



Date •  
Tenancy Agreement number •

## Tenancy Agreement

The undersigned:

**Woonstichting De Key**, with its registered office and business address in Amsterdam at  
Hoogte Kadijk 179  
hereinafter referred to as: 'the landlord'

AND

**NAME**, DATE OF BIRTH, NAME OF UNIVERSITY (certificate of registration number:  
.....)  
hereinafter referred to as: 'the tenant'

whereas:

### **Preamble to doctoral candidate contract**

- The landlord is an approved institution as defined in the Housing Act, among whose specific focus areas is student and doctoral candidate housing;
- Housing is designated for doctoral candidates (Section 274(e) of Book 7 of the Dutch Civil Code);
- In order to realise this objective, the landlord has specifically allocated a number of housing units in its possession, including the housing unit presently being referred to, for the housing of persons who are enrolled as doctoral candidates at a research/education (higher professional education, university) institution in Amsterdam and environs (Amsterdam Regional Body [ROA] area). A doctoral candidate is defined as someone who is preparing to obtain a doctorate as referred to in Article 7.18 of the Higher Education and Research Act;
- Because turnover in the housing units designated to the doctoral candidates is necessary in order for the landlord to be able to achieve its objectives in the longer term, without prejudice to the legal rules, the landlord wishes to limit the term of lease of its units allocated to doctoral candidates to the period of the doctoral process plus 3 months, plus 1 month per year that the tenancy agreement has lasted, to a maximum extension of 6 months;
- On entering into the tenancy agreement, the tenant has demonstrated that he/she is enrolled as a doctoral candidate at a research/educational institution as referred to in the second recital above. Moreover, within three months of a written request on the part of the landlord (who may submit such a request annually) for the tenant to produce a statement from the educational institution in question which makes clear that he/she is preparing to obtain a doctorate as referred to in Article 7.18 of the Higher Education and Research Act, the tenant will produce such a statement.
- The tenant is aware that, once the tenant's doctoral process has ended, the landlord will as quickly as possible make the housing accommodation available for the housing of another doctoral candidate who is enrolled at a research/educational institution as referred to in the third recital above. The tenant agrees to this objective;
- The tenant is aware that the landlord will end the tenancy agreement within six months of the termination of his/her enrolment as a doctoral student at a research/educational institution. The tenant makes every effort and does everything possible to increase his/her chances of finding appropriate replacement housing after his/her doctorate has been obtained.

have agreed as follows:

#### **Article 1. The rented housing**

- 1.1. The landlord lets to the tenant, who leases the room at **ADDRESS, POSTCODE in AMSTERDAM**, including appurtenances and the joint use of any green strips around the complex, and gardens which may be considered appurtenances and the joint use of any common areas, hereinafter referred to as: the rented housing.
- 1.2. The agreement takes effect on **STARTDATE** and is open-ended, subject to the proviso that the total tenancy period during which the landlord wishes to provide the tenant with the quiet enjoyment of this or another of the landlord's student housing units under a tenancy agreement is no longer than the duration of study and a maximum extension of six months, as indicated in the fourth recital above.
- 1.3. Both the tenant and the landlord may terminate the tenancy agreement by giving notice.
- 1.4. Should the tenant fail to provide notice of termination of the tenancy agreement following the discontinuation, completion or termination by other means of his/her study within six months of the expiry of the tenant's maximum period of enrolment at the educational institution, the landlord will provide the tenant with notice of termination of the tenancy agreement on the grounds that it urgently needs the rented housing for its own use, i.e. to let to a day student seeking a house.
- 1.5. The tenant is obliged to immediately inform the landlord in writing of the termination of the tenant's enrolment as a day student at any further education institution as referred to in the third recital above. The tenant is also obliged to immediately

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inform the landlord in writing if at any point he/she enrolls as a day student at another educational institution than that at which the tenant was enrolled on commencement of the tenancy agreement.

