

VERENIGING VAN VERHUURMAKELAARS **AMSTERDAM**

Document Good Landlordship Act and Good Landlordship Regulations

The landlord has drawn up this document in order to comply with the Good Landlord Act and the Good Landlord Regulations. The landlord hereby informs the tenant about the following subjects. This document is only intended to inform the tenant and does not in any way affect the content of the rental agreement between the parties.

Rights & duties

The landlord draws the tenant's attention to the following concise and non-exhaustive list of his possible rights and obligations, which are partly – insofar as relevant – further elaborated in the rental agreement:

Rights

- The tenant may be entitled to a certain form of rent termination protection. The extent to which this is the case depends on the type of rental agreement that the parties have agreed upon;
- The tenant may be entitled to a certain form of rent control. This applies, for example, when a social rental home, room, caravan or caravan park is rented out;
- The tenant is in principle entitled to enjoyment of the rental housing;
- The tenant may be entitled to rent allowance;

Duties

- The tenant must pay the rent due on time;
- The tenant must use the rented housing as a good tenant;

The landlord refers the tenant to the following website of the central government for additional information:

- <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vragen-en-Answer/welke-rechten-en-obligations-heb-ik-als-huurder>

Deposit

If a deposit has been charged to the tenant on the basis of the rental agreement, the following applies.

Insofar as the parties have not made any agreements about this in the rental agreement, or insofar as the agreements made therein are more disadvantageous for the tenant than the statutory regulation introduced on 1 July 2023, the landlord will refund the deposit within fourteen days after the end of the rental agreement, unless:

- there is damage as referred to in Article 7:218 of the Dutch Civil Code, in which case the landlord will refund the remainder of the deposit, after deduction of demonstrably incurred costs related to the repair of the damage, within thirty days after termination of the rental agreement;

- the tenant has not yet paid the rent due, as referred to in Article 237, paragraph 2 of the Dutch Civil Code, service charges, as referred to in Article 237, paragraph 3 of the Dutch Civil Code, or energy performance fee, as referred to in Article 237, paragraph 4 of the Dutch Civil Code, in which case the landlord has not yet paid within thirty days after termination of the rental agreement the remainder of the deposit, after deduction of these costs still owed by the tenant, will be refunded.

The landlord will inform the tenant in writing of a settlement as referred to in the foregoing, whereby a complete cost specification will be provided to the tenant.

Contact point

The rental agreement contains the contact details of the municipal contact point of the municipality in which the house is located, if that contact point was already known when the tenancy agreement was concluded. The tenant can contact that point of contact for matters concerning the rented property.

Service charge

Insofar as service costs as referred to in Article 237 paragraph 3 of the Dutch Civil Code are charged to the tenant, the landlord will refer to the tenant's obligations in this respect to articles 1.6 and 6 of the rental agreement and article 10 of the applicable General Rental Conditions.

Use of rented housing

The tenant is obliged to use the rented housing in accordance with what has been agreed in the rental agreement. Landlord additionally notes the following.

The conflicting use of the rented housing by the tenant results in a shortcoming. In principle, this shortcoming entitles the landlord to demand compliance with the use agreed in the rental agreement, but also the dissolution of the rental agreement and compensation for any damage suffered. And if the parties have agreed on a legally valid penalty clause, the tenant will forfeit any fines due to the conflicting use. Although it is ultimately up to the court to assess whether the landlord's claims are eligible for allocation, the tenant should be regarded as forewarned in this regard.

Furthermore, the landlord points out to the tenant that the conflicting use of the rented housing by the tenant may also conflict with government or local regulations, such as the housing regulation, the general local regulation and the zoning plan. This entails the risk of enforcement measures, including the imposition of an administrative fine and/or an order subject to periodic penalty payments.

Entering the rented housing by the landlord

During the period of the rental agreement, the landlord can only enter the rented housing with the permission of the tenant, unless:

- there is an urgent emergency requiring immediate action;
- urgent work as referred to in Section 220(1) of Book 7 of the Civil Code must be carried out on the rented housing;
- the landlord, with continuation of the rental agreement, wishes to proceed with renovation as referred to in Article 220, second paragraph, of Book 7 of the Civil Code, to which the tenant has agreed or of which the court has ruled that the landlord has made a reasonable proposal for this purpose;

- the landlord must allow something for the benefit of a neighboring property pursuant to Article 56 of Book 5 of the Civil Code;
- entering the rented housing for the purpose of a viewing for sale or new rental as referred to in Article 223 of Book 7 of the Civil Code;

General information regarding types of rental agreements

The landlord provides the tenant with general information about the different types of rental agreements that exist. First of all, a distinction can be made between rental agreements for an indefinite period and rental agreements for a definite period. This is important, among other things, with regard to the way in which rental agreements can be terminated or extended.

