

LEASE FOR STUDENT ACCOMMODATION – ACADEMIC YEAR

(version 15.03.2014)

Between the undersigned:

the first party being:

surname first name Belgian registration number

date of birth place and land of birth

living at : street house number postal code

city/town/municipality

phone number e-mail

henceforth named **the LANDLORD**,

the second party being:

surname first name

date of birth place and land of birth

student at (check if applicable):

- | | |
|--|---|
| <input type="checkbox"/> Hogere Zeevaartschool | <input type="checkbox"/> Thomas More |
| <input type="checkbox"/> Karel de Grote-Hogeschool | <input type="checkbox"/> Instituut voor Tropische Geneeskunde Antwerpen |
| <input type="checkbox"/> Artesis Plantijn Hogeschool Antwerpen | <input type="checkbox"/> Other (art. 16 does not apply in this case !) |
| <input type="checkbox"/> Universiteit Antwerpen | <input type="checkbox"/> |

study subject & year enrolment number/student number (if known)

mainly resident at : street house number postal code

city/town/municipality country

phone number e-mail

Henceforth named the **TENANT**,

the following is agreed:

Art. 1. Identification of the rented property – The landlord lets a student accommodation , located at street house number postal code town/city/municipality room number

intended for occupation by 1 single person, 2 persons (identification of 2nd tenant in an attached addendum)

it concerns: room studio apartment
 frontside backside side of the building
 ground floor floor number

for the duration of studies of the academic year The tenant declares to use the lodgings for purposes of study and not to take up main residence in the room. The tenant declares on his/her word of honour to be a student. In case of infraction the tenant cannot appeal to article.16.

Art. 2. Standard description – In the rented premises the following is provided:

- a. Furnishing: bed incl. Mattress, mattress cover and pillow, desk, table, chair, seat, bookcase, wardrobe, other furniture:
- b. sanitary facilities:

warm/cold running water	<input type="checkbox"/> in the room	<input type="checkbox"/> in shared room elsewhere
bath/shower	<input type="checkbox"/> in the room	<input type="checkbox"/> in shared room elsewhere
toilet	<input type="checkbox"/> in the room	<input type="checkbox"/> in shared room elsewhere
- c. heating central heating gas radiator
- d. bicycle shed no yes
- e. common room in the room in shared room elsewhere
- f. cooking facilities in the room in shared room elsewhere
- g. connection to cable TV in the room in shared room elsewhere
- h. connection to the internet in the room in shared room elsewhere
- i. other:

Art. 3 Ordinary term + definition of a rental month – The lease is contracted for a period of 10 months. The period starts on and ends on . A rental month begins on the of a calendar month and ends on the of the same the next calendar month. During the length of the agreement, the tenant will dispose of the rented goods without

interruption.

Art. 4 Composition of rental cost – The cost of renting, without additional costs, amounts to € per month, of which € per month for the rent of the furniture. Additional costs, **which are to be added up to the rent**, are to be mentioned below (mark when appropriate)

Description	Included	Sum? By month or by year? Fixed cost or advance?
Cleaning of common rooms	<input type="checkbox"/>	€ per <input type="checkbox"/> month <input type="checkbox"/> year
Internet connection	<input type="checkbox"/>	€ per <input type="checkbox"/> month <input type="checkbox"/> year
Internet subscription	<input type="checkbox"/>	€ per <input type="checkbox"/> month <input type="checkbox"/> year
Cable TV connection	<input type="checkbox"/>	€..... per <input type="checkbox"/> month <input type="checkbox"/> year
Cable TV subscription	<input type="checkbox"/>	€..... per <input type="checkbox"/> month <input type="checkbox"/> year
Fire insurance costs (cf. Art. 7)	<input type="checkbox"/>	€..... per <input type="checkbox"/> month <input type="checkbox"/> year
Water supply	<input type="checkbox"/>	€..... per <input type="checkbox"/> month <input type="checkbox"/> year <input type="checkbox"/> fixed <input type="checkbox"/> advance
Supply of electricity in the personal room	<input type="checkbox"/>	€..... per <input type="checkbox"/> month <input type="checkbox"/> year <input type="checkbox"/> fixed <input type="checkbox"/> advance
Cost of heating (gas/oil) in the personal room	<input type="checkbox"/>	€..... per <input type="checkbox"/> month <input type="checkbox"/> year <input type="checkbox"/> fixed <input type="checkbox"/> advance
Other costs (which).....	<input type="checkbox"/>	€..... per <input type="checkbox"/> month <input type="checkbox"/> year <input type="checkbox"/> fixed <input type="checkbox"/> advance