- 1.6. Should the tenant fail to inform the landlord in accordance with the foregoing paragraph, the parties consider that a failure in the performance of this tenancy agreement which justifies termination of the tenancy agreement.
- 1.7. Notwithstanding the provisions of Articles 1.5 and 1.6, the tenant states not to have any objection to the provision of information to the landlord by the educational institution as referred to in the third recital concerning whether or not he/she is enrolled at the educational institution. The tenant is obliged to provide information to the landlord in writing at the latter's request to the effect that the tenant is enrolled as a day student at an educational institution such as referred to in the third recital.

#### Article 2. **The rent and additional costs**

- 2.1. The tenant's monthly payment obligation is **€ rent** and consists of:
  1. the rent for the sole use of the rented housing and
  2. the remuneration for the additional supplies and services (=service costs).
- 2.2. The rent for the sole use of the rented housing is **€ nett** per month. Should the Minister responsible for Public Housing set a different rent, that rent applies instead of the rent referred to in this agreement from the date set for it to apply.
- 2.3. The rent may be changed in accordance with the rules set out in the Dutch Civil Code and the Housing Rents (Implementation) Act.
- 2.4. Should the rented housing be self-contained accommodation with a decontrolled rent, then the most recently applicable rent is raised by the inflation rate as published by Statistics Netherlands (CBS) on 1 July of the year in which the rent change takes place. This amount is increased by a mark-up of no more than 7%;
  1. the amount of the variable mark-up is set on the basis of the value of the rented housing as established on the basis of the Valuation of Immovable Property Act;
  2. the changed rent applies even when the tenant has not been informed specifically of the change;
  3. if the CBS refrains from announcing the price index referred to or changes the basis of the calculation thereof, a price index as similar as possible to it will instead be applied. Should the CBS completely cease its activities, a price index of the CBS's successor in title or a body with a comparable function, which is as much adjusted or similar as possible, will be applied.
- 2.5. On conclusion of this agreement, the advance payment on the service costs is **€ servicefee** per month. This amount consists partly of annually deductible advance payments on the actual costs and, for the remainder, from fixed fees. An overview of the additional supplies and services to the tenant to be arranged by or on account of De Key is attached to this agreement as an appendix.
- 2.6. The actual costs and the fixed fees for the additional costs for supplies and services are charged annually. Should the rented housing constitute part of a complex and the supplies and services also concern the other spaces occupying this complex, De Key will establish what it deems to be a reasonable share in the costs to be charged to the tenant. In doing so, De Key does not have to take into account the circumstance that the tenant makes no use of one or more of these supplies or services.
- 2.7. If necessary, De Key changes the advance payment amount for the service costs, with due observance of the applicable statutory provisions. In case of a change to the extent and/or type of the supplies and services, the tenant receives the calculation underlying the change, or an overview of the service costs charged in the previous year.



