**Model Contract Leasing Self-contained Residential Space to Youths[[1]](#footnote-1) (July 2016)**

Aedes and Platform31 offer the housing corporations a model contract for leasing to youths. This model is based on the Aedes model lease for independent housing.

Footnotes have been inserted to provide extra information about certain provisions. We draw housing corporations’ attention to the fact that the footnotes are intended to provide more information for lessors when using the model, and that these should be deleted from the final version of the contract.

This Model Contract for Leasing Self-contained Residential Space to Youths was developed by VBTM Advocaten at the behest of the Aedes association of housing corporations and Platform31.

**Model Contract for Leasing Self-contained Residential Space to Youths**

The undersigned:

 ................................................................., having its registered office and business address at …………………… in (postal code) ................................... no. ... to be referred to hereinafter as the ‘Lessor’,

and

1. .................................................................., date of birth: ……….

2. .................................................................., date of birth: ……….

residing at ...................... in (postal code) ..............................

to be referred to hereinafter both individually and collectively as the ‘Lessee’,

**WHEREAS:**

1. The Lessee is a youth as defined in Section 7:274c(2) Dutch Civil Code [*BW*] (hereinafter: ‘DCC’). A youth is understood to be, *inter alia*, a person who has not yet reached the age of 28 years;
2. This lease is temporary in nature;
3. The Lessor may[[2]](#footnote-2) cancel the lease pursuant to Section 7:274(1)(c), read in conjunction with Section 274c, DCC, but not until a date that is at least five years[[3]](#footnote-3) after the effective date of this lease;
4. The Lessee will retain his registration for housing eligibility;[[4]](#footnote-4)
5. Upon the termination of this lease, the Lessee will have no right to replacement housing and/or a defrayment of his removal and fitting-out costs.[[5]](#footnote-5)

**DECLARE THAT THEY HAVE AGREED AS FOLLOWS:**

**Clause 1 The Leased Property**

The Lessor leases to the Lessee, who leases from the Lessor, the residence located at ................ no. ... in .........., including the immovable appurtenances and including the joint use of any green areas located around the complex, and gardens that are considered immovable appurtenances, and the joint use of any common areas, to be referred to hereinafter as ‘the Leased Property’. A description of the Leased Property is included as an appendix.

**Clause 2 Designated Use of the Leased Property**

2.1 The Leased Property is designated for use by youths.

2.2 The Leased Property is also exclusively designated for use as residential space by the Lessee and the members of his household.[[6]](#footnote-6)

2.3 After the termination of this lease, the Lessor will lease the residential space out again to a youth, or a student as referred to in Section 7:274d(2) DCC, or a doctoral candidate [*promovendus*] as defined in Section 7:274e(2) DCC.

**Clause 3 Lease Term**

3.1 The lease enters into effect on ............. for an indefinite period of time, unless the Lessor invokes the ground for termination referred to in paragraph 2 of this clause.

3.2 The Lessor may terminate the lease pursuant to Section 7:274(1)(c), read in conjunction with Section 274c, DCC, but not until a date that is at least five years after the effective date of this lease.

**Clause 4 Price to be Paid by the Lessee**

4.1 The Lessee will have to pay a price each month starting on the effective date of the lease. This price will consist of the rent and an advance on the costs of individually metered utilities and service costs.

Costs of individually metered utilities are defined as: the payment relating to the supply of electricity, gas, and water and for use in the residential part of the Leased Property based on an individual meter located in that part.

Service costs are defined as: the payment for other goods and services supplied in connection with residing in the residential space.

4.2 The rent owed by the Lessee is EUR …

The rent will be adjusted annually in accordance with the manner determined by or pursuant to the law.

4.3 The monthly advance amount regarding the costs of individually metered utilities and service costs is EUR …..

The amount in question comprises the following:

a. cleaning of common areas EUR ..…

b. garden maintenance EUR ..…

c. water use EUR ..…

d. caretaker / community concierge / security guard EUR …..

e. electricity in the common areas and

facilities EUR ..…

f. Lessee maintenance service package EUR ..…

g. glass fund EUR ..…

h. drain clearance fund EUR ..…

i. management and administrative costs EUR ..…

j. ………………………………… EUR ..…

 Total EUR ..…

4.4 The Lessee will pay entire price to be paid for the Leased Property in advance before the first of the month in the manner indicated by the Lessor.