If the tenant is asked to pay energy costs in advance, the landlord has to draw a final calculation at the end of the rental term. This calculation shows the difference between the real costs and the already paid advances, as designated in the schedule above. The final calculation has to be supported by the bills of the energy provider, and has to be delivered preferably within the first three months after the end of the rental term. Individual counter position at the beginning of the agreement: Water: Gas: Electricity:
When individual counters are not present, the costs will be distributed following this formula:
.....

Art. 5 Method of payment – €..... to be paid in monthly portions with proof of payment or by transfer to account number.....
or for foreign students on the IBAN-account number.....with BIC-number.....
in the name of.....
The payment must be done within the first five working days of the rental month.

Art. 6 Cost of Warrant – The warrant equals one month's rent, being €.....
* * * * *
* * * * *
* * * * *
* * * * *
* * * * *

The warrant can never be charged as rent by the landlord and can only serve for payment of damage to the rented property, in case the damage was made by the tenant or a third party granted access to the property by the tenant. Damage by normal use, wearing out or old age are not to be paid by the tenant. The repayment of the warrant must be done within a month after ending the lease (if the rent was all-in), or within the first three months after the ending of the rental term (after which the landlord has made up a final calculation of the costs), taking into account article 10, by means of cash payment or deposit on the following account number:IBAN-account number.....with BIC-number.....

Art. 7 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. As per art. 4. the tenant pays a contribution for this. If the landlord fails to meet this obligation, this automatically means that the landlord loses all recourse to retrieval against the tenant. If the tenant is held liable, the indemnity (and other costs not covered by the insurance) will be borne by the tenant. The tenant will take out his/her own insurance for his/her personal belongings. If necessary, the tenant could do so by extending the fire insurance of his parents. If the landlord is held liable for damage to the tenant's personal property, the indemnity (and other costs not covered by the insurance) 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. 8 Locale description

The tenant and landlord are obliged to make up together an exhaustive and detailed written description of the rented property's condition at the start of the rental term within the first month of the tenant's occupation of the property, and also when important modifications are made in the rented properties during the rental term. This document will be offered for registration by the landlord. In case such a description is lacking, the tenant is assumed to have received the property in the same state as it is upon leaving. The same holds when a locale description was not made up at the beginning of the rental term.

Art. 9 End of the lease – The lease ends on the agreed date without notice. Silent renewal of the lease cannot be invoked. Unless there is a different agreement, the tenant is required to clear and clean the room entirely and return the keys to the landlord in return for a dated receipt. If a new agreement is made with the same student, the two parties make a mutual agreement concerning to what degree the room should be cleared. In any case, the keys must be returned by the end of the first term of rent, even if the tenant is allowed to keep making use of the room during the exam period in August or September. If the parties do not settle a mutual agreement on returning the keys personally, the occupant will send the keys by registered mail.

Art. 10 Agreements for vacation periods and exam periods in August/September

1. The tenant can make use of the property during the vacation period following the end of the rental term provided that landlord explicitly grants permission for this. A daily rent is to be paid for this period for a price of up to one thirtieth of the normal monthly rent.
2. In case the student has an exam to attend in August or September that is part of his student lease, the student has the right to make use of a room of equal value for a period starting five days before the start of this exam, lasting until the day following the final exam. No rent is required for this. Students wishing to make use of this right must inform the landlord of this before or on July 15th.

Art. 11 Subletting and transferring the lease – Subletting and transfer of the lease are not allowed unless the landlord provides written approval. The landlord agrees that the tenant can sublet his quarters when the tenant is attending a student exchange program or fulfilling an apprenticeship.

Art. 12 Premature termination

a. The parties can end this agreement by providing **one month's** notice:

- the landlord: for serious reasons, in cases where the tenant's behavior threatens the property's use as a place for study
- the tenant: for reasons of serious neglect, lack of insulation or safety or some other serious reason that makes the room impossible to use as a place for study, or in case one of the tenants' parents comes to die
- both parties: in case of an official premature termination of the tenant's studies during the academic year. The evidence for this is the deregistration certificate.