- 2.8. Payment of the rent and service costs owed must be made in advance each month before the first day of the month. Should rent arrears arise, each rent payment is first used to pay the balance of the debt.
- 2.9. The tenant agrees that the price to be paid for the rented housing is collected automatically by De Key in its entirety via a bank giro or Postbank direct debit mandate. This mandate must be in De Key's possession prior to the commencement of the tenancy agreement. Should the monthly rent payment take place at any time by other means than by direct debit, De Key is entitled to charge the reasonable costs of this to the tenant.
- 2.10. Annually, no more than six months from the end of a calendar year, De Key provides the tenant with an overview broken down by type of the service costs charged in that calendar year, stating the method of calculation thereof. Should costs be charged to De Key which do not pertain to a calendar year, but to another twelve-month period, constituting a financial year ending within the last calendar year, De Key includes the costs from that other period in the overview in question. In case of termination of the tenancy agreement, the aforementioned overview applies to the period of the calendar year which has already ended at the moment of the termination.
- 2.11. At the tenant's request, for a month after the overview has been issued, De Key offers him/her the opportunity to inspect the books and other business documents, or copies thereof, on which the overview is based.
- 2.12. If the amount charged is lower than the advance payment paid by the tenant, the difference will be set off against the rent owed. If the amount is higher than the advance payments, the tenant will pay back the amount he/she owes to De Key within a term to be specified by De Key.
- 2.13. Any setoff such as that referred to in Article 2(11) will take place at the end of the tenancy agreement. It is here assumed that, each month, one twelfth of the annual service costs are incurred by the tenant.
- 2.14. In order to limit the extent of the service costs, De Key is entitled to close down the collective central heating installation in the months June, July and August, but will not do so in any given dwelling or complex if at least 30% of the tenants make a written request to keep the collective central heating installation running during these months.
- 2.15. Should De Key wish to change one or more of the supplies and/or services pertaining to the package agreed, or to extend or reduce the agreed package, or change the method of calculation and/or the amount of the advance payment, the tenant declares that he/she agrees to this in advance, provided:
  1. De Key's interest in the change, extension or reduction is such that the tenant, having taken into consideration the interests of both parties, may not reasonably withhold his consent therefor, and
  2. De Key has informed the tenant and (where such exists) any representatives of the tenants of the change, extension or reduction in a timely manner, and has held consultations with the tenant and representative of the tenants, and
  3. the change, extension or reduction of the package or the method of calculation and/or the amount of the advance payment does not fundamentally deviate from that which has been agreed between the parties.
- 2.16. The tenant is in any case bound to the change, extension or reduction, or the change to the method of calculation and/or the amount of the advance payment, if this applies to supplies or services which may only be supplied to a number of tenants combined, and at least 70% of those tenants has agreed to it. A tenant who has not agreed to the change, extension or reduction or the change to the method of calculation and/or the amount of the advance payment may, within eight weeks of De Key's written notification that agreement has been reached with at least 70% of the tenants, demand a court decision concerning the reasonableness of the

- proposal. If the tenant fails to do so, then he is bound to De Key's proposal.
- 2.17. Should the tenant wish to change one or more of the supplies and/or services pertaining to the agreed package, or wishes to change, extend or reduce the package of supplies and/or services agreed, De Key declares to agree thereto in advance, provided:
1. the interest of the tenant in the change or extension or reduction is such that, having taken the interests of both parties into consideration, De Key may not reasonably withhold its consent therefor, and
  2. the proposed change, extension or reduction may only be realised per complex or per part thereof, and
  3. at least 70% of the tenants within the complex or part thereof in question have agreed to the proposed change, extension or reduction or the change to the method of calculation and/or the amount of the advance payment.
- 2.18. In the cases referred to in Article 2, paragraphs 14, 15 and 16, the tenant is obliged to abide by any increases in the costs arising therefrom and the monthly advance payment amount based thereon, insofar as such an increase is reasonable and in accordance with the statutory rules applicable thereto. The increase will enter into effect on the first day of the month subsequent to that in which the change or extension has taken place.

### Article 3. **The landlord's obligations**

- 3.1. On the date agreed, except in case of force majeure, the landlord puts the rented housing at the tenant's disposal. The landlord ensures that the rented housing is well-maintained and that the facilities provided therein function properly.
- 3.2. On commencement of the rental, a list of findings (inspection list) is drawn up by the landlord and tenant jointly, concerning the state of the rented housing and the facilities present therein. Both the tenant and the landlord receive a copy signed by both parties. The inspection list constitutes part of the agreement and is attached as an appendix to this agreement. Should, for any reason, no inspection list be drawn up, then the tenant will still inform the landlord in writing of any defects observed in the rented housing within eight days of commencement of the tenancy period, in the absence of which the tenant is assumed to have received the rented housing in good condition, undamaged and without defects.
- 3.3. at the tenant's request, the landlord is obliged to remedy defects to the rented housing or the facilities present therein, unless this is impossible or demands expenses which the landlord cannot reasonably be expected to incur in the given circumstances. Any necessary work will be carried out by the landlord only on the basis of a standard version of the rented housing.
- 3.4. Should the landlord be in default in respect of remedying the defects as referred to in the previous paragraph, then the tenant is entitled to carry out the necessary repair(s) himself/herself, or have these carried out on its behalf by a third party, and to recover the costs hereof, where reasonable, from the landlord, deducting these from the rent, if desired. Before the tenant proceeds to carry out the necessary repair(s), he/she informs the landlord thereof in writing, specifying the work to be carried out, the costs associated therewith and the inconvenience which the work may or will cause persons living in the vicinity.
- 3.5. The obligation referred to in paragraph 3 applies neither to the small repairs which the tenant is obliged to carry out, nor to defects regarding whose occurrence the tenant is liable in respect of the landlord.
- 3.6. If work is necessary in or to the rented housing as a result of omission, negligence, overcrowding or incorrect use by the tenant, or by third parties who use the rented housing with his/her consent or who are present in the rented housing, all costs associated with this work are charged to the tenant, regardless of the type and extent of the work.

