

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 maximum: 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

Art. 2. Applicable rental regime

The lease shall be tenancy agreement is governed by Title XI Residential Leases, Chapter II of the Brussels Housing Code, supplemented by the Common Tenancy Law. Title XI Residential Leases, Chapters III and IV of the Brussels Housing Code are expressly excluded. 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. In that case, the landlord and the tenant declare Title XI Residential Leases, Chapter III Article 255 of the Brussels Housing Code are not to be applicable. 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 months 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 or PLE's partner institutions and the landlord must be registered as a homeowner on MyKot.be.

Art. 3. Inventory check

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. 4. 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. 5. The end of the tenancy agreement

This rental agreement will end by operation of law on the date provided by Article 4, without notification of default being required.

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. No tacit renewal is possible. 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. 6. Composition of the rent

The total rent of this tenancy agreement is € or € a month.

In accordance with Article 218, §1, 4°bis Brussels Housing Code, the reference rent must be mentioned. Reference rents can be found on the following website: <https://huurprijzen.brussels>. For rooms of less than 18 m², no reference rent can be found.

This amount does NOT cover:

- the 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).

- the taxes and duties, in particular the municipal tax on furnished residences and/or the municipal tax on second residences. The levy will:

not be charged to the tenant.

be fully charged to the tenant be charged to the tenant based on the term of the rental via;

- a one-off fixed amount, to be paid at the start of the rental: €
- a fixed amount per month: €

The property tax may not be charged to the tenant.

- 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:

BIC:
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

pay the landlord with acknowledgement of 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 declares to adhere to the regulations of the Brussels Housing Code. It is hereby emphasised that Title XI Residential Leases, Chapters III IV do not apply to the present lease.

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.

PART 3: POSSIBILITIES OF TERMINATING THE TENANCY AGREEMENT

Art. 18. Judicial annulment

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 annulment 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;
- arrears of monthly rent and/or monthly charges of at least 2 months;
- failure to pay the rent deposit on time.

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

Art. 19. Early termination

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

If the rent is concluded for a period of more than three months, the tenant can terminate the rent at all times, through a termination notice of two months in the following cases:

- upon termination of his studies on presentation of a certificate from the educational institution;
- in the event of the death of one of the parents or another person responsible for the maintenance of the tenant, on presentation of a supporting document.

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 4, 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.

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 via MyKot, a joint initiative of Brik – Student in Brussel vzw (Brik) and Plateforme logement étudiant asbl (PLE). The intervention of Brik and PLE is exclusively limited to making the present model contract available, and to their possible role in the context of a preceding attempt at reconciliation between tenant and landlord. Brik and PLE are 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 and PLE emphasize that they cannot guarantee and cannot be held responsible for the housing quality of the student accommodation in question, nor for their conformity to and adherence to the relevant legislation. This is exclusively the responsibility of the landlord.