

# General rental conditions

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The logo for 'hofwonen' consists of a white semi-circle above the text 'hofwonen' in a bold, lowercase, sans-serif font.

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## Article 1 Applicability and amendment of general rental conditions

1. These general rental conditions are an inseparable part of the tenancy agreement in which they are declared applicable. If the tenancy agreement explicitly deviates from one or more provisions of these general terms and conditions, the provisions of the tenancy agreement will apply and the provision(s) from which there is a deviation will not apply.
2. The invalidity or voidability of any provision of these general rental conditions will not affect the validity of the remaining provisions. The provision concerned will be replaced by a valid provision, which will approximate the intention of the invalid or voided provision as closely as possible.
3. Amendment(s) to the tenancy agreement and/or the general rental conditions will be agreed exclusively in writing.

## Article 2 Joint tenancy (if several tenants)

1. The tenants named in the preamble to the tenancy agreement each has an independent and full right to tenancy, which they exercise simultaneously and with respect for each other's rights.
2. The tenancy fee, the service costs, the costs for utilities with an individual meter and the other obligations will be due in respect of the above-mentioned tenancy rights jointly. If the agreement is terminated with respect to one or more tenants, the other tenant or tenants will remain liable for the full amount of the tenancy fee, the service charges and the additional costs.
3. Each of the tenants will be jointly and severally liable for the entire amount of the tenancy fee, the service charges, charges for utilities with an individual meter and for all other obligations arising for him and for the other tenant or tenants under this agreement and the law.
4. To cause the agreement to end in respect of both (all) tenants, notice of termination must be given to or by each of them. The tenants

named in the preamble of the tenancy agreement may therefore only terminate the tenancy agreement jointly, unless the landlord expressly agrees in writing to a singular termination by one of the tenants mentioned in the preamble.

5. In the event of the death of a tenant, the remaining tenant or tenants will be obliged to notify the landlord of this in writing within four weeks of the death by submitting a death certificate or an equivalent document showing the exact date of death.
6. In the cases referred to in Article 6 paragraph 3 and Article 13 paragraph 3, both (all) tenants together will act as one voice.
7. If the landlord is under a statutory or contractual obligation to perform a service to the tenant, the landlord will be released from his obligation to perform the service to one of the tenants named in the preamble of the tenancy agreement.
8. If the tenant's right to tenancy is terminated as a result of divorce or legal separation, the tenant will be obliged to give written notice of the termination of his right to tenancy to the landlord immediately after the court order in which such a decree has become final. This written notification must be accompanied by a copy of (the operative part of) the decision. As long as the tenant has not made this written notification, he will remain liable to the landlord for compliance with all obligations arising from this tenancy agreement. The foregoing will also apply to the termination of registered partnership and to proceedings pursuant to Article 7:267, paragraph 7, of the Dutch Civil Code.

## Article 3 Availability and acceptance

1. The landlord will make the tenancy object available on the commencement date of the tenancy, unless this is not a working day.
2. Before or at the commencement of the tenancy agreement, the tenant and the landlord will inspect the tenancy object and in any case stipulate in a description:
  - the condition of the tenancy object;

- any changes or additions that the landlord has taken over from the previous tenant;
  - a description of the level of maintenance and/or replacement of any changes or additions made by the tenant himself.
3. The tenant and the landlord will both receive a copy of the description signed by both parties. The description will form part of the tenancy agreement.

## Article 4 Statement of acceptance

The tenant states that he accepts the tenancy object in accordance with the description referred to in Article 3.

## Article 5 Change in tenancy fee

1. If the tenancy object is non-liberalised, the tenancy fee will be increased annually with due observance of the applicable statutory provisions/regulations and the provisions contained in the tenancy agreement.
2. If the tenancy object is a self-contained dwelling with deregulated accommodation, the provisions under 5.1 will not apply. In that case, the tenancy fee will be indexed as follows:
  - a. The annual tenancy fee valid on 30 June will be indexed for the first time on 1 July following the date of commencement of the tenancy, and annually thereafter on 1 July.
  - b. The tenancy fee will be indexed annually based on the change in the annual price index figure according to the consumer price index (CPI), series for all households (2015=100), published by Statistics Netherlands (CBS). In this case, the calculation will be made according to the formula: the indexed tenancy fee will be equal to the tenancy fee in force on the date of change, multiplied by the index figure for the calendar year preceding the calendar year in which the tenancy fee is changed, divided by the index figure for the preceding calendar year.