- 3.7. With the exception of any obligations based on a statutory provision and/or requirements of reasonableness and fairness, the landlord is not obliged to safeguard the tenant against obstacles of a factual nature inflicted on the tenant by third parties.

**Article 4. Obligations of the tenant**

- 4.1. The rented housing is designated for use by the tenant as housing accommodation. The tenant is not permitted to allow other persons to live in or to designate another use for the rented housing.
- 4.2. The tenant must actually use the rented housing himself/herself as his/her principal residence, and do so properly and in accordance with its designated use. In doing so, he/she will observe the landlord's regulations in respect of the use of the rented housing and the installations and facilities which are located in the rented housing. Use as a pied-à-terre with a principal residence elsewhere is not permitted. The burden of proof that he/she has lived at the dwelling as an uninterrupted main residence lies with the tenant.
- 4.3. The tenant will provide the rented housing with appropriate carpeting, curtains and furniture.
- 4.4. Should the rented housing include a garden, the tenant is obliged to use and maintain the garden properly. The tenant is not permitted to use the garden, balcony or terrace to store any kind of articles whatsoever. The tenant is also not permitted to use the garden, balcony or terrace to store and/or repair vehicles, including motor vehicles.
- 4.5. The tenant is not to put any articles in or on the common areas.
- 4.6. The tenant disposes of his/her household waste according to the rules set by or on behalf of the government.
- 4.7. Without the prior written consent of the landlord, the tenant is not permitted to sublet any part of the rented housing or to make it available to third parties for use. This includes subletting, reletting, making available, letting of rooms and the provision of board and lodging or the renunciation of rent. Permission granted by or on account of the landlord is one-off and does not apply to other or subsequent cases. "Making available to third parties to use" is considered equivalent to subletting in the broadest sense. The rented housing is designated exclusively for use as residential accommodation. The tenant is not authorised to designate any shed, storage space, attic or suchlike appurtenant to the rented housing as residential and/or habitable space.
- 4.8. Should the tenant act contrary to the provisions of 4.7, he/she incurs an indirect penalty in respect of the landlord equal to three times the rent applicable to the tenant at that time per day, with a minimum of € 45 per day, for each calendar day that the breach continues, without prejudice to the landlord's right to claim performance or demand termination for breach of contract, as well as to claim compensation, where the damage exceeds the penalty. Moreover, the tenant must surrender to the landlord all unlawfully obtained income from the letting of the room let by the tenant or any part thereof. The landlord's housing association maintains the right at all times to investigate whether a tenant is acting contrary to this paragraph. The tenant must cooperate in this. The burden of proof that the tenant has maintained his/her principal residence at the rented housing uninterruptedly lies with the tenant.
- 4.9. The tenant is not permitted to waive and/or transfer the rights and obligations ensuing from the tenancy agreement to another party, unless he/she has obtained the landlord's prior written consent to do so.
- 4.10. Should the tenant act in contravention of the provisions of the last paragraph, he/she incurs an immediately payable penalty in respect of the landlord, per calendar day that the breach continues. The penalty is equal to three times the rent

applicable at that time per day, with a minimum of € 500 per day, without prejudice to the landlord's right to claim performance or demand termination of the tenancy agreement and/or claim compensation.

