



Information and advice for lessors and tenants:
www.kotatgent.be, kot@gent.be
09 266 76 40

TENANCY AGREEMENT FOR STUDENT ACCOMMODATIONS

This model contract was drawn up by Kotatgent and complies with the Flemish Lease Decree. More information on www.woninghuur.vlaanderen, see downloads – ‘Brochure Het Vlaams Woninghuurdecreet voor studentenhuisvesting’ (pamphlet for student housing).

Every type of housing, including any type of student accommodation, must comply with the basic safety, health and housing quality requirements laid down by the Flemish Government in the Flemish Housing Code. Student rooms must also comply with the fire safety standards of the Ghent police regulations on shared student accommodations.

Wonen-Vlaanderen, the City of Ghent and the fire brigade are legally authorised to check and certify them and to impose penalties on the basis of these standards. A certificate of conformity constitutes proof of an inspection with a positive outcome. It is the ambition of the Ghent city council to provide the best possible support to landlords in obtaining a certificate of conformity.

Student accommodations with a certificate of conformity may obtain an exemption from or a reduction in the tax on second homes.

Check whether the student accommodation complies with the obligatory minimum standards as to housing quality and fire safety via kot@gent.be or 09 266 76 40.

Yes, this student residence has a certificate of conformity.

This model contract can be used for international students establishing their place of residence at the student accommodations.

In case of a non-Dutch speaking tenant, the lessor shall add the English translation of this agreement. This translation is provided by Kotatgent and is a literal representation of the Dutch-language agreement.

The Parties declare that they will make changes or deletions, if any, in a visible manner.
TENANCY AGREEMENT FOR STUDENT ACCOMMODATION BETWEEN THE UNDERSIGNED PARTIES:

on the one hand: **lessor**, Name/ company name:

2 first names:

With place of residence at (street, no., postal code, town or city)/registered office:

Date and place of birth:

(Mobile) phone:

E-mail:

National register number / company registration no:

Account number: BE

On the other hand: **tenant**, Name:

2 first names:

Principal place of residence, other than the student accommodations (street, no)

Postal code:

Town or city:

Country:

(Mobile) phone:

E-mail:

Telephone number in case of emergency:

Date and place of birth:

National register number:

Account number: BE

declares being enrolled at:

UGent KU Leuven - Gent Arteveldehogeschool HoGen LUCA School of Arts Odisee

other educational institution offering full-time education*.

*The collective supplementary insurance of Universiteit Gent for tenant's liability in case of fire, storm, hail, snow- or icepressure, water damage, broken glass, as described in article 9 (fire) insurance does not apply in this case.

ENTER INTO THE FOLLOWING AGREEMENT:

The lessor lets the property described below (hereinafter referred to as 'the student accommodation') to the tenant, who accepts, under the conditions set out below.

› ART.1: SUBJECT MATTER OF THE AGREEMENT

The lessor lets the student accommodation situated in (municipality, postal code, street and number):

Floor: Room number:

The student accommodation is:

 a room a studio other

THE STUDENT ACCOMMODATION INCLUDES:

A. FURNITURE

 bed | mattress | table | curtains | chair(s) | sofa | bookcase |
 desk | desk chair | wardrobe | other furniture:

B. HEATING

 central heating | natural gas convector heater | electric | other:

C. SANITARY FACILITIES

 bath tub | in accommodation | in common area
 toilet | in accommodation | in common area
 sink | in accommodation | in common area
 shower | in accommodation | in common area
 washbasin (obligatory in case of a room) | in accommodation | in common area

D. BICYCLE STORAGE SPACE

 none | in the building

E. KITCHEN AREA

 in accommodation | in common area

F. CABLE TV CONNECTION

 none | in accommodation | in common area

G. INTERNET ACCESS

 none | in accommodation | in common area

H. OTHER:

› ART. 2 INVENTORY OF FIXTURES

A detailed inventory of fixtures of the student accommodation and common areas must be drawn up at the start of the tenancy with both parties present. This inventory must be attached to this tenancy agreement. At the end of the tenancy another inventory of fixtures can be drawn up at the request of any of the parties.

The tenant undertakes to return the student accommodation upon termination of the tenancy agreement in the same condition as it was at the start of the tenancy agreement.