- c. In addition to and simultaneously with the annual adjustment in accordance with the above (under Article 5.2 sub b), the landlord is entitled to increase the tenancy fee by a maximum of five per cent.
- d. The tenancy fee will not be indexed if this would result in a lower tenancy fee than the last applicable tenancy fee.
- e. If Statistics Netherlands ceases to publish the price indices in question, or changes the basis of the calculation, an index figure that has been adjusted or made comparable will be used as far as possible.
- f. The indexed tenancy fee will also apply even if the tenant is not informed of the indexation or is not informed of it on time.

## Article 6 Utility costs with individual meter and service costs

1. The tenant will pay a monthly advance in respect of the costs of utilities with an individual meter and the service costs. Every year, the landlord will provide the tenant with a statement of the charges in that calendar year for utilities with an individual meter and the service costs. Differences between the costs incurred and the costs paid by the tenant in advance for utilities with an individual meter and service costs will be settled by the landlord with the tenant, unless it concerns a payment for a fund set up by the landlord. With regard to such a fund, the advance paid by the tenant will be considered equal to the final invoice; no settlement will therefore take place.
2. The monthly advance amount applicable between the landlord and the tenant may, subject to further agreement between the parties, only be increased with effect from the first month following the month in which the overview referred to in the first paragraph of this article is provided.
3. The tenant will be bound by a change in the delivery of goods or services or a change in the calculation method of the goods or services delivered and the related adjusted advance payment amount, if that change relates to goods and services that can only be delivered to a number of tenants jointly and at least 70% of those tenants have agreed to

it. A tenant who has not agreed to the change may, within eight weeks after the landlord's written notification that agreement has been reached with at least 70% of the tenants, demand a decision from the court on the reasonableness of the proposal.

4. If at least 70% has not been reached, the tenant will also be bound by a change in the delivery of goods or services or a change in the method of calculating the goods or services delivered and the associated adjusted advance payment amount, if:
  - a. The landlord's interest in the change is such that the tenant - taking the interests of both parties into consideration - may not withhold his consent and
  - b. The landlord has informed the tenant of the change in good time and consulted with the tenant, the residents' committee (if any) and, if necessary, the tenants' organisation.

## Article 7

### Rules for using and checking heating and/or consumption meters and distribution key

1. If the tenancy object is heated by means of a collective heating system, the tenant's individual consumption may be measured by means of heating and/or consumption meters installed by the landlord.
2. The tenant will not be permitted to remove or disconnect the meters referred to in paragraph 1 or in any other way restrict or impede their functionality.
3. The tenant will give the landlord the opportunity to read the meters referred to in paragraph 1, to check them or have them checked and/or to replace them or have them replaced.
4. If no individual heating and/or consumption meters have been installed in the tenancy object, the individual consumption will be calculated by means of a distribution key.

## Article 8

### Payment

1. The tenant will pay the tenancy fee due, the (advance payment for the) service costs and the (advance payment for the) costs of utilities with an individual meter in advance before the first day of each month in the manner indicated by the landlord.
2. When fulfilling the payment obligation, the tenant will not invoke any settlement and/or suspension, except - with regard to settlement - in the case of Article 7:206 (3) of the Dutch Civil Code.

## Article 9

### Use as living quarters, main residence

1. The tenant will have the tenancy object as his exclusive principal residence for the entire tenancy period and will use the tenancy object solely as living accommodation for himself and the members of his household.
2. Main residence means the place in and from which the tenant's life takes place primarily and where the tenant has the centre of his activities.
3. If the landlord suspects that the tenant does not have (or no longer has) his main residence in the tenancy object, the tenant will come under intensified scrutiny to provide a statement of reasons. This reinforced obligation to state or provide reasons means that if the landlord has a reasonable suspicion that the tenant does not have (or no longer has) his main residence in the tenancy object, the tenant will be under the obligation to provide factual information to substantiate his position that the tenant does indeed still have his exclusive main residence in the tenancy object such that the landlord is able to confirm this. In essence, the tenant is best positioned to know what occurs in the tenancy object.
4. In this connection, the tenant expressly declares that he is prepared in any event (but not exclusively) to provide, on the landlord's request, annual invoices from water and energy suppliers showing the actual energy consumption in the years requested by the landlord.