- 4.11. The tenant must ensure that no inconvenience, danger or nuisance occurs to those living in the vicinity as a result of the behaviour of the tenant or third parties who use the rented housing or are present there with his/her approval.
- 4.12. Should the tenant discover defects or damage to the rented housing, or any third party disturb his/her enjoyment or claim any right to the rented housing, the tenant is obliged to inform the landlord thereof immediately in writing, in the absence of which the tenant will compensate the landlord for the damage arising from his/her failure to do so.
- 4.13. The tenant will refrain from behaviour which causes damage to the rented housing, the installations and facilities present therein, the common areas and to neighbouring dwellings and housing units.
- 4.14. The tenant is obliged to take adequate measures to prevent damage to the rented housing as a result of fire, storm, flooding, frost and other emergencies, in the absence of which, the tenant will compensate the landlord for the damage arising from his/her failure to do so.
- 4.15. The tenant must be connected to the regular energy sources. The tenant is not permitted to use alternative energy sources.
- 4.16. The tenant refrains, in the rented housing, from cultivating and/or trading in hemp plants and/or any other plant or narcotic mentioned in the Opium Act and in the lists pertaining to this Act.
- 4.17. Where the building or complex of which the rented housing is part is divided into apartment rights, the tenant is obliged to comply with the provisions concerning its use stated in the deed of division and the property division regulations. Should a provision be concluded that is contrary to the tenancy agreement or any arrangements therein, the provision in question prevails over the tenancy agreement and the tenant is obliged in respect of the landlord to comply with the provision.
- 4.18. The tenant is obliged to report the address of the rented housing to the municipal authority in which the rented housing is situated as his/her home address. At the landlord's request, the tenant will provide documentary evidence thereof.
- 4.19. Keeping pets in the rented housing is not permitted.

#### Article 5. **Tenant obligation to maintenance and repairs**

- 5.1. Minor repairs in, on or to the rented housing are at the tenant's expense. This work is described in a separate overview entitled "Maintenance to your room/dwelling", which is attached as an appendix to this agreement.
- 5.2. The tenant carries out the work at his/her expense in accordance with the requirements of sound work. In doing so, the tenant complies with the regulations of the landlord and the government. Should these regulations not be complied with or should the work not be carried out – or be carried out incompetently - such that direct damage to the rented housing or to third parties is caused - or is threatened - as a result, the landlord is entitled to carry out the intended work at the tenant's expense (or have a third party carry it out), without judicial intervention being required to do so. Moreover, all other costs resulting from incompetent implementation are at the tenant's expense.

#### Article 6. **The making of changes and additions by the tenant**

- 6.1. Without the landlord's prior consent, the tenant will not make any changes to the rented housing or appurtenant facilities, unless the changes or alterations are such that these may be reversed and removed at the end of the rental without appreciable expense. If the rented housing is designated as a nationally or

- municipally listed building, then the prior written consent of the landlord is required at all times in order to make changes.
- 6.2. The landlord grants the permission referred to in the previous paragraph if, in any case, the proposed change does not affect the letting potential of the rented housing and does not lead to a reduction in the rented housing's value.
  - 6.3. The landlord will refuse the consent referred to in paragraph 1 if, in any case, the proposed change:
    1. may inflict or lead to damage to the rented housing, and/or
    2. leads to a reduction in the value of the rented housing, and/or
    3. complicates effective housing management, and/or
    4. may endanger the letting potential, and/or
    5. may cause nuisance or inconvenience to third parties, and/or
    6. is contrary to any statutory provisions, including the provisions of bodies or institutions with competence in relation hereto, and/or
    7. In case of changes to the exterior of the rented housing (including the placement of an antenna or dish) the tenant always requires the landlord's prior written consent, including when the changes are such that these can be reversed and removed at the end of the tenancy agreement without appreciable expense.
  - 6.4. The landlord may attach conditions to any consent to be granted, in respect of the materials to be used, the method of implementation, maintenance, insurance, taxation and fees as well as terms and conditions concerning transfer at the end of the rental.
  - 6.5. When granting its consent, the landlord will make known whether the change(s) must be undone at the end of the agreement. Where the landlord requires reversal, it is authorised to demand a guarantee for the fulfilment of that obligation.
  - 6.6. Changes which the tenant has made without the landlord's prior written consent, or which are contrary to the terms and conditions attached by the landlord to its consent, will be undone by the tenant at the landlord's request. Should the tenant remain in breach thereof and the character of the change be such that, as a result, direct damage is caused to the rented housing or third parties, the landlord is then entitled to carry out the necessary work (or have this carried out by a third party) at the tenant's expense, without judicial intervention being required.
  - 6.7. the landlord will inform the tenant of its decision in writing and, where no consent is granted, providing substantiation.
  - 6.8. The tenant is obliged to maintain and repair the changes he/she has made. The landlord is liable neither for defects in the changes made by the tenant, nor for any damage arising as a consequence thereof.

