



## TENANCY AGREEMENT FOR SUBLETTING STUDENT ROOM/STUDIO ACADEMIC YEAR 2021-2022

**THIS UNAUTHORIZED TRANSLATION OF THE MODEL CONTRACT IS INTENDED FOR YOUR INFORMATION ONLY.  
TO CONCLUDE A RENTAL AGREEMENT PLEASE USE THE ORIGINAL CONTRACT IN DUTCH.**

Between the undersigned parties:

surname and first name.....  
date and place of birth OR National Register number.....  
with main residence of (street, no.) ..... Country .....  
(post code, town/city) ....., telephone/mobile .....  
e-mail address .....

henceforth referred to as the MAIN TENANT

AND

surname and first name.....  
date and place of birth OR National Register number.....  
with main residence, which is different from the rental address, at (street, no.) ..... Country .....  
(post code, town/city) ..... telephone/mobile .....  
e-mail address .....

henceforth referred to as the SUBTENANT

agree to the following:

**Art. 1.** The main tenant is letting a student room/studio intended for occupation by one person, namely the above mentioned subtenant who declares to be a student, situated at:

street and number .....  
town/city .....

front  back  side of the property on the ..... floor, with room number .....

The room/studio can only be used as a study residence. The subtenant is not permitted to make this his/her main place of residence.

The tenant is not permitted to carry out professional activities in the student residence

**Art. 2.** The property comprises:

In the room/studio  bed  mattress  mattress protector  desk  table  chair  
 sofa  bookshelf  wardrobe other furniture: .....  
 cold water  hot water  shower  toilet  cooking facilities  
internet connection via  cable  Wi-Fi  
other:.....

Communal  shower  toilet  equipped kitchen  living room  
 cycle storage  telephone connection  TV connection  
other:.....

Heating  central heating  electric heating

**Art. 3. DURATION** - The room/studio is let for a short period of study/internship.

The rental period is for ..... months and ..... weeks, starting on .....and ending on .....

The rental month begins on the starting day of this contract.

The subtenant will have uninterrupted use of the property for the duration of the agreement.

**Art. 4. RENT AND COSTS**

The rent is € ..... per month, of which € ..... for the rent of the furniture. If the rental period also includes weeks, this price is divided by four to obtain the weekly amount.

This rent **includes all costs**

This rent does **NOT include** .....

*In accordance with art. 60 of the Flemish Rental Decree, the rent shall include all costs and charges, with the exception of the consumption of energy, water and telecommunications and the tax on second homes.*

**Art. 5. PAYMENT** - € ..... to be paid monthly in return for a receipt or by direct bank transfer to IBAN account number ..... with BIC number .....

bank ..... in the name of .....

The payment must be made no later than five calendar days after the commencement of the rental month.

**Art.6. DEPOSIT** - The rent deposit is provided by the tenant at the earliest three months before this rental agreement comes into effect, and at the latest on .....

The deposit is one month rent, i.e. € .....

The subtenant will pay the deposit by bank transfer to the account number mentioned in article 5. The main tenant pays interest to the subtenant on the amount of the guarantee at the average financial market rate from the time the deposit was paid. Interest is capitalized.

The deposit can never be counted as rent by the subtenant. The deposit may be withheld in whole or in part if the subtenant has not fulfilled his/her rental obligations. The burden of proof for this lies with the main tenant.

The deposit or the balance thereof shall be released or returned to the tenant, plus the interest to IBAN account ..... with BIC number ....., bank ....., within three months after the subtenant has left the property, unless the main tenant contested the return within that period by registered letter to the subtenant.

**Art.7. TAX ON SECOND RESIDENCES** – The tax can only be charged on the condition that 1 January of the tax year is included in the contract duration as stipulated in art. 3. of this agreement.

If tax on second residences is not included in the rent and if the subtenant can submit proof of enrolment at an educational institution offering full-time day courses, the tax will be reduced from € 823\* to € 98,5\* in accordance with municipal regulations. As the tenant declares that he is a student, he is initially charged € 98,5\*. If the tenant fails to submit proof of enrolment at an educational institution to the landlord before 1 January, he will be required to pay the outstanding amount of tax at that time. If the tenant can also submit proof of holding a student grant, the tax is further reduced to € 43,5\*. The grant holder should submit documentary evidence to the landlord before 1 January.

*\* Or the tax amount that is valid at that moment. The amounts mentioned in this article apply to the tax year 2021 and will be indexed as stipulated in the municipal regulations.*

No tax on second residences is due on accommodations rented by students who are registered at the address of the rented property at the municipal register or the wait register, or by students who are in the possession of annex 33 (students from countries bordering Belgium), or by students who applied for annex 33 on 1 January of the tax year. This is particularly the case for international students residing in Leuven for more than 90 days. In this case the student needs to submit to the landlord proof of registration at the municipal register of the city or annex 33 before 1 January. If the tenant submits this proof in time, the landlord will not charge the tax or will reimburse the tax at that moment.