## Article 10

### Regulations, safety and liveability

#### A. Nuisance

1. The tenant will use the tenancy object as a good tenant and in accordance with its designated use as residential accommodation. For that purpose, the tenant will in any case observe the landlord's instructions regarding the installations and facilities present in the tenancy object.
2. The tenant will not cause any nuisance or inconvenience to neighbours from the tenancy object, from the communal area, from the building complex and/or from the immediate surroundings of the tenancy object and the building complex. The tenant will also ensure that his housemates, his pets, his visitors and other persons who are in, on or near the tenancy object and the complex with his approval do not cause any nuisance or hindrance in the tenancy object, in the communal area, in the complex and/or in the immediate surroundings of the tenancy object and/or the complex.
3. The tenant is in any event obliged to prevent nuisance or annoyance that can be avoided. Avoidable nuisances include: playing music at high volume, banging on walls, stomping on floors, slamming doors, loud shouting/cursing and the barking of dogs. Noise that can be heard with windows closed - including in someone else's home - is too loud.
4. Furthermore, the tenant is in any case obliged to take into account that the hours between 10 p.m. and 8 a.m. are intended for sleeping or resting. Certain noises are more likely to cause nuisance during these hours than during the day. The tenant will therefore take particular care to ensure that it is quiet and still at night.
5. Physical or verbal violence, aggression, threats, intimidation and other misconduct against an employee of the landlord and/or a third party engaged by the landlord are not permitted in any way.
6. If the landlord has established house rules and these house rules have been made available to the tenant, the tenant will comply with them.
7. The tenant will be responsible to the landlord in the same way as for his own conduct for the conduct of those who use the tenancy

object with the tenant's consent or who are present there with the tenant's consent.

8. In the event that the provisions of this article are breached, the tenant will owe a penalty in accordance with article 10 A in the "Hof Wonen list of penalty tariffs", without prejudice to the tenant's obligation to still fulfil the obligations in this article and without prejudice to the landlord's right to (additional) compensation or otherwise.

#### B. Upholstery and fittings

1. The tenant will be obliged to furnish and equip the tenancy object properly within one month after the effective date of the tenancy agreement.
2. The tenant is in any case (but not exclusively) obliged to furnish the windows of the accommodation with proper window coverings. Newspapers, garbage bags, duvet covers, sheets and suchlike in any case explicitly do not fall under the definition of proper window covering.

#### C. Pets

1. It is not allowed to deposit food (leftovers) or waste in or around the tenancy object and to feed animals other than your own.
2. The tenant is forbidden to keep unusual quantities of pets. Pets that are potentially dangerous are not allowed at all.
3. The tenant will not allow dogs to run loose on the galleries, in the stairwells and/or other communal areas and common (interior) gardens.
4. The keeping of pets may - also in cases where the tenant is allowed to keep the pet concerned - in no case lead to nuisance or damage. The landlord will in any event be entitled to restrict or prohibit the keeping of pets in cases of nuisance.

#### D. Explosives, hazardous substances, fire(work)

1. The tenant is forbidden to have explosives or other dangerous substances present in, on or about the tenancy object, in, on or about the common room and/or in the immediate vicinity of the tenancy object. This in any case includes (laughing) gas cylinders other than those intended for normal household use. The tenant is also forbidden to have fireworks in

the tenancy object that exceed the amount required for his own use or which may lead to dangerous situations. Trading in explosives, dangerous substances or fireworks from the tenancy object is not permitted.

2. It is forbidden to use a fire barbecue on a balcony, roof terrace or in the house or common rooms; only an electric barbecue is allowed.
3. If the provisions of this article are breached, the tenant will owe a penalty in accordance with Article 10 D in the “Hof Wonen list of penalty tariffs”, without prejudice to the tenant’s obligation to still fulfil the obligations in this article and without prejudice to the landlord’s right to (additional) compensation or otherwise.

#### **E. Drugs and weapons**

1. The tenant will not cultivate, process, dry, cut and/or sell (in any quantity whatsoever) soft drugs (such as hemp) or hard drugs (such as cocaine, heroin and XTC) or any other substances referred to in the Opium Act in, from or in the vicinity of the tenancy object, nor will he have them present and/or trade and/or produce them. The tenant is also prohibited from carrying out any activities in, from or in the vicinity of the tenancy object that are punishable under the Opium Act.
2. The tenant is prohibited from having, storing and/ or using fire arms or weapons in or near the rented premises. In any case, weapons are considered to be those listed in categories I through IV of the Weapons and Ammunition Act. This provision does not apply if a licence has been granted for having, storing and/ or using a specific weapon and the tenant acts in accordance with the conditions of that licence.
3. In the event of violation of the provisions of this article, the tenant will owe a penalty in accordance with article 10 E in the “Hof Wonen list of penalty tariffs”, without prejudice to the tenant’s obligation to still fulfil the obligations in this article and without prejudice to the landlord’s right to (additional) compensation or otherwise.

#### **F. Garden maintenance**

1. The tenant will not use a terrace, garden, yard, loggia or balcony belonging to the

tenancy object for the storage of movable items (of any nature whatsoever).

