

# TENANCY AGREEMENT FOR STUDENT ACCOMMODATION – ACADEMIC YEAR ..... / .....

Complete the text, check the applicable boxes; all alterations must be initialled by both parties.

## LANDLORD

**Natural person:** name: ..... first names: .....  
Br(ik reference no.: ..... living in (main place of residence) street: ..... no: .....  
postal code: ..... municipality: ..... place and date of birth: .....  
**Or partnership + company registration no:** .....  
Br(ik reference no.: ..... with head office in: ..... no: .....  
postal code: ..... municipality: ....., in this matter legally represented by: name: .....  
..... first name: ..... capacity: .....  
**Obligatory:** e-mail: ..... telephone: .....

## TENANT(S)

name: ..... first names: ..... student card no: .....  
institution of higher education: ..... degree programme and programme year: .....  
living in (main place of residence) street: ..... no: .....  
postal code: ..... municipality: ..... country: ..... telephone: .....  
e-mail: ..... place and date of birth: .....  
identity card no.: ..... IBAN: ..... BIC: .....  
  
name (2<sup>nd</sup> tenant): ..... first names: ..... student card no.: .....  
institution of higher education: ..... degree programme and programme year: .....  
living in (main place of residence) street: ..... no: .....  
postal code: ..... municipality: ..... country: ..... telephone: .....  
e-mail: ..... place and date of birth: .....  
identity card no.: ..... IBAN: ..... BIC: .....

have agreed to the following:

## PART 1: IDENTIFICATION OF THE RENTED PROPERTY, FINANCIAL AGREEMENT

### Art. 1. Identification of the property

The landlord lets out:

- ☐ a student room ☐ a studio ☐ a flat  
☐ furnished ☐ unfurnished

to be occupied by: ☐ 1 person ☐ ..... persons, situated at the following  
address: street: ..... no: .....  
postal code: ..... municipality: .....  
telephone: ..... at the ☐ front ☐ back of the  
building on the: ..... floor, with room number .....

The tenant declares that the accommodation will be used for study purposes  
only and that he will not have his main place of residence in the  
aforementioned accommodation, which is explicitly forbidden. The tenant is  
assumed to have viewed the accommodation beforehand.

The tenant must be a registered student of one of Br(ik's partner institutions  
and the landlord must be registered as a homeowner with Br(ik.

### Art. 2. Description of the condition of the accommodation

During the first 14 days of the actual occupation of the housing unit, an  
extensive description of the condition of the accommodation must be drawn  
up, with both parties present and at shared expense. The same must be done  
at the end of the tenancy. When no such description of the condition of the  
accommodation could be drawn up as a result of an action by, or of  
negligence of the tenant, it is assumed that the accommodation was in good  
condition when the tenant took up residency there.

### Art. 3. Duration + definition of a rental month

The rental period is ..... rental months. This period begins on:  
..... and ends on .....

A rental month begins on the ..... of the calendar month and ends on  
the ..... of the following calendar month.

### Art. 4. The end of the tenancy agreement

Without a termination of tenancy, the tenancy agreement ends on the date  
specified in Article 3. Automatic renewal of the tenancy agreement cannot be  
claimed (Civil Code, Art. 1738). Unless otherwise agreed, the tenant must  
completely vacate the accommodation by that time, clean it and personally  
return the keys to the landlord. When a new agreement with the same student  
is concluded, both parties decide in mutual agreement to what extent the  
accommodation has to be vacated. The keys must always be returned to the  
landlord upon termination of the rental period. If the parties do not arrange to  
meet so that the keys can be returned in person, the tenant must send them to  
the landlord by registered mail on the day the tenancy agreement expires, at  
the latest.

### Art. 5. Composition of the rent

The total rent of this tenancy agreement is € ..... or € .....  
a month. This amount does NOT cover:

- The energy consumption which is charged at cost to the individual tenant.  
For this, a monthly advance of € ..... is charged. Upon termination  
of the tenancy agreement – and if necessary at an earlier moment – the  
landlord must provide a detailed breakdown of costs. Any relevant meter  
readings (gas – water – electricity) must be included in the description of  
the condition of the accommodation/regulations in attachment.
- Other: .....

### Art. 6. Method of payment – default of payment

The rent, viz. € ..... is deposited monthly, within the first  
five calendar days after the start of the rental month, at the latest, into the  
IBAN: ..... BIC: .....  
in the name of .....

In case of non-payment of rent, costs or charges, a yearly interest of 7% will  
be charged by right and without prior notification of default from the 15<sup>th</sup> day  
after the due date. A written reminder (extra cost: € 15) will be sent after 15  
days arrears.

### Art. 7. Deposit

The deposit is the equivalent of: ☐ 1 month's ☐ 2 months' ☐ 3 months' rent.  
Within 7 working days after signing the tenancy agreement, the tenant will pay  
the deposit of € .....

☐ depositing the amount due into an individualized and frozen bank account  
of a financial institution, in the tenant's name.

☐ depositing the amount due into a bank account of a financial institution,  
belonging to the landlord. The IBAN is .....  
BIC .....

☐ handing the amount over to the landlord against receipt.

The deposit can never be considered as a payment of rent by the tenant and  
can only be used to reimburse damages to the rented property caused by the  
tenant or a third party granted access to the accommodation by the tenant.  
Damage due to normal use, wear and tear or age will not be charged to the  
tenant. The deposit will be refunded within 2 months after the termination of  
the tenancy agreement, at the latest, if all conditions of this agreement have  
been met and after full settlement of all outstanding amounts due, by means of  
a deposit into the bank account(s) mentioned above.