The Flemish government provides a popularised explanatory document, which can be consulted via www.woninghuur.vlaanderen – downloads and which contains information about the regulatory provisions with respect to the following elements: (1) the standards as to health, safety and habitability, (2) the nature of a mandatory rule, (3) the written tenancy agreement, its registration and the settlement of the registration costs, (4) the importance of a detailed inventory of fixtures, (5) the term of the tenancy agreement, (6) the possibilities of adjustment of the rent, indexation, costs and charges, (7) the possibilities to reduce the property tax for the tenant, (8) the rules applicable to repairs, (9) the obligation to take out a fire insurance, (10) the possibilities of termination of the tenancy agreement, (11) the rules applicable in case of a change of owner, (12) the possibilities of each of the parties in case of a conflict with the other party.

› ART. 3: USE OF THE RENTED PROPERTY

The tenant must occupy the student accommodation personally.

The accommodation can only be used as student accommodation. Any use for commercial or professional purposes is forbidden. The tenant is not allowed to establish his principal place of residence at the student accommodation. However, international students are allowed to register at this address in the register of foreign nationals, as the principal place of residence in the home country is maintained.

If the tenant wants to change the intended purpose of the property, he will need the lessor's explicit consent.

› ART. 4: TERM

This tenancy agreement takes effect on _____ and will end on _____

This tenancy agreement cannot be tacitly renewed.

› **ART. 5: RENT**

OPTION 1:

The rent for the movable property, in particular the furniture is _____ Euro/month.
The rent is _____ euro/month, all costs and charges included,
except the consumption of:

› **water:**

payable as a lump sum of € _____ /month/year*

payable as a provisional amount of € _____ /month/year*, at the end of which a final
statement will be drawn up, depending on the actual consumption

› **energy (elektricity, gas, fuel oil*):**

payable as a lump sum of € _____ /month/year*

payable as a provisional amount of € _____ /month/year*, at the end of which a final
statement will be drawn up, depending on the actual consumption

› **telecommunication (internet, telephone, TV*):**

payable as a lump sum of € _____ /month/year*

payable as a provisional amount of € _____ /month/year*, at the end of which a final
statement will be drawn up, depending on the actual consumption

If no individual meters are available, and provided that all accommodations provide a similar level of comfort,
the costs will be divided on the basis of the reading of the main meter and on the basis of the following
distribution key:

OPTION 2:

The rent for the movable property, in particular the furniture is _____ €/month.

The rent is _____ €/month, all costs and charges included, including the consumption of
energy (electricity/gas/fuel oil*), water and telecommunication (internet/telephone/TV*).

The rent and the costs of the consumption of water, energy and telecommunication must be paid against
receipt or by bank transfer to the IBAN account number of the lessor as mentioned on page 1 of this
agreement. Payment must be made no later than the _____ calendar day of the month
to which it relates. The final statement will be submitted no later than three months after the end of the
tenancy agreement.

Meter readings at the start of the tenancy:

Water m³
Electricity kw/h
Gas/heating oil m³

The tenant must conclude a contract with and pay the relevant supplier/utility company concerned directly for the following utilities:

water | electricity | gas/heating oil | internet/TV* (if requested by the tenant)

The student accommodation is

exempt from the taks regulation on housing without a registration in the population register (valid from januari 1st 2021)

not exempt from the taks regulation on housing without a registration in the population register (valid from januari 1st 2021)

And is not billed to the student

billed entirely to the student

billed based on the amount of months of rent: /12ths of

2022	2023	2024	2025
1500 euro	1526 euro	1551 euro	1578 euro

➤ ART. 6: INDEXATION OF THE RENT

In case of a student tenancy agreement with a term exceeding one year, the rent may be adjusted once a year to the cost of living on the anniversary of the effective date of the tenancy agreement, unless this adjustment is explicitly excluded.

The rent will be adjusted to the cost of living once a year on the anniversary of the effective date of the tenancy agreement.

The rent will not be adjusted to the cost of living.

➤ ART. 7.: RENTAL DEPOSIT

The deposit may not exceed an amount equalling two months' rent. The tenant shall pay the deposit no earlier than three months before the effective date of this tenancy agreement and at the latest by (date)

The deposit amount to euro and shall be paid by the tenant into the account

as mentioned above in the details of the party "lessor" of this agreement

number

The deposit amounts to _____ euro.

The tenant deposits this amount with a financial institution in an individualised and blocked account in his name (in accordance with the conditions laid down in article 62 of the Flemish Lease Decree).