2. The tenant will maintain gardens, yards, driveways and garden fences in such a way that these appurtenances make a neat and tidy impression, including in any case:
  - the levelling of the garden and the application of garden soil;
  - regular mowing of the grass;
  - regular removal of weeds in the garden and between the tiles of driveways, access paths and terraces;
  - replacing broken tiles;
  - regular pruning of hedges, hedgerows and climbing trees (climbing plants must not be allowed to grow against the house); replacing plants that have died;
  - replacing broken planks or segments of wooden property fences, straightening and keeping wooden property fences straight;
  - if the property fences are painted or stained: painting or staining property fences regularly.
3. The tenant will also comply with the provisions on gardens in the applicable local/ municipal regulations.
4. After a written warning by the landlord, the tenant will owe a penalty in accordance with Article 10 F in the “Hof Wonen list of penalty tariffs”, without prejudice to the tenant’s obligation to still fulfil the obligations in this article and without prejudice to the landlord’s right to (additional) compensation or otherwise.

#### **G. Purpose and use of communal areas**

1. The tenant will use the tenancy object, including all appurtenances and any communal circulation areas, in accordance with its intended purpose and will not alter this purpose.
2. Communal circulation areas will include areas such as stairwells, lifts, cellars, attics, garages, storage rooms, galleries, gardens, courtyards, insofar as the tenant shares the use of these areas with other tenants or users.
3. The tenant is further not permitted to use the communal areas for storage and/or parking of (electric) bicycles, prams, mobility scooters, (motor) vehicles, merchandise, household and

bulky waste, dangerous or environmentally harmful items and other items of any nature whatsoever other than those specifically intended for that purpose. If the tenant does so, the landlord is entitled to remove these items at the tenant’s expense.

4. The tenant is not permitted to decorate or furnish the communal areas with personal items of any kind.
5. The tenant is not allowed to use electricity in the communal areas. The tenant also undertakes to close the common (entrance) doors behind him at all times after opening.
6. The tenant will keep the communal areas and facilities (such as stairwells, lifts, galleries, windows, etc.) clean, irrespective of who is responsible for the littering. The tenant will comply with the landlord’s instructions.
7. After a written warning by the landlord, the tenant will owe a penalty in accordance with Article 10 G in the “Hof Wonen list of penalty tariffs” in the event of an infringement of the provisions of this article, without prejudice to the tenant’s obligation to still fulfil the obligations in this article and without prejudice to the landlord’s right to (additional) compensation or otherwise.

#### **Article 11**

##### **Use as business premises**

1. The tenant is not permitted to use the tenancy object in its entirety as business accommodation.
2. Partial occupation as business space is only permitted after the tenant has obtained the prior written consent of the landlord.
3. Requests for permission as referred to in paragraph 2 must be submitted to the landlord in writing. The landlord may attach conditions to its consent.

#### **Article 12**

##### **Subletting and assignation**

1. The tenant is not permitted to sublet the entire tenancy object or to allow it to be used by third parties.

2. The tenant is only permitted to sublet part of the tenancy object or to allow it to be used by third parties with the prior written consent of the landlord. A request for permission must be made in writing, stating the name of the subtenant or occupier, the subletting price and the desired commencement date. The landlord is authorised to attach conditions to its consent.
3. In all cases, the tenant is not permitted to offer the tenancy object, in whole or in part, for tenancy or use publicly on the internet or otherwise.
4. If the provisions of this article are violated, the tenant will owe a penalty in accordance with Article 12 of the “Hof Wonen list of penalty tariffs”, without prejudice to the tenant’s obligation to still fulfil the obligations in this article and without prejudice to the landlord’s right to (additional) compensation or otherwise.

#### **Article 13**

##### **Urgent work and renovation to be carried out by the landlord**

1. The tenant will give the landlord (and persons engaged by the landlord) the opportunity to carry out (or have carried out) urgent work in, on and/or at the tenancy object, on its central facilities and/or in, on and/or for the benefit of immediately adjoining properties. Urgent work is understood to mean all work that cannot be postponed until the end of the tenancy agreement without disadvantage.
2. If the landlord wishes to renovate while continuing the tenancy agreement, he will submit a written proposal to that effect to the tenant. Renovation is understood to mean both demolition with replacement new building and partial renewal by alteration or addition. The tenant is required to give the landlord (and persons engaged by the landlord) the opportunity to carry out the renovation (or have it carried out) if the landlord’s proposal is reasonable in the light of the landlord’s interests and those of the tenant.
3. If the renovation as referred to in paragraph 2 of this Article involves ten or more dwellings

or commercial premises forming a building unit, the proposal referred to in paragraph 2 of this Article will be presumed to be reasonable if 70% or more of the tenants have agreed to it. A tenant who has not agreed to the proposal may, within eight weeks after the landlord's written notification to him that 70% or more of the tenants have agreed to the proposal, demand a decision from the court on the reasonableness of the proposal. If the tenant has not demanded a decision on the reasonableness of the proposal on time, the tenant will be bound by the proposal from the landlord. The tenant will then be obliged to allow the work to be carried out.

