

# TENANCY AGREEMENT FOR STUDENT ACCOMMODATION – ACADEMIC YEAR ..... / .....

① Complete the text, check the applicable boxes; all alterations must be initialled by the parties.

## LANDLORD

**Natural person:** name: ..... first names: .....  
living in (main place of residence) street: ..... no.: .....  
postal code: ..... municipality: ..... place and date of birth: .....  
..... national number: .....

**Partnership:** name: ..... company registration no.: .....  
with head office in: ..... no.: ..... postal code: .....  
municipality: ....., in this matter legally represented by: name: .....  
first names: ..... capacity: .....

**Obligatory:** e-mail: ..... telephone: .....

## TENANT(S)

name: ..... first names: .....  
living in (main place of residence) street: ..... no.: ..... postal code: .....  
municipality: ..... country: .....  
e-mail: ..... telephone: .....  
place and date of birth: ..... national or identity card no.: .....  
institution of higher education: ..... degree programme and programme year: .....  
student card no.: ..... IBAN: ..... BIC: .....

name: ..... first names: .....  
living in (main place of residence) street: ..... no.: ..... postal code: .....  
municipality: ..... country: .....  
e-mail: ..... telephone: .....  
place and date of birth: ..... national or identity card no.: .....  
institution of higher education: ..... degree programme and programme year: .....  
student card no.: ..... IBAN: ..... BIC: .....

have agreed to the following:

## PART 1: IDENTIFICATION OF THE RENTED PROPERTY, FINANCIAL AGREEMENT

### Art. 1. Identification of the property

The landlord lets out:

a student room  a studio  a flat  
 furnished  unfurnished

to be occupied by:  1 person  ..... persons, situated at the following address:

street: ..... no: .....

postal code: ..... municipality: .....

at the  front  back of the building,  
on the ..... floor, with room number .....

The tenant and landlord agree that this contract will be subjected to the specific provisions concerning the housing of students (articles 253 to 256 Brussels Housing Code).

The tenant declares that the accommodation will be used for study purposes only and that he will not have his main place of residence in the aforementioned accommodation, which is explicitly forbidden, barring the landlord's written approval and if the tenant can prove a particular interest. The tenant is assumed to have viewed the accommodation beforehand.

When this contract is signed, the tenant will provide a certificate of regular registration at an institution which provides secondary or higher education, or the central board of examiners, and this for the entire duration of this rental agreement or at least for a considerable period of it. In case the rent will be renewed (article 5), a new certificate will be handed over to the landlord ultimately one month before the renewal.

The tenant who does not possess a certificate as described in the previous paragraph will have to provide a copy of his application or a sworn statement that he will file such an application. In this case, the tenant will provide to the landlord a certificate of regular registration at an institution which provides secondary or higher education, or the central board of examiners within two month of the commencement of this rent or the renewal as provided by art. 5.

The tenant must be a registered student of one of Brik's partner institutions and the landlord must be registered as a homeowner with Brik.

### Art. 2. Description of the condition of the accommodation

During the first 14 days of the actual occupation of the housing unit, an extensive description of the condition of the accommodation must be drawn up, with both parties present and at shared expense. The same must be done at the end of the tenancy. When no such description of the condition of the accommodation could be drawn up as a result of an action by, or of negligence of the tenant, it is assumed that the accommodation was in good condition when the tenant took up residency there.

This description will also provide the individual meters for the rented property (both the number of the meter as the meter reading).

### Art. 3. Duration + definition of a rental month

The rental period is ..... rental months (maximum 12 months). This period begins on: ..... and ends on .....

A rental month begins on the ..... of the calendar month and ends on the ..... of the following calendar month.

### Art. 4. The end of the tenancy agreement

This rental agreement will end on the date provided by article 3, this either without a termination notice in case the tenant decides to leave the property or, in case the landlord wishes to terminate the contract, through a termination notice preceding the end date at least three months.

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Unless otherwise agreed, the tenant must completely vacate the accommodation by that time, clean it and personally return the keys to the landlord. When a new agreement with the same student is concluded, both parties decide in mutual agreement to what extent the accommodation has to be vacated. The keys must always be returned to the

landlord upon termination of the rental period. If the parties do not arrange to meet so that the keys can be returned in person, the tenant must send them to the landlord by registered mail on the day the tenancy agreement expires, at the latest.

The conditions for premature termination of this contract are stated in art. 19.