**Clause 5 Administrative Costs and the First Rent Instalment**

Upon signing this contract, the Lessee will pay:

a. administrative costs: EUR ..…

b. the rent and the advance regarding the individually metered utilities and the service
costs for the period from ........ up to and including ........: EUR ..…

Total EUR ..…

**Clause 6 Lessee’s Election of Domicile**

6.1 The Lessee affirms that, for the term of the lease, he elects as his domicile the address of the Leased Property.

6.2 Upon termination of the lease, the Lessee will provide his new address to the Lessor. If the Lessee permanently vacates the Leased Property without providing the new address to the Lessor, the address of the Leased Property will continue to be considered as the Lessee’s domicile.

**Clause 7 Provision of Information Regarding Household Income and Family Composition**

7.1 The Lessee affirms that the information he provided to the Lessor regarding his household income and family composition is complete and correct.

7.2 If the Lessee provides incomplete or incorrect information in a case in which, had he provided correct and complete information, he would not have been eligible to lease the Leased Property, the Lessee must vacate the Leased Property upon the Lessor’s first demand. If the Lessee fails to do so, the Lessor will institute judicial proceedings for the purpose of getting the Leased Property vacated.

**Clause 8 Link to Contract for the Supply of Heating**

The present lease is inextricably linked to the separate agreement which the Lessee is obliged to conclude with the Lessor or a third party regarding the supply of heating. The two contracts therefore cannot be cancelled or terminated independently of one another, in the sense that the termination of the lease for the Leased Property will occur simultaneously with the termination of the contract for the supply of heating.[[7]](#footnote-7)

**Clause 9 The General Leasing Terms and Conditions of the Lessor**

9.1 This lease is subject to the Lessor’s General Terms and Conditions for the Lease of Self-contained Residential Space dated ......

9.2 In deviation from, or in addition to:

* Clause .........
* Clause .........

of the Lessor’s General Terms and Conditions for the Lease of Self-contained Residential Space, the following has been agreed:

* .............................................................................;
* .............................................................................;

**Clause 10 The Appendices to this Lease**

10.1 The Lessee affirms that he/she has received:

a. the Lessor’s General Terms and Conditions for the Lease of Self-contained Residential Space dated ......;

b. the description of the Leased Property;

c. the deed of division [*splitsingsakte*] / the division regulations [*splitsingsreglement*] / the standing rules [*huishoudelijk reglement*];[[8]](#footnote-8)

d. the contract for the supply of heating;

e. ……..................................................

10.2 The appendices referred to in the first paragraph of this Clause constitute part of the lease.

Thus made and signed in duplicate original in ...................... on .............. 20..

Lessor: Lessee:

………. 1. ……….

 2. ……….

1. A youth contract can also be used for housing that is not self-contained. [↑](#footnote-ref-1)
2. The Lessor is not obliged by law to cancel pursuant to the youths clause, but the Lessor may invoke this clause after five years have elapsed (or seven, in the case of an extension). The lease-termination letter must be sent before the expiry of the five-year term, with due observance of the statutory term of notice, but no earlier than the date on which five years (or seven, in the case of an extension) have elapsed. [↑](#footnote-ref-2)
3. Pursuant to Section 7:274c(4) DCC, the parties may, before the expiry of the aforementioned five-year term, agree an extension of no more than two years. In that case, neither party can terminate the lease prior to the end of the agreed extension term. [↑](#footnote-ref-3)
4. Pursuant to the Dutch Housing Allocation Act 2014 [*Huisvestingswet 2014*], the municipal council [*gemeenteraad*] must provide for this in its housing regulations [*huisvestingsverordening*]. For authorised institutions, Section 46(3) Dutch Housing Act [*Woningwet*] explicitly directs that a youth’s registration for housing eligibility as defined in Section 274a(2) DCC will not lapse. [↑](#footnote-ref-4)
5. The Lessor is not obliged to contribute to the costs that removal entails for the Lessee. However, pursuant to Section 7:275(1) DCC, the court can, in cases involving the termination of a lease because the Lessor has urgent need of the premises for its own use, order the Lessor to contribute to the Lessee’s removal and fitting-out costs. [↑](#footnote-ref-5)
6. If so desired, a provision can be inserted stipulating that the Leased Property is designated as a one-person residence. [↑](#footnote-ref-6)
7. Pursuant to the Dutch Heating Supply Act [*Warmtewet*] the Lessee must conclude a separate agreement for the supply of heating, and this no longer constitutes part of the lease. The Lessor may act as the supplier, but so may a third party, such as Nuon. In the latter case, Nuon will conclude the supply contract. [↑](#footnote-ref-7)
8. If the building or complex of which the Leased Property forms part is divided into apartment rights [*appartementsrechten*], then these documents must – if applicable – be added as appendices. [↑](#footnote-ref-8)