4. In the event of work that cannot be regarded as urgent work (as referred to in paragraph 1) or renovation work (as referred to in paragraph 2), the tenant must give the landlord (and persons engaged by the landlord) the opportunity to carry out this work (or have it carried out).
5. The tenant has no right to a reduction in the tenancy fee or to compensation as a result of the performance of urgent work, renovation and/or other work.
6. The work referred to in this article will, after prior announcement of the time, take place on working days, except in urgent cases.

## Article 14

### Duty to report defects

1. The landlord will be obliged to remedy defects at the tenant's request, unless this is impossible or requires expenditure that cannot reasonably be demanded of the landlord under the given circumstances.
2. The provisions of paragraph 1 do not apply with regard to:
  - a. minor repairs as referred to in Article 7:217 of the Dutch Civil Code and Article 15 of these general terms and conditions of tenancy;
  - b. defects in changes and additions made by the tenant himself (unless it concerns changes and additions made by the tenant himself for which the landlord has given prior written consent and the landlord has explicitly agreed in writing with the

tenant, when giving permission, that the repair of defects in the changes and additions concerned will be for the account of the landlord);

- c. defects for which the tenant is liable to the landlord.

## Article 15

### Minor repairs

1. The tenant will be obliged to carry out minor repairs at his own expense, unless these are necessitated by the landlord's failure to fulfil his obligation to remedy defects.
2. The tenant will also be obliged, at his own expense, to carry out minor repairs and rectify defects in alterations and additions made by him as referred to in article 16.
3. The brochure "Reparatie en onderhoud woning" (Home repair and maintenance) contains an overview of the minor repairs referred to in paragraph 1.
4. In the event that the brochure as referred to in paragraph 3 deviates from the statutory regulation on one or more points due to an amendment, the most favourable regulation will apply for the tenant. The landlord will be entitled to amend the policy set out in the brochure "Reparatie en onderhoud woning".
5. The tenant will carry out the activities referred to in section 1 in a professional manner and will observe the rules and instructions of the competent authorities in this regard, unless it has been agreed between the tenant and the landlord that the landlord will carry out these activities - whether or not on the basis of a service subscription - for a fee.
6. Work that no longer qualifies as minor repairs as a result of the fact that the tenant himself failed for a long time to comply with its obligation to carry out minor repairs will still be at the tenant's expense now that this work becomes necessary due to the tenant's attributable failure to comply with its obligation to carry out minor repairs.

## Article 16

### Tenant's own changes and additions

1. The tenant will be permitted to make changes and additions to the interior of the tenancy object that can be undone without significant cost, except in the case of changes or additions that cause danger, nuisance or hindrance to the landlord or third parties. The tenant requires the prior written consent of the landlord for all other alterations and additions. This prior written permission from the landlord must also be requested in writing by the tenant. All other alterations and additions for which the tenant requires the landlord's prior written permission are in any event understood to mean
  - changes to the outside of the tenancy object;
  - extensions or renovation;
  - removal;
  - the installation of external blinds;
  - the installation of solar panels;
  - the installation of (satellite) dishes, outdoor aerials, transmission masts, advertising signs, pigeon lofts, storage facilities and the like;
  - the placing of fixed barbecues, fire baskets and the like;
  - changing or adding installations;
  - the installation of a garden fence;
  - planting of trees;
  - the installation of tiles and other flooring/floor coverings that cannot be removed without considerable expense.
2. The landlord will in any event (but not exclusively) refuse the permission referred to in paragraph 1 if the intended change or addition:
  - does not comply with the applicable technical and/or legal requirements and/or regulations of utility companies.
3. The landlord may also attach conditions to consent, which may relate to, among other things:
  - the nature and quality of the materials to be used;
  - the method of implementation;
  - safety;
  - preventing damage to the tenancy object, nearby premises and/or the building in which the tenancy object is located;