### Art. 5. Renewal of the rent

In case the tenant remains without opposition of the landlord in the rented property once the end date of the rent has passed (as provided in art. 3), the rental agreement is considered to be:

- renewed for a period of 12 months under the same conditions as the original rent in case the original rent was concluded for a period of 12 months.
- originally concluded for a period of 12 months, starting from the date on which the original rent has commenced, this in case the original rent was concluded for a period of less than 12 months and no termination notice has been given.

### Art. 6. Composition of the rent

The total rent of this tenancy agreement is € ..... or € ..... a month. This amount does NOT cover:

- fixed monthly costs € .....
- the energy consumption which is charged at cost to the individual tenant. For this, a monthly advance of € ..... is charged. Upon termination of the tenancy agreement – and if necessary at an earlier moment – the landlord must provide a detailed breakdown of costs.

Meters (gas, water, electricity):

- present
- not present

In case there are individual meters, their identification-numbers are:

- ..... (gas);
- ..... (water);
- ..... (electricity).
- other: .....

The rent can be adapted, once a year on the date of the anniversary of the rent, to the general cost of living. This under the conditions provided by article 1728bis of the Civil Code. This indexation can only be demanded once the party who wishes to adjust the rent, has informed the other party of his intent by letter. The indexation can only work retroactively for the three months preceding the one in which the written demand of indexation has been made.

### Art. 7. Method of payment – default of payment

The rent, viz. € ..... is deposited monthly, within the first five calendar days after the start of the rental month, at the latest, into the IBAN: .....

In the name of .....

In case of non-payment of rent, costs or charges, a yearly interest of 7% will be charged by right and without prior notification of default from the 15th day after the due date. A written reminder (extra cost: € 15) will be sent after 15 days arrears.

## Art. 8. Deposit

The deposit is the equivalent of:  1 month's rent  2 months' rent  no deposit.

Within 7 working days after signing the tenancy agreement, the tenant will pay the deposit of € ..... by:

depositing the amount due into an individualized and frozen bank account of a financial institution, in the tenant's name.

depositing the amount due into a bank account of a financial institution, belonging to the landlord.

IBAN: ..... BIC .....

handing the amount over to the landlord against receipt.

The deposit can never be considered as a payment of rent by the tenant and can only be used to reimburse damages to the rented property caused by the tenant or a third party granted access to the accommodation by the tenant. Damage due to normal use, wear and tear or age will not be charged to the tenant. The deposit will be refunded within 2 months after the termination of the tenancy agreement, at the latest, if all conditions of this agreement have been met and after full settlement of all outstanding amounts due, by means of a deposit into the bank account(s) mentioned above.

## PART 2: GENERAL TERMS AND CONDITIONS

### 2.1. OBLIGATIONS OF THE LANDLORD

#### Art. 9. Basic obligations with regard to safety, health and amenities

The landlord promises to adhere to the regulations of the Brussels Housing Code.

The landlord declares having received the quality label "quality student housing" for the rented property, this in accordance with article 254 of the Brussels Housing Code and the decree of the Brussels Government dd. 16 November 2017 (cross square if this is the case).

#### Art. 10. Maintenance and repairs

In accordance with the relevant legal provisions, all technical maintenance and repairs are the responsibility of the landlord. The tenant must immediately, in writing, notify the landlord of any damages or defects requiring repairs. The landlord undertakes to have the repairs carried out as soon as possible. The landlord can carry out small maintenance jobs in the accommodation or have them carried out. For major repairs, a suitable moment is to be decided upon in consultation with the tenant(s). The landlord will, however, carry out no repairs during the revision or the examination periods, with the exception of urgent repairs. All requested alterations or renovations have to be clearly described.

#### Art. 11. Quiet enjoyment

During the term of the agreement, the tenant has the property uninterruptedly at his disposal. The landlord undertakes to ensure the quiet enjoyment of the accommodation. He is only allowed access to the rented property for reasons of hygiene, safety, technical maintenance, re-letting or in case of circumstances beyond one's control.

#### Art. 12. Insurances

The landlord must adequately insure the building against the risks of fire, electrical damage, explosions, water damage, storm damage, lightning strikes, attacks and neighbour nuisance, with a waiver of subrogation in favour of the tenant.

#### Art. 13. Registration

The landlord will take the necessary measures in order to register this contract within two months.

### 2.2. OBLIGATIONS OF THE TENANT

#### Art. 14. Subletting and transfer of tenancy

Subletting the accommodation, placing it at the disposal of others or transfers of tenancy are prohibited without the landlord's written permission. All forms of trade or industry or professional activities are also explicitly forbidden and can only be permitted after the landlord's written agreement. In particular must the tenancy agreement under no circumstances become subject to Commercial Tenancy Law. If the landlord were to be taxed because of the fact that the tenant uses the rented property for professional purposes, this taxation will be exclusively paid by the tenant.

