

Tenancy Agreement for a Student Room Van Benedenlaan , 2800 MECHELEN

Between ON THE ONE HAND:

JeLo Consulting bvba with registered office in 2830 TISSELT, Wolvenweg 1, and VAT no. BE 0835 412 696, represented by its manager Mr Dirk REYNIERS,

Contact details:

Telephone: +32 475 70 50 22 or +32 38 86 44 07

E-mail: dirkreyniers@jeloconsulting.be

hereafter called the Landlord

and ON THE OTHER HAND:

Name of the tenant:

Place of birth:

Date of birth:

Address:

Telephone:

E-mail:

Hereafter called the Tenant

ARTICLE 1

The Landlord leases a furnished **student studio no. 2** to the Tenant, suited for single-person student accommodation in the multi-unit dwelling located in 2800 MECHELEN, Van Benedenlaan 27, during academic year **20xx-20xx**.

The studio is located on the XXX floor on the front/back side of the multi-unit dwelling and has a separate bathroom with a shower, toilet and washbasin.

The studio can only be used as student accommodation. The Tenant is not allowed to use it as his main residence.

The costs of heating, electricity, water and wired internet are included in the rent, insofar as it concerns normal consumption.

ARTICLE 2

The Tenant enjoys free use of studio number X. The room has a surface area of +/- XX m² and includes a kitchen with a cooker, an extractor hood with a carbon filter, a single sink and a refrigerator with a

freezer compartment. It also includes a bathroom with a shower, washbasin and toilet. The studio has both wired internet and wifi, and central heating. The windows have blackout curtains. The studio is furnished with a single bed, including a slatted base, a wardrobe, a desk with an office chair, a dining table with a kitchen chair and a bookcase. Furniture in good condition according to the signed inventory of fixtures document and photos taken at the date of contract signature. Enclosed with the present agreement is an inventory of fixtures document with which the Tenant can report any defects to the Landlord. This document must be returned to the Landlord before September 15, indicating any defects and including corroborating photos. After September 15 any defects are considered to have been caused by the Tenants.

ARTICLE 3

The tenancy period is 12 months and commences on **September 1st, 20XX** and ends on **August 31st, 20XX**.

ARTICLE 4

The rent amounts to **XXX,- euro per month** and includes both the use of the leased property and the common areas by the Tenant, as well as all costs and charges, including the consumption of heating, electricity, water and internet. The rent does not include the tax on second residences.

ARTICLE 5

The rent is paid in 12 monthly payments into IBAN account no. **BE32 0017 8046 4302**, BIC **GEBABEBB** of JeLo consulting bv. Payment must be made before the first of each calendar month, stating the room number and the month to which the rent relates.

In the event of late payment, the amounts will bear an annual interest of 12%, by operation of law and without any notice of default, merely upon expiration of the period, without prejudice to any other rights of the Landlord.

If the payment arrears increase to more than 15 days, the Tenant will also owe an amount equal to 10% of the outstanding amounts as fixed and non-reducible compensation, by operation of law and without any notice of default.

ARTICLE 6

At the latest 2 months before the present agreement's effective date the Tenant will pay a warranty of 2 month's rent into the account mentioned under article 5. The Tenant can never consider the warranty as rent. The Landlord can only withhold the warranty or a part thereof if he can prove that the Tenant failed to fulfil his obligations as a tenant. This warranty, increased with any current account interest (amounting to 0% at the time of the present agreement's signing), is reimbursed within three months after the Tenant has vacated the property.

- a) If the Tenant leases the room again for the next academic year and the room is in the original and thoroughly cleaned condition at the end of the present agreement, the warranty will be transferred to the next academic year.
- b) The Tenant receives the room in a thoroughly cleaned condition. If the room is not in the same thoroughly cleaned condition at the end of the present tenancy agreement, an amount of 150 euros will be deducted from the warranty.
- c) The landlord has hired a cleaning company to clean the communal areas on a monthly basis. However, this does not exempt the tenant from keeping these communal areas neat and tidy at all times.
- d) At the start of the tenancy agreement the tenants will receive a key, giving them access to the dwelling (front door) and the room. If the key is not returned at the end of the agreement, an amount of 100 euros will be deducted from the warranty.

ARTICLE 7

The Tenant receives the property for personal habitation. The entrance hall and stairwell are exclusively intended as access to the rooms. The entire ground floor is a common area for all residents of the multi-unit dwelling. Loud activities are not allowed in the individual rooms and the common areas.

ARTICLE 8

The Landlord undertakes to ensure the peaceful enjoyment of the room. Both parties or third parties to whom they granted access, must refrain from anything that may disturb the peace of the other tenants and neighbours. Pets are not allowed.