#### **Article 7. The making of changes and additions by the landlord**

- 7.1. When compulsory provisions are issued to the landlord by the government to make changes, alterations or improvements to the rented housing separately, or to the complex of which the rented housing constitutes a part, the tenant declares he/she will permit such changes in, on, to or around the rented housing. This obligation equally applies when the landlord desires to carry out urgent work on the rented housing, or if the landlord must allow something in favour of neighbouring land pursuant to Article 56 of Book 5 of the Dutch Civil Code. The landlord will inform the tenant in a timely manner concerning the character and content of the work, the date of commencement and the duration of the work. The landlord ensures that the inconvenience to the tenant resulting from the work will be limited to the greatest possible extent. In urgent cases, the landlord is entitled to enter the rented housing, if necessary without prior consultation with the tenant. The tenant has no right to reduction of the rent, termination of the tenancy agreement and/or compensation.



- 7.2. Should the landlord desire to change, alter or improve the rented housing, complex, or part of the complex of which the rented housing comprises a part, by means other than the case referred to in the previous paragraph, then the tenant will permit such changes, alterations or improvements and the corresponding work, including where this is to be carried out in the rented housing itself. The tenant has no right to reduction in rent, termination of the tenancy agreement and/or compensation.
- 7.3. Before commencement of the implementation of the work referred to in the previous paragraph, the landlord makes a written proposal to the tenant in which the nature and content of the work, the date of commencement of implementation and the duration of the work are stated. The proposal also states the reasons why the landlord wishes to carry out the work and the consequences which the changes will have for the rent and/or the service costs. Should the work referred to in paragraph 2 relate to ten or more dwellings which comprise a structural unit, the proposal is considered reasonable if, in any case, at least 70% of the tenants have agreed to the proposal.
- 7.4. Should the tenant not agree to the proposal as referred to in the previous paragraph, he/she may demand a decision from the courts concerning the reasonableness of the proposal within eight weeks of the landlord's written notice that 70% or more of the tenants have agreed to the proposal, in the absence of which the tenant is bound to the landlord's proposal and will have to accept the work resulting therefrom.
- 7.5. The tenant's acceptance of a proposal by the landlord as referred to in this article does not mean that the landlord is obliged to carry out the work proposed in the proposal (or have a third party do so).
- 7.6. Where the landlord has taken measures and/or made changes to the rented housing or to the complex of which the rented housing comprises a part, as a result of which the dwelling's comfort is deemed to have increased, the landlord is entitled to increase the rent by an amount in reasonable proportion to the costs incurred by the landlord for the measures and/or changes, with the proviso that the new rent may not be higher than that considered reasonable when the relevant applicable statutory provisions are applied. The tenant will accept and pay the rent increase from the first month subsequent to that in which the measures and/or changes have been completed.
- 7.7. The foregoing paragraphs do not affect the landlord's entitlement to give notice to quit the agreement on the grounds that it urgently requires the rented housing for renovation, including demolition with new replacement housing, to the extent that such falls under the statutory grounds for giving notice to quit stated in Article 274 of Book 7 of the Dutch Civil Code.