- maintenance and change;
  - the prevention of nuisance or hindrance;
  - liability and insurance;
  - taxes;
  - payments for public services (charges);
  - delivery at the end of the tenancy period.
4. Permission granted by the landlord may be withdrawn by the landlord at a later date, and conditions set by the landlord may be amended/supplemented at a later date if circumstances so dictate.
  5. Changes or additions made by the tenant will be made entirely at the tenant's own expense and risk. The tenant is additionally obliged to maintain, replace, renew, repair and remedy defects in alterations or additions made by him.
  6. All alterations or additions made without the required prior written consent or contrary to the conditions laid down by the landlord will be undone by and at the expense of the tenant on the landlord's first demand.
  7. The tenant is liable for damage caused by changes or additions made by the tenant and the tenant indemnifies the landlord against third-party claims for damage caused by changes or additions made by the tenant.
  8. At the end of the tenancy period, if the tenant is not obliged to undo a permitted addition or alteration he has made himself, he will have no claim to compensation for the alteration or addition made by him, unless otherwise agreed in writing by the landlord at the time of granting the prior written consent.
  9. The provisions of this article will also apply to changes or additions taken over by the tenant from a previous tenant.
  10. The brochure "Klussen in uw woning" (Jobs around the house) contains a comprehensive overview of changes and additions with corresponding conditions. In the event that this brochure deviates from the statutory regulations on one or more points due to an amendment, the most favourable regulation will apply for the tenant. The landlord has the option to change the policy stated in the aforementioned brochure.

## Article 17

### Damage (obligations of the tenant)

1. The tenant is liable for damage to the tenancy object that is caused by his attributable failure to fulfil an obligation arising from the tenancy agreement. All damage, with the exception of fire damage, will be deemed to have been caused by him. The tenant is assumed to have received the tenancy object in undamaged condition.
2. Furthermore, the tenant will be liable to the landlord in the same way as for his own actions for the actions of those who use the tenancy object with the tenant's consent or who are present there with the tenant's consent.
3. The tenant is obliged to take the necessary measures to prevent and/or limit damage to the tenancy object, in particular in the event of fire, storm, flooding, frost and similar calamities, or as a result of burglary.
4. The tenant is obliged to report all damage, including damage for which he is liable, to the landlord immediately.

## Article 18

### Damage (landlord)

1. The landlord is not liable for damages resulting from:
  - defects which arose after entering into the tenancy agreement and which are not attributable to the landlord (including, but expressly not limited to: defects and damage as a result of the tenant's negligence);
  - defects in alterations and additions made by the tenant himself;
  - defects which were present at the time of entering into the tenancy agreement but which the landlord did not know or could not have known about at the time of entering into the agreement.
2. Furthermore, the landlord will not be liable for damage to the person or property of the tenant and/or his housemates caused by storm, frost, lightning strike, heavy snowfall, floods, rise or fall of the groundwater level, atomic reactions, armed conflicts, civil

wars, uprisings, riots, acts of war and other calamities.

3. The landlord's liability pursuant to Sections 6:173 and 6:174 of the Dutch Civil Code is excluded.

## Article 19

### Checking

1. In connection with checks by the landlord of compliance with the tenant's obligations under the tenancy agreement and these general rental conditions, or in connection with any work to be carried out by the landlord or meter reading checks and the like, the tenant will allow the landlord access to the tenancy object. Landlord is also understood to mean: the persons appointed by or on behalf of the landlord.
2. Barring unforeseen circumstances, these visits and/ or activities will take place on working days between 8:00 and 18:00 and - as far as reasonably possible - will be announced in advance.

## Article 20

### Termination of the Agreement

1. The tenant may terminate the tenancy agreement by giving notice on any working day of a calendar month, observing a notice period of at least one month. Notice of termination of the tenancy will be by registered letter or bailiff's writ, or in another manner (such as via the landlord's website) by mutual consent. The landlord will confirm the tenant's notice of termination in writing.
2. The landlord may terminate the tenancy agreement by registered letter or bailiff's writ with effect from the first day of the month. In doing so, the landlord will state the grounds for termination. The notice period to be observed by the landlord will be three months, extended by one month for each year that the tenant has had uninterrupted use of the tenancy object under the contract, up to a maximum of six months.
3. The tenant and the landlord may at any time

terminate the agreement in writing by mutual consent on a date determined by them.

4. During the month before the end of the tenancy agreement, the tenant - after consultation - will lend his cooperation to viewings of the leased property by prospective tenants or buyers.