The deposit will be released upon termination of the agreement subject to written consent of the tenant and lessor or court decision.

The refund of the full deposit or the balance thereof and the corresponding interest will be made to the account of the tenant

as mentioned above in the details of the party "tenant" of this agreement

number _____ and at the latest three months after the tenant has vacated the property.

› **ART. 8. PEACEFUL ENJOYMENT, WORKS, REPAIRS AND MAINTENANCE**

THE TENANT UNDERTAKES:

- › to use the student accommodation with due diligence and to immediately inform the lessor if any damage occurs or threatens to occur. The tenant is responsible for the damage caused directly by himself or by others to whom he granted access to the student accommodation, insofar as this damage is not the result of normal use.
- › to allow the lessor access to the student accommodation in the event of urgent necessity.
- › to refrain from anything that might disturb the peace and quiet of the co-inhabitants or neighbours, both by his own doing and by third parties to whom he has granted access.

THE LESSOR UNDERTAKES:

- › to furnish the student accommodation so it is well-lit, well-aired and soundproofed.
- › to respect the student's privacy and to only access the student accommodation with the prior and written consent of the tenant.
- › to ensure that a minimum temperature of at least 20°C between 7 a.m. and midnight and of 15°C between midnight and 7 a.m. can be attained in the accommodation. This also applies to weekends and holiday period. Not to make any renovations/alterations to the student accommodation during the rental period, that affect the living comfort, the peace and quiet and the study possibilities of the tenant, except in case of urgent repairs, with must be tolerated by the tenant. If works are executed, the requested renovation or alteration works and their duration must be clearly described.

In accordance with article 26 of the Flemish Lease Decree, the Flemish Government has drawn up a list of minor repairs for which the tenant is responsible. This list is not exhaustive: it does not provide a complete overview of all possible circumstances. Repairs that are not included in the list must be allocated to the tenant or the lessor in accordance with the general distribution principle referred to in article 26 of the Flemish Lease Decree. The list can be found in the brochure "Het Vlaams Woninghuurdecreet voor studentenhuurvereenkomsten gesloten vanaf 1 januari 2019" (The Flemish Lease Decree for student accommodations concluded as from 1 January 2019) on the website www.woninghuur.vlaanderen.

› **ART. 9: (FIRE) INSURANCE**

The lessor undertakes to insure the accommodation for its full construction value against fire and related risks with an accredited insurance company, and to keep the property that is the object of the tenancy agreement insured during the entire term of this tenancy agreement.

It is the responsibility of the tenant to take out an adequate insurance policy for his/her rental liability vis-à-vis the owner/lessor and vis-à-vis third parties. Normally the tenant can in this respect rely on the fire insurance policy for his/her domicile, which often covers the household contents up to a certain amount. The tenant shall present this policy at the lessor's request. If the insurance is not adequate, the tenant may be requested to take out an additional insurance.

For all accommodations for which this agreement is used, the University of Ghent provides for a collective additional insurance for rental liability in case of fire, storm, hail, pressure by snow or ice, damage caused by water, glass breakage. This insurance is a second-rank insurance and only provides coverage if the tenant does not have a valid insurance.

The insurance policy only applies if a copy of the signed tenancy agreement, drawn up on the basis of the model tenancy agreement available on the website of Kotatgent, for the accommodation concerned is delivered in time to the Housing department of the University of Ghent. "In time" is understood to mean at the latest on 31 October if the tenancy agreement was signed in the period between 15 June and 15 October, or at the latest 14 days after the effective date of the tenancy agreement if it was signed in the period between 16 October and 14 June. It is the lessor's responsibility to deliver the signed tenancy agreement in time. This insurance is taken out to cover the rental liability of students enrolled at the University of Ghent, HoGent, Arteveldehogeschool, Odisee, the Catholic University of Leuven and LUCA School of Arts. In order to qualify for this additional insurance, the model tenancy agreement available on the website of Kotatgent must be maintained in its entirety, without changes or deletions.

To be delivered by e-mail : accommodatie@ugent.be or postal address: Universiteit Gent - Afdeling Huisvesting, Home Vermeulen – Stalhof 6 – 9000 Gent

› **ART. 10: REGISTRATION**

The lessor undertakes to have the tenancy agreement registered at the latest two months after it is signed. He also undertakes to have the inventory of fixtures registered at the latest two months after it is signed. Any costs associated with the late registration of the tenancy agreement are entirely at the expense of the lessor.