ARTICLE 9

The Landlord must be informed of subletting in a timely manner; he can only refuse for a valid reason. In any case, the Tenant remains jointly and severally liable for the tenancy agreement. Lease transfer is prohibited.

ARTICLE 10

The Landlord is obliged to maintain the property in such a manner that it can be used for its intended purpose. The Tenant will immediately inform the Landlord of any damage or defect. Damage due to improper use and any damage or depreciation caused by the Tenant or by third parties to whom he has given access to the leased property, will be charged to the Tenant. All tenants of the multi-unit dwelling are considered severally liable for any non-attributable damage caused to the common areas/properties and to the safety installations insofar as it does not concern repairs at the Landlord's expense, normal use, maintenance or wear. Any damage charged must be settled by the Tenant within one month after it is charged. The Tenant is not allowed to make any changes to the leased property. The refrigerator and corresponding freezer compartment will be regularly defrosted and cleaned by the Tenant.

At the end of the lease the Tenant will supply a new carbon filter for the extractor hood. If no new filter is supplied, 75 euros will be deducted from the warranty.

ARTICLE 11

The room is part of a multi-unit dwelling where a community of students is created and to which each community member contributes. The Tenant complies with the living arrangements as further stipulated in the internal rules.

ARTICLE 12

The tenancy agreement ends on the date agreed on, without giving notice. Tacit renewal cannot be invoked. The Tenant will fully vacate and clean the room (including the windows on the inside and outside) and return the keys at the latest on the date of termination. If the keys are not returned in time, an occupancy compensation of $\frac{1}{4}$ of the monthly rent will be charged per started week.

Prior to April 15 the Tenant must indicate in writing whether he wishes to take an option on the lease of the room for the next academic year.

If the renewal option is made before April 15, the rent will be indexed (linked to the health index as published monthly by the FPS Economy, 2013 basis) on the basis of the following formula:

$$\frac{\text{basic rent} \times \text{new index}}{\text{initial index}}$$

The initial index is the index of the month of March of the year in which the present agreement is signed.

The new index is the index figure of the month of March of the year in which the agreement is renewed.

If the option is taken after April 15, the Landlord is free to set a new rent, whereby the Tenant will have the right to waive any further lease.

ARTICLE 13

The parties may prematurely terminate the present tenancy agreement:

1. The Landlord:

The Landlord may not unilaterally terminate the tenancy agreement before its due date. Should the Tenant seriously breach his contractual obligations or jeopardise the peaceful enjoyment of the student accommodation, the Landlord will not fail to seek the termination of the agreement before the competent Justice of the Peace.

2. The Tenant:

a. Before the tenancy agreement's effective date:

- on payment of a compensation in lieu of notice, amounting to two months' rent if the agreement is terminated less than three months before its effective date.

b. During the tenancy agreement:

- upon termination of the studies, providing that the educational institution presents proof that the studies have been stopped.
The Tenant must terminate the agreement by means of a registered letter in compliance with a two-month notice period. The notice period commences on the first day of the month following the month in which the notice is given.
- on the death of one of the parents or another person taking care of the Tenant's livelihood. The Tenant must terminate the agreement by means of a registered letter in compliance with a two-month notice period. The notice period commences on the first day of the month following the month in which the notice is given.
- if a new tenant presents himself during the notice period, who immediately wants to lease the room and who is accepted by the Landlord, the existing tenancy agreement is immediately cancelled and the new tenancy agreement takes effect.
- on the death of the student or Tenant, the tenancy agreement is cancelled automatically and by operation of law on the first day of the month following the death.

ARTICLE 14

The Landlord undertakes to ensure the undisturbed enjoyment of the studio. The Landlord or their representative is entitled, by prior arrangement with the Tenant, to visit the studio no more than twice a year to inspect the condition of the property. The Tenant must allow urgent repairs to be carried out on the property. If these repairs take longer than 30 days, the rent shall be reduced proportionately in accordance with the statutory provisions.

ARTICLE 15

From April 15 onwards the tenants will give permission to have the room visited by potential new tenant.

ARTICLE 16

Waste must be personally sorted and taken out, the Tenant himself will provide garbage bags of the city of Mechelen. See <http://www.ivarem.be/ophaalkalender.html>

ARTICLE 17

There is a public bicycle shed in front of the house. It is also possible to park bicycles on the ground floor inside the house. **Under no circumstances is it allowed to park bicycles in the house.**

ARTICLE 18

The front door of the house must always be locked.

ARTICLE 19

The Landlord takes out fire and water damage insurance for the building. The contents of the building are not insured.

The Tenant must take out his own fire insurance with the following coverages:

- tenant's liability
- third-party claims
- personal effects.

TIP: check your parents' fire insurance policy. It may already include some elements.