## Article 21

### The delivery of the tenancy object at the end of the tenancy agreement

1. At the end of the tenancy agreement, the tenant will return the tenancy object to the landlord in good condition, completely vacated, clean and grease-free.
2. The tenancy object will be deemed to be in good condition if, on the basis of the description referred to in article 3, drawn up at the commencement of the tenancy agreement, it appears that
  - the tenant has complied with his obligation to carry out minor repairs as provided for in Article 15;
  - the tenant has repaired all damage to the tenancy object for which he is liable by virtue of Article 17;
  - changes and additions made by the tenant that do not need to be undone are in a good state of repair;
  - changes and additions that may not remain in the tenancy object have been properly undone by the tenant.
3. On the day he vacates the accommodation, the tenant will hand over to the landlord all keys to the tenancy object and all rooms belonging to the tenancy object that have been given to him by or on behalf of the landlord at the start of or during the tenancy period, or will leave them at the place indicated by the landlord.
4. The landlord will be entitled to remove, at the tenant's expense, all movable property still contained in the tenancy object after the end of the tenancy agreement and to dispose of it for destruction, unless the tenant has informed him in writing that the items are being taken over by the subsequent tenant.
5. The landlord will be entitled to remove and destroy or store for a period of thirteen

weeks, at the tenant's expense, all movable property that is still in the tenancy object at the time of an (enforced) eviction by the bailiff.

6. If the tenant does not collect the stored items within the period mentioned in paragraph 5 against payment of the costs, the landlord will be entitled to sell, donate or destroy the stored items.

## Article 22

### Inspection

1. Before or at the end of the tenancy agreement, the tenant and the landlord may inspect the tenancy object and record in a report what repair work, for the tenant's account, is necessary to restore the tenancy object to a good condition.
2. Both tenant and landlord will receive a copy of the inspection report signed by both.
3. The landlord will provide the tenant with a statement of the estimated costs of any repair work.
4. The landlord will give the tenant the opportunity, within a reasonable term to be determined by the landlord, to perform the work listed in the inspection report.
5. If it appears that the tenant has not returned the tenancy object in good condition, the landlord will be entitled, without further notice of default, to carry out the repair work listed in the inspection report and to charge the tenant for the associated costs, including loss of tenancy fee and damage as a result of the inability to let the tenancy object on time, as soon as possible.

## Article 23

### Place of residence

1. From the commencement date of the tenancy agreement, all communications from the landlord to the tenant in connection with the performance of this tenancy agreement will be addressed to the address of the tenancy object. With regard to all matters relating to the tenancy agreement entered into by

the parties, the tenant will expressly make the address of the tenancy object his place of residence for the duration of the tenancy agreement.

2. If the tenant actually no longer lives in the tenancy object, he undertakes to inform the landlord of this immediately in writing, stating his new address and place of residence.
3. In the event that the tenant leaves the tenancy object without stating his new address to the landlord, the address of the tenancy object will continue to be regarded as the tenant's place of residence.
4. Within one month of the commencement date of the tenancy agreement, the tenant and any members of his household must be registered in the municipality's Basic Registration of Persons at the address of the tenancy object and must maintain such registration throughout the term of the tenancy agreement.

## Article 24 Taxes and other levies

1. Unless not permitted by law or regulations arising therefrom, the tenant is liable for the following, even if the landlord is charged for them:
  - the waste disposal charges and water board charges, insofar as these charges relate to the actual use of the tenancy object and the actual shared use of communal areas
  - other existing or future taxes, dues, charges, levies or fees relating to the tenancy object and/or relating to the tenant's affairs;
  - environmental levies, including the pollution levy for surface water and the waste water treatment levy and assessments or charges pursuant to any other environmental law, as well as the sewage levy.
2. If the levies, taxes, fees or other charges for which the tenant is liable are collected from the landlord, the tenant must pay these to the landlord on demand.

## Article 25 Insurance

The tenant is obliged to take out adequate household insurance and liability insurance and to maintain these insurances throughout the tenancy period. In the case of damage covered by (one of) these insurance policies, the tenant must first contact his insurer before addressing the landlord.

## Article 26 Owners' Association

If the building or complex of which the tenancy object forms part is or will be divided into apartment rights, the tenant will be obliged to observe the regulations on use ensuing from the deed of division, the division regulations and the household regulations. The tenant is also obliged to comply with decisions of the Owners' Association. The landlord will bring these decisions to the tenant's attention as soon as possible, insofar as they are relevant.