› **ART. 11.: TRANSFER OF THE TENANCY AGREEMENT AND SUBLETTING**

- › Transfer of this tenancy agreement and subletting are permitted with the lessor's prior written consent.
- › The lessor agrees to the transfer of the tenancy agreement or the subletting to a student if the tenant participates in a study exchange programme or is doing a work placement. In this case the lessor can only object to the transfer of the tenancy agreement or the subletting for justifiable reasons. Prior to signing any document relating to the transfer of the tenancy agreement or the subletting, the tenant is to provide the lessor with the identity and contact details of the transferee or the subtenant, so as to allow the lessor to examine whether he has justifiable reasons to object. This only applies to students of Belgian nationality.

During the period in which the property is sublet, the tenant remains liable vis-à-vis the lessor for compliance with the obligations arising from this tenancy agreement.

› ART. 12.: PREMATURE TERMINATION OF THE TENANCY AGREEMENT

Both parties can terminate this tenancy agreement after having reached a mutual agreement on (cumulative):

- › date of termination
- › visiting opportunities

This tenancy agreement can be terminated by the tenant in the following cases:

- › 1° before the effective date of the tenancy agreement;
- › 2° When he completes or stops his studies, upon presentation of a supporting document issued by the educational institution;
- › 3° in case of death or one of the parents or another person responsible for the tenant's maintenance, in which case he must provide supporting documents.

In case 1°, a compensation equaling two months' rent is due if the tenancy agreement is terminated less than three months before its scheduled effective date.

In cases 2° and 3° the notice period is two months. The notice period starts on the first day of the month following the month in which notice is given.

This tenancy agreement is terminated by operation of law in case of death of the tenant, effective on the first day of the month following his death.

The lessor can have the tenancy agreement cancelled if the tenant does not use the accommodation for the purpose described in the tenancy agreement.

Upon termination of this tenancy agreement, the keys must be returned to the lessor. The lessor must make the necessary arrangements to receive the key. The keys must be handed over to the lessor in person 'against a dated receipt'.

The student accommodation must be cleared of the tenant's belongings and handed over in a clean state, in the same condition as at the commencement of occupation, in accordance with the inventory of fixtures.

› ART. 13: SALE OF THE RENTED PROPERTY

The lessor undertakes to inform the tenant by registered letter in case he intends to sell the property. The tenant then undertakes to allow visits of the rented student accommodation at two specific points in time each week, which are to be determined.

› ART. 14: MEDIATION - DISPUTE

Both parties undertake to notify the housing department of the educational institution or Kotatgent of any dispute relating to the interpretation, execution or termination of the present tenancy agreement before taking it to court. The courts of the legal district of East Flanders, division Ghent, have exclusive jurisdiction to settle any disputes relating to this tenancy agreement.

› ART. 15: ADDITIONAL PROVISIONS

The tenant also signs the house rules (in case of contradiction, the conditions of the tenancy agreement apply) and shall behave in accordance with the provisions of these house rules.

There are no house rules. W

Date of delivery of the key(s) + number:

Key numbers: (if applicable)

Badge/entry pass: (if applicable)

Drawn up at (place) on (date)

in twofold: one copy for the tenant and one copy for the lessor.

The lessor

The tenant

The legal representative of the tenant (if the tenant is underage on the effective date of the tenancy agreement)

Signature preceded by “read and approved”)

Signature preceded by “read and approved”)

Signature preceded by “read and approved”)

PROTECTION OF PERSONAL DATA

The Parties commit themselves to respect the European Regulation EU 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) as well as the national applicable laws.

The Parties may share personal data of individuals involved in the collaboration such as: name, business telephone, address, and email (“Business Contact Information”). Each Party may store and otherwise process such Business Contact Information. The Parties agree that Business Contact Information will only be processed for administrative purposes to the limited extent as required for the performance of this agreement.

If the processing of other than Business Contact Information is necessary for the performance of this agreement, the Parties commit themselves to agree and enter into a data processing agreement, which shall amend this agreement, as is reasonably required to reflect each Party’s rights and obligations in this respect. In case of any conflict between the data processing agreement and this agreement, the provisions of the data processing agreement shall prevail in relation to the matters covered by the data processing agreement. For all other matters the provision of this Agreement shall prevail.