The termination must be sent by registered mail in all cases, stating the reason for the termination and including copies of evidence. The notice period begins on the first day of the rental month immediately following the month in which the letter was sent.. A copy of this letter will be given to the department of accommodation of the school/university. If a new tenant presents himself during the term of notice and this new tenant is accepted by both parties, the existing lease is ended at the same time as the new lease begins. Any demands for further compensation are lost and the cancellation fee will be settled in proportion..

b. The lease is terminated in case of the death of the landlord.

Art. 13 Maintenance and repair – Technical maintenance and repairs are to be paid by the landlord as is legally stated. The landlord will inform the tenant as soon as possible about any damage or defect requiring repair. The landlord is committed to making the repairs as quickly as possible. The landlord must also be able to provide evidence of regular maintenance by qualified personnel of all heating devices and chimneys. The landlord is obliged to provide the tenant with all manuals and safety guides pertaining to electrical devices and installations.

The tenant is responsible for damage or decrease in value made by him/herself or by any third parties whom (s)he granted access to the property. The tenant takes any necessary precautions to avoid frost damage in the room(s). The landlord is responsible for protection of all installations against frost damage. The tenants are presumed to be mutually responsible for non-identifiable damage made to the common rooms and safety installations, in so far as these do not concern repairs at the landlord's costs, ordinary use, maintenance or wearing out. The landlord is not to make any modifications to the property without written permission from the tenant and is explicitly denied this right during the exam period. The same rule is in effect for the tenant. Any requested modifications are to be described comprehensively.

Art. 14 Quiet pleasure – The landlord is committed to assure the tenant can take quiet pleasure in the room. The landlord is only granted access to the property in case of emergency or the tenant’s explicit permission. It is not allowed to keep or grant access to pets or other animals unless a written agreement has been made with the landlord. Both parties and any third parties granted access, are to refrain from any activities that would disturb the peace of other occupants or neighbors.

Art. 15 Obligations of comfort – The room must answer to the quality and safety descriptions of the moment for rooms and student accommodations. The room must be sufficiently illuminated, aired and isolated against sound. The landlord guarantees a room temperature of 20°C from 7 until 24h and 12° at night in case there is a central heating present. In case the room is heated by another kind of heating system, the landlord guarantees the possibility of achieving 20°C of room temperature. Any heating devices that do not exhaust consumed gases *outside* the room, are prohibited.

Art. 16 The task of mediation by the department of accommodation of the educational institute – At the moment of the dispute, the tenant must be studying at one of the institutes supporting Kotweb, while the landlord has to be registered as a Kotweb-proprietor. The parties are committed to present any dispute on the interpretation, execution or termination of this lease to the department of accommodation of the tenant’s educational institute *before* bringing the dispute to court. This service will make a proposition to bring the parties to reconciliation as soon as possible. Any initiative towards further legal steps is to be taken by the parties themselves.

Art. 17 Registration – The landlord is obliged to have **one copy** of the lease registered within two months of its signature. If the landlord does not have the contract registered, or if it is registered too late, all responsibility of any consequences lies with the landlord.

Art. 18 Non-native speaking student – By renting out to a non-native speaking student, the landlord adds an authentic translation of this agreement. Both documents need to be filled out and signed by both parties.

Art. 19 Final conditions – This lease can be further extended with a set house rules concerning order and safety. In that case, the tenant is obliged to conduct him/herself accordingly, provided (s)he has been able to learn about these rules *before* signing the lease. This additional set of rules is also to be signed by both parties and attached to all copies of the lease. Its contents must never be in contradiction to or to the detriment of the stipulations within the lease.

Drawn up in/at (place)
on (date) in **four** original copies of which each party acknowledges to have received one. The top copy is meant for the department of accommodation of the educational institute; the **fourth is for** registration. Signing the copies means that both parties have read all pages of this document, and that they have approved and initialed them. Any adjustments on the backside of this contract are to be made on each of the four copies separately and marked with the initials of both parties!

SIGNATURE OF THE TENANT:.....(1)

SIGNATURE OF THE LANDLORD:.....(2)

1. Unless you have any objections to this, your data will be kept in the Kotweb-database and only used for administration purposes. Complying to the law on protection of personal data you are allowed to look into these data and correct them if necessary. A request to do this should be sent to the Central Kotweb Administration on the following address: Centraal secretariaat Kotweb, Universiteitsplein 1, 2610 Wilrijk.