**Model Contract for the Temporary Lease of Self-contained Residential Space (July 2016)**

Aedes and Platform31 offer housing corporations a model contract for the temporary lease of self-contained residential space.[[1]](#footnote-1)

Footnotes have been inserted for certain provisions of this lease. 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 the Temporary Lease of Self-contained Residential Space to Doctoral Candidates was developed by VBTM Advocaten at the behest of the Aedes association of housing corporations and Platform31.

**Model Contract for the Temporary Lease of Self-contained Residential Space**

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. This lease is subject to Section 7:228(1) Dutch Civil Code [*BW*] (hereinafter ‘DCC’, which means that the lease will terminate when the agreed period has elapsed without any notice of termination being required;[[2]](#footnote-2)
2. The Lessee will retain his registration for housing eligibility;[[3]](#footnote-3)

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

**Clause 1 The Leased Property**

1.1 The Lessor leases to the Lessee, who leases from the Lessor, the self-contained residential space located at …………………. in ………………………….., and the joint use of the kitchen/toilet/shower area/entrance/hallway(s)/storage areas designated for such joint use, including the joint use of any green areas 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.

1.2 The right to use the aforementioned area(s) designated for joint use and the facilities located there is allocated to the Lessor and the lessors of other self-contained residential space(s) simultaneously and with due regard for one another’s rights.

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

The Leased Property is designated for use as residential space by the Lessee and the members of his family, up to a maximum of …… persons.

**Clause 3 Lease Term**

3.1 The lease is enters into effect on ............. for an definite term of ….. years[[4]](#footnote-4) and will therefore terminate by operation of law on ……………….[[5]](#footnote-5)

3.2 This lease can be terminated by the Lessee before the agreed definite term ends on the date agreed for the payment of rent.

**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 .....

f. electricity in common areas and facilities EUR .....

e. Lessee maintenance service package EUR .....

f. glass fund EUR .....

g. drain clearance fund EUR .....

h. management and administrative costs EUR .....

i. …………………………………. 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.[[6]](#footnote-6)

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

9.1 Unless expressly stipulated otherwise in this lease, 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 the Lessor’s General Terms and Conditions for the Lease of Self-contained Residential Space, the following has been agreed:

* The Lessee, along with the other lessees, is jointly and several liable for any damage that is caused to the area(s) designated for common use during the lease term as a result of his culpable failure to perform an obligation pursuant to this lease. Once it has been established who caused the damage, the Lessor will recover the associated loss from that person;
* ……………..;

**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*];[[7]](#footnote-7)

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. Authorised institutions or other lessors that are not authorised institutions can use this model to lease all self-contained residential space for the purposes of, for example, temporarily leasing to holders of residence permits [*statushouders*]. [↑](#footnote-ref-1)
2. The Lessor is obliged to provide the Lessee with written notice of the date on which the lease term ends by no later than one month, but no earlier than three months, before the lease term ends. If the Lessor fails to do so, then this lease will be converted into a lease for an indefinite term after the agreed term ends. From an evidentiary standpoint, it would be advisable to send this written notification by both registered and ordinary post. [↑](#footnote-ref-2)
3. Pursuant to the Dutch Housing Allocation Act 2014 [*Huisvestingswet 2014*], the municipal council [*gemeenteraad*] must provide for this in its housing regulations [*huisvestingsverordening*]. [↑](#footnote-ref-3)
4. The lease can be concluded for a maximum term of five years or less. [↑](#footnote-ref-4)
5. While the maximum term permitted is, as stated, five years, the parties may opt for a shorter term. The lease cannot be extended by another definite term after the agreed period of five years has ended. Although this is not explicitly prescribed by law, we assume that extending the lease by another definite term would also not be permitted if the parties originally agreed to a term of less than five years. Specifically, the law does state that if, after the end of the lease term of five years or less, a lease is concluded with the same lessee, the latter agreement will be considered an extension of the former lease for an indefinite term. [↑](#footnote-ref-5)
6. 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-6)
7. 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-7)