**Model Contract for the Temporary Lease of #Social Housing# to Particular Target Groups (July 2016)**

Aedes and Platform31 offer the housing corporations a model contract for the temporary lease of self-contained social housing (rental homes) to the particular target groups listed in the relevant ministerial regulation. We emphasise this is a standard model for all target groups identified by law and that, depending on the policy of the relevant housing society, additions or changes may be advisable and necessary for each specific target group. It would be wise to obtain legal advice in this respect to determine whether the desired changes and additions are permissible within the prescribed statutory framework.

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 Social Housing to Particular Target Groups* was developed by VBTM Advocaten at the best of the Aedes association of housing corporations and Platform31.

**Model Contract for the Temporary Lease of Self-contained Social Housing (to particular target groups)**

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 belongs to one or more of the target groups established by ministerial regulation with which authorised organisations may, pursuant to Section 48 of the Dutch Housing Allocation Act [*Woningwet*], conclude leases for a definite term of two years or less;

2. 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;

3. The Lessee will retain his registration for housing eligibility;

**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**

The Leased Property is exclusively designated for use as residential space by the Lessee and the members of his household.

**Clause 3 Lease Term**

3.1 The lease is enters into effect on ............. for an definite term of ….. years and will therefore terminate by operation of law on ……………….

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. ….. EUR .....

 Total EUR .....

**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.

**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:

* 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*];

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. ……….