ARTICLE 20

Both parties undertake to settle any dispute concerning the interpretation, implementation or termination of the agreement amicably before taking it to court. The initiative to take any legal action lies with the parties themselves.

The Mechelen court has exclusive jurisdiction.

ARTICLE 21

The Tenant declares having taken cognisance of the enclosed internal rules. The internal rules are an integral part of the present agreement. In case of contradictions between the internal rules and the present agreement, the latter will take precedence.

By signing the present agreement, the Tenant undertakes to strictly comply with the agreement and the internal rules.

ARTICLE 22

The Landlord is obliged to have the tenancy agreement and the inventory of fixtures registered within two months after its signing.

Drawn up in MECHELEN, in 2 originals. Each party acknowledges having received its copy,

The present tenancy agreement consists of 13 pages that are initialled separately.
Any changes to the present tenancy agreement are signed by both parties.

Date: XX

On behalf of the Landlord:

On behalf of the Tenant:

Dirk Reyniers

Addendum: Internal rules for rooms at HANSWIJKSTRAAT 74 in 2800 MECHELEN

Internal Rules for Rooms HANSWIJKSTRAAT 74 in MECHELEN

Residence Management:

JeLo consulting bvba, Wolvenweg 1 2830 TISSELT
Tel: 0475/70 50 22 – dirkreyniers@jeloconsulting.be

Statute of the internal rules:

Art.1.

The internal rules impose a number of formal provisions that must be complied with as a tenant.

Your room

Art.2.

The room to your key is handed over at the latest on September 1 and after the warranty has been paid. The key gives access to the property and access to your studio. Losing the key will cost 100 euros.

It is prohibited:

- to pass on your key
- to make another key or have another key made
- to install a different cylinder lock in your room door

Art. 3.

Together with your key, you will receive an inventory of fixtures document. Indicate all defects and report the condition of the floor, walls, windows, sanitary appliances, kitchen cabinets, ... Return the document to Residence Management within 10 days after receiving the keys.

At the end of the tenancy agreement Residence Management will compare the condition of your room with this inventory of fixtures. Damage by your hand or by third parties to whom you give access to your room, missing objects or extra cleaning will be charged to you by Residence Management.

Art. 4.

It is prohibited to remove furniture that belongs to your room.

You are not allowed to change anything to your room. You are not allowed:

- to change the curtains
- to paint or wallpaper without the express permission of Residence Management
- to change anything to the technical installations. (e.g. internet connection, TV connection)

Posters and other decoration must be attached in such a manner that the walls or door are not damaged.

You are not allowed to change anything to the exterior view of your room either.

You must provide your own mattress.

Art. 5.

You must regularly clean your room. This implies:

- cleaning of the floor
- cleaning of windows (inside and outside)
- dusting and cleaning of furniture
- cleaning and descaling of sanitary appliances
- regular defrosting of the refrigerator's freezer compartment

- regular replacing of the carbon filter in the extractor hood
- regular cleaning of the cooker
- regular cleaning of the sink and drip tray
- regular cleaning of kitchen cabinets (inside and outside)
- do not forget to regularly ventilate the room!

Art. 6.

You are only allowed to use the following electrical appliances in your room:

- coffee maker
- microwave oven
- standard lighting
- radio
- stereo installation
- water cooker
- clock radio
- razor
- electric toothbrush
- hairdryer
- PC/laptop and accessories
- TV
- Iron

Separate heating appliances and gas appliances are not allowed. Only use approved (CEBEC) junction boxes with grounding.

If Residence Management finds any other than the above-mentioned appliances, the resident will be charged a supplement of 50 euros per month per appliance. If Residence Management finds any unsafe appliances, these may be removed.

Your room is equipped with a smoke alarm. Residence Management ensures the good operation thereof. You are not allowed to touch the smoke alarm yourself. If you have the impression that the smoke alarm does not work, please inform Residence Management.

Art. 7.

It is prohibited in your room:

- to smoke
- to dry laundry
- to light candles or fragrance sticks
- to use deep fryers

When cooking, pay attention that the extractor hood is always on. A burnt steak or toast will trigger the fire alarm!

Art. 8.

Close the window when leaving the room, especially when it freezes or rains.

Never fully close the radiators when it freezes. As a resident, you are obliged to avoid any frost damage.

Living together. peaceful enjoyment and privacy

Art. 9.

Living together with others is not always self-evident or smooth. Avoid conflicts and do not cause any nuisance. Respect other people's privacy. Comply with the arrangements made and the rotation system(s) agreed on.

Art. 10.

You are obliged to respect the other tenants' peaceful enjoyment. So keep it quiet inside the dwelling, in the daytime but especially in the evening and at night.