## Article 27 Fines

1. In the event of an infringement of articles 10 A, 10 D, 10 E, 10 F, 10 G and 12 of these general rental conditions, the tenant will owe the landlord an immediately payable fine, without prejudice to the tenant's obligation to still act in accordance with these general rental conditions and without prejudice to the landlord's right of fulfilment and/or compensation.
2. The penalties referred to in paragraph 1 have been included in the "Hof Wonen list of penalty tariffs". This tariff list is attached to and forms part of these general rental conditions.
3. The amounts in this tariff list are indexed annually on 1 January on the basis of the change in the monthly price index according to the Consumer Price Index (CPI), all households series (2015=100), published by Statistics Netherlands (CBS).
4. A fine will be due without court intervention.

## Article 28 Privacy statement

The General Data Protection Regulation (GDPR) states, among other things, that everyone has the right to know what is done with his/her personal data and why. Hof Wonen believes it is important that you are well informed about which of your personal data we process, with whom these may be shared and the reasons why we do this. This is stated in our privacy statement. The privacy statement can be found on our website. Since this privacy statement can change, we advise you to read it from time to time. The privacy statement can be found on our website: [www.HofWonen.nl](http://www.HofWonen.nl).

The tenant cannot derive any rights from this English rental agreement and general rental conditions. The Dutch rental agreement and general rental conditions are legally valid. In the event of inconsistencies between the English version and the Dutch version, the provisions in the Dutch rental agreement and associated rental conditions will prevail.



## Hof Wonen list of penalty tariffs

This Hof Wonen list of penalty tariffs forms an inseparable part of Hof Wonen's general rental conditions dated 1 January 2023. The penalties included in this list of tariffs will be indexed annually on 1 January on the basis of the change in the monthly price index according to the Consumer Price Index (CPI), all households series (2015=100), published by Statistics Netherlands (CBS). In the event of a situation in which two or more penalties are accumulated as a result of one specific violation, the tenant will only owe the landlord one of these penalties, namely the higher of the two or more penalties accumulated in the given circumstances. This means that, for a specific violation, only the highest penalty will be imposed if several penalties can be imposed for that violation. The penalties are thus not accumulated. With regard to all penalties relating to Hof Wonen's general rental conditions and this List of Penalties, the penalties will be due by the tenant to the landlord immediately - and therefore without judicial intervention - without prejudice to the tenant's obligation to still fulfil the tenancy obligations and the general terms and conditions and without prejudice to the landlord's right to (additional) compensation or otherwise.

### Article 10 A (Nuisance)

Following a written warning by the landlord, the tenant will owe a penalty of €100.00 for each time that the tenant causes nuisance within one year of this written warning, with a maximum of €1,000.00, without prejudice to the tenant's obligation to still fulfil the tenancy obligations and the general terms and conditions and without prejudice to the landlord's right to (additional) compensation or otherwise.

### Article 10 D (Explosives, hazardous substances, fire)

In the event of a violation, the tenant will owe a penalty of € 2,500.00, to be increased by € 50.00 per day for each day that the infringement continues, with a maximum of € 15,000.00, without prejudice to the tenant's obligation to still fulfil the obligations arising from the tenancy agreement and the general terms and conditions and without prejudice to the right of the landlord to claim (additional) compensation or otherwise.

### Article 10 E (Drugs and weapons)

In the event of a violation, the tenant will owe a penalty of € 2,500.00, to be increased by € 50.00 per day for each day that the infringement continues, with a maximum of € 15,000.00, without prejudice to the tenant's obligation to still fulfil the obligations arising from the tenancy agreement and the general terms and conditions and without prejudice to the right of the landlord to claim (additional) compensation or otherwise.

### Article 10 F (Garden maintenance)

Following a written warning by the landlord, the tenant will owe a penalty of €100.00 for each time that the tenant causes nuisance within one year of this written warning, with a maximum of €1,000.00, without prejudice to the tenant's obligation to still fulfil the tenancy obligations and the general terms and conditions and without prejudice to the landlord's right to (additional) compensation or otherwise.

### Article 10 G (Use of communal areas)

Following a written warning by the landlord, the tenant will owe a penalty of €100.00 for each time that the tenant causes nuisance within one year of this written warning, with a maximum of €1,000.00, without prejudice to the tenant's obligation to still fulfil the tenancy obligations and the general terms and conditions and without prejudice to the landlord's right to (additional) compensation or otherwise.

### Article 12 (Subletting and assignation)

In the event of a violation, the tenant will owe a penalty of € 2,500.00, to be increased by € 50.00 per day for each day that the infringement continues, with a maximum of € 15,000.00, without prejudice to the tenant's obligation to still fulfil the obligations arising from the tenancy agreement and the general terms and conditions and without prejudice to the right of the landlord to claim (additional) compensation or otherwise.

[hofwonen.nl/algemene-huurvoorwaarden](https://hofwonen.nl/algemene-huurvoorwaarden)