#### Art. 15. Quiet enjoyment

The tenant is not allowed to keep animals in the rented property or to let animals stay there.

Both parties, as well as third parties to whom they may have granted access, must refrain from any activities that might disturb the peace and quiet of the other occupants of the building or neighbours.

#### Art. 16. Damages and depreciation

The tenant is responsible for all damages or depreciation caused by himself or by a third party to whom he allowed access to the accommodation. The tenant must also take the necessary precautions to prevent frost damage in the accommodation. It is the landlord's responsibility to protect all installations from frost damage. With the exception of repairs at the expense of the landlord, normal use, maintenance or wear and tear, the tenants are supposed to be jointly liable for all damages inflicted on the communal areas and safety installations, when the individual(s) responsible for the damage is/are unknown.

#### Art. 17. Insurance of the home contents

The tenant will insure his personal belongings against all risks deemed necessary by him, at his own expense, with a waiver of recourse in favour of the landlord. It may be possible to have the tenant's parents' fire insurance policy cover this risk.

## PART 3: POSSIBILITIES OF TERMINATING THE TENANCY AGREEMENT

#### Art. 18. Termination at the expense of a party

The landlord and the tenant explicitly agree that the following situations, at least, are to be considered serious shortcomings by the tenant, and that they are such that they would justify the landlord's possible claim for the judicial dissolution of the present agreement at the expense of the tenant:

- serious reasons due to the behaviour of the tenant as a result of which the original purpose of the accommodation as a place for study risks being compromised;
- if the rent arrears exceed 2 months' rent.

The re-letting fee which is then due consists of 3 months' net rent (rent without the costs and charges).

#### Art. 19. Premature termination

The rent concluded for a period of less than three months cannot be terminated prematurely.

If the rent is concluded for a period of more than three months, the tenant can terminate the rent at all times and causeless, through a termination notice of two months. In this case, he will not owe any compensation to the landlord.

The tenant can also terminate the contract before the commencement of the rent, provided by article 3, this under the condition there are just motives and the notice has been sent at least one month before the commencement. In this case, a compensation of one month of rent will be paid to the landlord.

The termination takes effect on the first day of the month following the month in which notice was served.

Notice must in all cases be sent by registered letter.

When the tenant dies and the rent and/or costs remain unpaid for a period of two months afterwards, the landlord can consider the tenancy to be terminated without any notice nor compensation.

#### Art. 20. Prior attempt at reconciliation

Each dispute with regard to the interpretation, the execution or the termination of this tenancy agreement can be submitted to Brik, at the request of one of the parties involved, prior to bringing the case before the court. This service will then as soon as possible formulate a proposal to reconcile both parties. The parties retain the initiative to take further steps, if necessary legal ones. Only Belgian law applies and only the courts of the judicial district of Brussels are competent.

#### Art. 21. Final provisions

This tenancy agreement can also be complemented by health and safety regulations that have previously been communicated to the tenant. In that case, the tenant must adhere to these regulations. Both parties must subscribe these regulations and the signed copies must be attached to all copies of the tenancy agreement. Their content may under no circumstances be contrary to or detract from the stipulations in the tenancy agreement.

The tenant declares that the landlord has informed him that further explanation concerning the legal framework provided by the Brussels Government can be found on the website of Brik vzw ([www.brik.be/annexart218](http://www.brik.be/annexart218)), this in accordance with article 218, §5 Brussels Housing Code. Therefore, the tenant confirms explicitly that he does not request a printed version of this text.

Drawn up in ..... on ..... in ..... copies. Each party acknowledges receipt of one copy and one will be used for the registration.

THE TENANT(S):

THE LANDLORD :

IMPORTANT: Each copy of this agreement must be separately signed by both parties.



This agreement is entered into on the basis of a model contract, made available by Brik - Student in Brussel vzw. The intervention of Brik is exclusively limited to making the present model contract available, and to its possible role in the context of a preceding attempt at reconciliation between tenant and landlord. Brik is otherwise in no way a part of the contractual bond entered into by the tenant and the landlord, or in any way involved in establishing that contractual relationship. Brik emphasizes that it cannot guarantee and cannot be held responsible for the housing quality of the student accommodation in question, nor for its conformity to and adherence to the relevant legislation. This is exclusively the responsibility of the landlord.