Noise is prohibited between 10 pm and 8 am and during pre-exam periods. Cooking or showering is not allowed between 12 pm and 7 am.

Activities such as dorm parties, parties, barbecues, cantuses and the like cannot be organised in the dwelling. (Not even in the common areas.)

You are responsible for your guests' behaviour. It is prohibited to have guests spend the night in your room. After all, the rooms are only licensed as a single-person room and insured as such.

Guests are not allowed in the rooms between 11 pm and 9 am, in order to respect the peace of the other tenants.

Art. 11.

Smoking in the dwelling is prohibited.

Common area

Art. 12.

The landlord has hired a cleaning company to clean the communal areas on a monthly basis. However, this does not exempt the tenant from keeping these communal areas neat and tidy at all times.

If the maintenance of the common area is not improperly carried out, a first reminder will be sent to all tenants. In the event of repeated occurrence, Residence Management will charge each tenant an additional amount of 25 euros per month.

Art. 13.

The tenants will personally sort the waste. To do so, you must purchase garbage bags of the city of Mechelen and place the bags outside at the appropriate times. Under no circumstances can garbage bags be stored in the common areas.

See www.ivarem.be/ophaalkalender

Art. 14.

Posters and announcements about activities can only be posted on the magnetic board in the entrance hall (and removed again after the activity has ended).

Art. 15.

Residence Management will charge any damage in the common areas to the perpetrators, or if they cannot be found, to all the tenants. The same goes for littering.

Art. 16.

There is a bicycle rack in front of the dwelling. Preferably use this bicycle rack to park your bicycle. Do not place any bicycles against the façade or in the hall. Always lock your bicycle!!

Sustainable energy consumption

Art. 17.

The rent for the rooms includes water, heating and electricity. Each room has its own fuse box, so if something electrical goes wrong, always check your own fuse box first. The main fuse is in the basement, as well as the main water and gas taps. In the event of a calamity, these taps can be closed. The key to access the basement is located in the entrance hall on the ground floor, in the fire department box near the stairs. Always contact Residence Management before breaking the glass of the fire department box.

If we want to keep rent prices affordable, we cannot we afford to waste energy. So please observe the following guidelines:

- when leaving your room for a longer period of time, turn down the heating, especially in the weekend!
- always make sure that the water taps are properly closed.
- use the half-flush buttons on the toilets
- remember that the “standby” and “sleep” positions of a variety of electrical appliances also consume energy. So fully turn off these appliances if they are not used for longer periods of time.
- in the event of any problems, please send a message to Residence Management which will promptly take care of it.

Your safety and other people's safety.

Art. 18.

Always keep the front door locked. If you expect visitors, only open the door when they ring. Do not let any strangers enter. Every room has a videophone, so each tenant can be called individually.

Close the door to your room when leaving, even for a short period.

Art. 19.

Always keep the hallway and stairwell free.

Art. 20.

Deep frying is prohibited. Deep fryers have already caused several fires...

Art. 21.

In case of fire, take the following actions:

- keep calm
- sound the fire alarm by pressing a fire alarm button. There is one in the hallway on each floor.
- there is a fire extinguisher on each floor. Every fire starts small, try to put it out at that time.
- if your room is located at the back of the building, use the fire escape at the back for evacuation.
- inform the fire department by dialling 112. Clearly explain where the fire is located: Hanswijkstraat 74 on the ... floor
- follow the fire department's instructions
- inform Residence Management on 0475/70 50 22

Technical defects

Art. 22.

If you find a technical defect in your room or in the building, always inform dirkreyniers@jeloconsulting.be via mail. You can also call 0475/70 50 22, but this does not mean that you no longer need to send an e-mail!

Sanctions

Art. 23.

In the event of non-compliance with the contract clauses and the provisions of the internal rules, the Landlord may take sanctions:

Sanctions during the academic year:

- written reminder at the home address
- termination of the tenancy agreement for a serious reason due to the Tenant's behaviour. (The repeated violation of arrangements is also considered a serious reason.)

Art. 24.

The Landlord has the right to check whether the contract clauses and the internal rules are complied with.

Complaints

Art. 25.

If you have any complaints about what goes on inside the building, please send your complaint to dirkreyniers@jeloconsulting.be.

STUDIO

Inventory

- 1 Kitchen
- 1 Sink
- 1 Cooker
- 1 fridge with freezer
- 1 table
- 1 chair at table
- 1 desk with chairbureau
- 1 bed with slated base (90 X 200)
- 1 book shelf
- 1st wardrobe
- 1 douche
- 1 WC
- 1 washbasin with vanity unit and mirror cabinet

Defects: (add more pages when needed)

- 1.
- 2.
- 3.

For approval

The Landlord

The Tenant