtenant 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.

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 subtenant must completely vacate the room/studio at that time. The keys must be returned by the end of the rental period unless otherwise agreed. If the parties do not make arrangements to hand over the keys in person for a receipt, then the subtenant will return the keys by registered post.

Art. 11. SUBLETTING AND TRANSFER OF TENANCY - Subletting and transferring tenancy are prohibited.

Art. 12. MAINTENANCE - REPAIRS – DAMAGE -. The subtenant will inform the main tenant in writing as soon as possible about all damages, loss or fault that require a repair to be carried out.. At the same time, he will also inform the landlord via the following contact details:

The main tenant in turn agrees to inform the landlord about the situation and to use all statutory remedies against the landlord in order to get him to undertake the repairs that are his liability.

The main tenant agrees to make all operating instructions for electrical installations and equipment available to the subtenant. The subtenant will take all possible precautions to prevent frost damage in the room/studio. The subtenant is responsible for any damage or depreciation that s/he has caused or caused by third parties who s/he admitted to the rented property. The subtenant is deemed to be jointly liable for non-attributable damage caused to communal areas/property of the house and to the safety installations. The subtenant may not make any alterations to the rented property without written permission from the main tenant.

Art. 13. PEACEFUL ENJOYMENT - The main tenant agrees to ensure the peaceful enjoyment of the room/studio. S/he is only able to gain access to the room in the event of force majeure or with the subtenant's permission. Animals are not permitted in or allowed to stay in the rented property without written agreement from the main tenant. 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. 14. COMFORT - The room/studio must conform to the applicable quality and safety standards for rooms/studios and student rooms. The room/studio must be sufficiently lit, ventilated and insulated against noise.

Art. 15. 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, 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 (Naamsestraat 80, 3000 Leuven, +32 16 32 44 00, housingservice@kuleuven.be) only mediates in rental disputes with tenants who are a student at the KU Leuven.

Art. 16. FIRE SAFETY REGULATIONS - HOUSE REGULATIONS - The main tenant agrees to provide the subtenant with the fire safety regulations for the house. The subtenant declares that s/he has received a copy of these regulations. The regulations are an integral part of this agreement. This tenancy agreement can also be supplemented with house regulations. In this case, the subtenant must respect the regulations on the condition that the subtenant has been able 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.

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

THE SUBTENANT

THE MAIN TENANT