With a rental agreement for an indefinite period, the tenant has the right to use the rented housing for an indefinite period and also enjoys rent termination protection. The tenant is free to terminate the rental agreement, provided that the legal notice period is observed. This term may not be shorter than 1 month and not longer than 3 months. The landlord can only terminate a rental agreement for an indefinite period if there is a ground for termination. These grounds for termination are exhaustively listed in the law.

In the case of a rental agreement for a definite period, this could include rental to certain statutory target groups (such as a disabled person, older person, young person, student, PhD candidate or large family), a temporary rental agreement based on the Vacancy Act, a temporary rental agreement for independent rented housing or non-self-contained rented housing, a lease with a diplomatic clause or a lease for use that is by its nature short-term (short stay). For further information about this is referred to the following website of the government:

- <https://www.rijksoverheid.nl/onderwerpen/woning-verhuren/vragen-en-Answer/welke-possibilities-heb-ik-om-mijn-woning-tijdelijk-te-verhuren>

As follows from the foregoing, there is a distinction between self-contained and non-self-contained rented housing. There is also a distinction between rental in the social sector and rental in the private sector. For further information on this, please refer to the following government websites:

- <https://www.rijksoverheid.nl/onderwerpen/huurwoningen-zoeken/vragen-en-Answer/wat-is-een-zelfstandige-woning-en-wat-is-een-onzelfstandige-woning>
- <https://www.rijksoverheid.nl/onderwerpen/huurwoning-zoeken/vraag-en-antwoord/wat-is-het-verschil-tussen-een-sociale-huurwoning-en-een-huurwoning-in-de-vrije-sector>

Minor repairs

The tenant has the option of turning to the landlord in the event of defects in the rented housing, unless there are minor repairs that the tenant must repair himself. For the question of what can be understood by minor repairs, the landlord refers the tenant to the 'Small repairs Decree' as an indication:

- <https://wetten.overheid.nl/BWBR0014931>

This Decree contains a non-exhaustive list of repairs that are in any case the responsibility of the tenant.

Possibilities Rent assessment committee and/or subdistrict court judge

The landlord directs the tenant to the following website of the Rent Assessment Committee for an overview of any options available to the tenant to turn to the Rental Assessment Committee:

- <https://www.huurcommissie.nl/huurders/sociale-huurwoning>
- <https://www.huurcommissie.nl/huurders/huurwoning-in-de-vrije-sector>

Furthermore, tenants can in certain cases turn to the subdistrict court, whereby the landlord notes that there is a certain overlap with the procedures at the Rent Assessment Committee. For an overview of these options, the landlord refers to the following websites of the Judiciary:

- <https://www.rechtspraak.nl/Onderwerpen/Huurgeschil/#tabs>
- <https://www.rechtspraak.nl/Onderwerpen/Huurgeschil/Paginas/procedure.aspx#tabs>

Note: As mentioned, the landlord has drawn up this document in order to comply with the Good Landlord Act and the Good Landlord Regulations. The landlord has done this with care and has attempted to fulfill its obligation to do so in the best possible and transparent manner. Partly due to the fact that the regulations on which this document is based are completely new, the landlord notes that it could be the case that at some point it will become apparent that the document needs to be adjusted on the basis of advancing insight. After all, it cannot be ruled out that, for example, the judiciary may have a different interpretation of the information that must be provided to the tenant on a certain subject.

It is also important that the landlord has referred several times in the document to the websites made available by the government. The landlord is keen to point out to the tenant that the correctness of the information on these websites cannot be assumed by definition. Tenancy law is an extensive and complicated system of rules that is regularly subject to change. The information provided on the websites may therefore be outdated in certain areas or take insufficient account of certain legal nuances and exceptions. The websites also contain a certain interpretation of the law, which will probably not always correspond with the interpretation of the Rent Assessment Board or the judiciary. Moreover, this interpretation does not always take into account the agreements made between a landlord and a tenant and/or the specific circumstances of a particular case. The landlord therefore advises the tenant to obtain legal advice where necessary to verify his legal position.