## PART 2: GENERAL TERMS AND CONDITIONS

### 1. OBLIGATIONS OF THE LANDLORD

#### Art. 8. Basic obligations with regard to safety, health and amenities

The landlord promises to adhere to the regulations of the Brussels Housing Code.

#### Art. 9. Maintenance and repairs

In accordance with the relevant legal provisions, all technical maintenance and repairs are the responsibility of the landlord. The tenant must immediately, in writing, notify the landlord of any damages or defects requiring repairs. The landlord undertakes to have the repairs carried out as soon as possible. The landlord can carry out small maintenance jobs in the accommodation, or have them carried out. For major repairs, a suitable moment is to be decided upon in consultation with the tenant(s). The landlord will, however, carry out no repairs during the revision or the examination periods, with the exception of urgent repairs. All requested alterations or renovations have to be clearly described.

#### Art. 10. Quiet enjoyment

During the term of the agreement, the tenant has the property uninterruptedly at his disposal. The landlord undertakes to ensure the quiet enjoyment of the accommodation. He is only allowed access to the rented property for reasons of hygiene, safety, technical maintenance, re-letting or in case of circumstances beyond one's control. The tenant is not allowed to keep animals in the rented property or to let animals stay there. Both parties, as well as third parties to whom they may have granted access, must refrain from any activities that might disturb the peace and quiet of the other occupants of the building or neighbours.

#### Art. 11. Insurances

The landlord must adequately insure the building against the risks of fire, electrical damage, explosions, water damage, storm damage, lightning strikes, attacks and neighbour nuisance, with a waiver of subrogation in favour of the tenant.

### 2. OBLIGATIONS OF THE TENANT

#### Art. 12. Subletting and transfer of tenancy

Subletting the accommodation, placing it at the disposal of others or transfers of tenancy are prohibited without the landlord's written permission. All forms of trade or industry or professional activities are also explicitly forbidden and can only be permitted after the landlord's written agreement. In particular must the tenancy agreement under no circumstances become subject to Commercial Tenancy Law. If the landlord were to be taxed under that law, this taxation will be exclusively paid by the tenant.

#### Art. 13. Damages and depreciation

The tenant is responsible for all damages or depreciation caused by himself or by a third party to whom he allowed access to the accommodation. The tenant must also take the necessary precautions to prevent frost damage in the accommodation. It is the landlord's responsibility to protect all installations from frost damage. With the exception of repairs at the expense of the landlord, normal use, maintenance or wear and tear, the tenants are supposed to be jointly liable for all damages inflicted on the communal areas and safety installations, when the individual(s) responsible for the damage is/are unknown.

#### Art. 14. Insurance of the home contents

The tenant will insure his personal belongings against all risks deemed necessary by him, at his own expense, with a waiver of recourse in favour of the landlord. It may be possible to have the tenant's parents' fire insurance policy cover this risk.

## PART 3: POSSIBILITIES OF TERMINATING THE TENANCY AGREEMENT

#### Art. 15. Premature termination

a) The landlord and the tenant explicitly agree that the following situations, at least, are to be considered serious shortcomings by the tenant, and that they are such that they would justify the landlord's possible claim for the judicial dissolution of the present agreement at the expense of the tenant:

- serious reasons due to the behaviour of the tenant as a result of which the original purpose of the accommodation as a place for study risks being compromised;
- if the rent arrears exceed 2 months' rent.

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

b) Both parties can terminate this agreement without stating a valid reason by giving 1 month's notice: the compensation amounts to minimum 2 months' and maximum 3 months' rent. If a new tenant, who is acceptable to the landlord, is prepared to take over the tenancy agreement, the compensation can by mutual consent be limited to the actual loss of rent incurred.

The termination takes effect on the first day of the rental month following the month in which notice was served.

Notice must in all cases be sent by registered mail and must include the (possible) reason for termination and evidence thereof. A copy of this letter must be sent to Br(ik). When the tenant dies, the tenancy agreement is automatically terminated.

#### Art. 16. Prior attempt at reconciliation

The tenant must be a student of one of Br(ik's partner institutions and the landlord must be registered with Br(ik as a homeowner.

Each dispute with regard to the interpretation, the execution or the termination of this tenancy agreement can be submitted to Br(ik, at the request of one of the parties involved, prior to bringing the case before the court. This service will then as soon as possible formulate a proposal to reconcile both parties. The parties retain the initiative to take further steps, if necessary legal ones. Only Belgian law applies and only the courts of the judicial district of Brussels are competent.

#### Art. 17. Final provisions

This tenancy agreement can also be complemented by health and safety regulations that have previously been communicated to the tenant. In that case, the tenant must adhere to these regulations. Both parties must subscribe these regulations and the signed copies must be attached to all copies of the tenancy agreement. Their content may under no circumstances be contrary to or detract from the stipulations in the tenancy agreement.

Drawn up in ..... on ..... in duplicate / triplicate. Each party acknowledges receipt of one copy.

THE TENANT(s):

THE LANDLORD :

IMPORTANT: EACH COPY OF THIS AGREEMENT MUST BE SEPARATELY SIGNED BY BOTH PARTIES.