#### **Article 8. Access to the rented housing, obligation to tolerate**

- 8.1. At the landlord's request, the tenant will provide persons appointed by the landlord with the opportunity to view the rented housing, either in relation to checking for potential defects, or in relation to the implementation of work.
- 8.2. The visits and work referred to in the previous paragraph are announced in advance, within a reasonable time frame. With the exception of urgent cases, they are carried out on working days, between 8 a.m. and 6 p.m.
- 8.3. On notice of termination, the tenant is obliged to enter a viewing date and viewing time on the landlord's website. The departing tenant is obliged to be present at the viewing time entered by him/her and to show the candidate tenants the dwelling/room. Should the tenant be absent during the viewing or fail to allow a viewing, he/she immediately incurs a penalty of € 100.

## Article 9. **Liability**

- 9.1. De Key is not liable for damage to the tenant, or third parties who are present in the rented housing, or property, due to weather conditions, floods, rises or falls in the ground water level, natural disasters, nuclear reactions, conflicts, wars, attacks and other emergencies.
- 9.2. The tenant is liable for damage to the rented housing which occurs during the tenancy period, where such damage is the result of a failure which is attributable to him/her to perform an obligation under this agreement and the law. All damage is presumed to have arisen as a result thereof. Exclusively for the purposes of this article, the rented housing is considered to include, among other things, the pipes, cables and tubes present in the ground which are appurtenant to the rented housing.
- 9.3. The tenant is obliged to take out and maintain adequate household contents insurance. Damage which falls within the scope and coverage of the insurance taken out by the tenant is in principle not compensated by De Key.
- 9.4. The tenant is liable for all costs and damage incurred by De Key and the tenant will indemnify De Key against all third-party claims caused by or relating to objects introduced by the tenant. In any case, all already and as yet to be incurred costs on the part of De Key in relation to the removal, transport and potential storage of the objects are at the tenant's expense, as are all costs in relation to the restoration to the original state of the rented housing's exterior. Damage falling under the scope and coverage of the insurance taken out by the tenant and damage which usually falls under the scope and coverage of household contents insurance is in principle not compensated by De Key.

## Article 10. **Termination of the tenancy agreement by giving notice**

- 10.1. The tenant may terminate the tenancy agreement by giving notice on any day of the month. Termination by giving notice is made by registered letter, bailiff's notification or filling in a complete notice of termination digitally on the landlord's website.
- 10.2. Only fully filled in notices of termination are accepted for processing.
- 10.3. The termination notice period which the tenant must observe is one month, whereby the last rent day may not fall during a weekend or on an official public holiday. In such cases, the first working day after a weekend or official public holiday will be the leaving date.
- 10.4. The termination notice period to be observed by the landlord is three months. This period is extended by a month for each year that the tenancy agreement has lasted, to a maximum of six months. The landlord's notice of termination is given on the first day of a calendar month.
- 10.5. The tenant and the landlord may at any time terminate the agreement by mutual consent on a date to be determined by them to that end.

## Article 11. **Delivery of the rented housing by the tenant**

- 11.1. The tenant will completely clear the rented housing by the end of the tenancy agreement and, handing over all keys and any code cards, make it available in the same condition as stated in the inspection list which was drawn up on commencement of the tenancy agreement, subject to normal wear and tear and permitted changes. In the absence of an inspection list, the tenant will transfer the rented housing clean, undamaged, entirely cleared, free of duties and in good condition, handing over all keys and any code cards.
- 11.2. Should the rented housing not be delivered correctly, then costs may be charged. In case of failure to hand in the keys on time, a fine of € 150 will be charged.
- 11.3. In respect of changes made by the tenant during the tenancy period, the following rules will apply at the end of the rental:

1. the landlord may demand that changes made by the tenant without its consent be reversed;
  2. the landlord may demand that changes made with its consent may also be reversed:
    1. should, during the granting of consent, the landlord or the courts have set the condition that these changes must be reversed at the end of the rental or have set conditions which the tenant has failed to meet or meet adequately, or
    2. should the tenant have failed to observe the conditions set out in the brochure "Alteration of your dwelling", or to do so adequately, or
    3. should the tenant fail to have met his/her maintenance obligation as set out in Articles 5 and 6 of this agreement.
- 11.4. The tenant is entitled at all times to reverse changes he/she has made, provided such is done without damage to the rented housing and the rented housing is restored to a state which may reasonably be considered to correspond with the original.
- 11.5. Articles left behind following the end of the tenancy agreement, the delivery of the rented housing or the clearance of the rented housing are considered to have been given up by the tenant. The landlord is free to dispose of these articles as it sees fit, without any liability on its part. The landlord is entitled to remove, sell, destroy or store the articles at the tenant's expense, unless the landlord is aware that the subsequent tenant has taken the articles over. The landlord is not obliged to take the articles left behind into custody.

**Article 12. Participation and consultation; disputes**

- 12.1. On the basis of the provisions of Article 18 of the Subsidised Rented Sector (Organisations) Decree, the landlord provides the tenant with the opportunity to express his/her opinions on subjects of policy which are of considerable importance to tenants, in accordance with the provisions of the Regulations of the landlord applicable in relation thereto at any given time, which regulations do not comprise part of this tenancy agreement.
- 12.2. On the basis of the provisions of Article 16 of the Subsidised Rented Sector (Organisations) Decree, the tenant may submit complaints and disputes to a Commission established for that purpose, in accordance with the provisions of the Regulations of the landlord applicable in relation thereto at any given time, which regulations do not comprise part of this tenancy agreement.
- 12.3. At the tenant's request, the landlord sends him/her the text of the Regulations referred to in Article 12, paragraphs 1 and 2.

**Article 13. Default**

- 13.1. Should the tenant, on having been provided with written notice of default, continue to fail attributable to fulfil any obligations that rest with him/her under the law and the tenancy agreement, all costs and damage arising therefrom are charged to the tenant. These costs include the costs of any demand, notice of termination, collection (including any income tax owed), the enforcement agent and the landlord's lawyer.
- 13.2. The tenant owes statutory interest on the principal owed from the day on which the default occurs.

**Article 14. Continuation of the tenancy agreement**

- 14.1. Should the tenancy agreement be continued on the basis of Articles 266 (spouse or registered partner), 268 (death of tenant) or 269 (sub-letting) from Title 7.4 of the Dutch Civil Code, the person who continues the tenancy agreement is obliged to inform the landlord hereof immediately in writing. In the absence of such

notification (provided in a timely manner), the person who continues the tenancy agreement owes an immediately payable penalty to the landlord of € 50 per day, from the day on which this notification could have been made until the day that the landlord observes that the tenancy agreement has been continued on the basis of one of these statutory provisions.

**Article 15. Choice of an address for service**

15.1. The landlord may consider the rented housing's address as the tenant's only correct address, as long as the tenant does not inform it to the contrary. The tenant selects the rented housing as an address for service for everything related to the implementation of this agreement, except when the tenant has no place of abode in the rented housing and at the same time has no known actual place of abode in the municipality in which the rented housing is situated.

**Article 16. Invalidity**

16.1. If any provision of this agreement is partly or entirely invalid for any reason whatsoever, then the remainder of the agreement remains in full force, while, where the invalid provision is concerned, the parties are deemed to have agreed to that which most closely approximates the legal purport of the invalid provision.

**Article 17. Registration of personal data**

17.1. The tenant hereby gives the landlord permission to record and process his/her personal data and those of his/her partner in a registration of personal data, or to have a third party do so. The landlord uses the tenant's contact data for internal purposes and for customer surveys commissioned by the landlord. The data will be handled in accordance with the Personal Data Protection Act. If you have a secret telephone number and/or object to your telephone number being provided to a research agency, then you may inform the landlord of this.

**Final stipulation**

As a service, this agreement has been drawn up in the Dutch as well as the English language. The translation into English has been made with the greatest possible care. In the event of any disputes about the interpretation of this agreement, the Dutch text shall prevail.

**N.B.: This tenancy agreement is signed digitally.**