**Art. 8. FIRE INSURANCE** - The main tenant agrees to cover the subtenant's liability for fire and related dangers, electrical and water damage through

the liability insurance for tenants that is included in the main tenant's original contract which also covers the subtenant's liability towards the main tenant and towards third parties. *Main tenants must ensure that this cover is actually provided by the landlord's policy.*

the main tenant's individual policy within which the liability of the subtenant towards the main tenant and towards third parties is covered concluded by the Housing Service of the KU Leuven.

If the main tenant fails to meet this obligation, this automatically means that the main tenant loses all recourse to retrieval against the subtenant.

**Art. 9. DESCRIPTION OF ACCOMMODATION** - Both parties are obliged to draw up a detailed and cross-checked description of the accommodation within one month after the effective use of the rented room/studio. When important changes are made to the rented accommodation during the rental period, this will be added to the accommodation description as an appendix. If a final description of the accommodation is not made, the subtenant is deemed to have left the property in the same state as s/he received it upon arrival, unless evidence proves contrary. The same applies when no accommodation description has been drawn up.

**Art.10. TERMINATION OF THE AGREEMENT** - The agreement ends on the agreed date without notice having to be given. Automatic renewal of the agreement can not be invoked. Subject to a written agreement to the contrary, the subtenant must completely vacate the room/studio at that time. The keys must be returned by the end of the rental period unless otherwise agreed. If the parties do not make arrangements to hand over the keys in person for a receipt, then the subtenant will return the keys by registered post.

**Art. 11. SUBLETTING AND TRANSFER OF TENANCY** - Subletting and transferring tenancy are prohibited.

**Art. 12. EARLY TERMINATION** - The subtenant may terminate this agreement prematurely:

a. before the tenancy agreement comes into force by giving written notice of termination. Termination of the tenancy agreement is free of charge if the tenant terminates the tenancy agreement up to three months before its entry into force. The tenant shall be liable to pay a cancellation fee of two months' rent if the tenancy agreement is terminated less than three months before the entry into force.

b. by giving two months' notice:

- when officially stopping one's studies subject to presentation of proof issued by the educational institution
- in the event of the death of one of the parents or another person in charge of the tenant's maintenance, subject to presentation of a supporting document

In both cases, the notice of termination must be sent in writing, stating the reason and enclosing the supporting documents. The notice term shall begin on the first day of the month following the date when this letter was sent. A copy of this letter shall be sent to the Housing Service.

c. The tenancy agreement is automatically dissolved by the death of the tenant on the first day of the month following the death.

**Art. 13. MAINTENANCE - REPAIRS – DAMAGE** - The subtenant will inform the main tenant in writing as soon as possible about all damages, loss or fault that require a repair to be carried out.. At the same time, he will also inform the landlord via the following contact details:

.....  
The main tenant in turn agrees to inform the landlord about the situation and to use all statutory remedies against the landlord in order to get him to undertake the repairs that are his liability.

The main tenant agrees to make all operating instructions for electrical installations and equipment available to the subtenant. The subtenant will take all possible precautions to prevent frost damage in the room/studio. The subtenant is responsible for any damage or depreciation that s/he has caused or caused by third parties who s/he admitted to the rented property.

The tenant is responsible for the small repairs included in the statutory 'list of small repairs', see [www.woninghuur.vlaanderen](http://www.woninghuur.vlaanderen).

The subtenant is deemed to be jointly liable for non-attributable damage caused to communal areas/property of the house and to the safety installations. The subtenant may not make any alterations to the rented property without written permission from the main tenant.

**Art. 14. PEACEFUL ENJOYMENT** - The main tenant agrees to ensure the peaceful enjoyment. S/he is only able to gain access to the room in the event of force majeure or with the subtenant's permission. Animals are not permitted in or allowed to stay in the rented property without written agreement from the main tenant. Both parties or third parties to whom access has been granted, must refrain from activities that may disturb the peace of residents or neighbours.

**Art. 15. COMFORT** - The room/studio must conform to the applicable quality and safety standards for rooms/studios and student rooms. The room/studio must be sufficiently lit, ventilated and insulated against noise.

**Art. 16. MEDIATION BY THE HOUSING SERVICE** - Both parties agree to submit all disputes arising from the interpretation, compliance with or the termination of this agreement to the Housing Service, before bringing the matter to court (Naamsestraat 80, 3000 Leuven, +32 16 32 44 00, [housingservice@kuleuven.be](mailto:housingservice@kuleuven.be)). The Housing Service only mediates in rental disputes with tenants who are a student at the KU Leuven.

**Art. 17. FIRE SAFETY REGULATIONS - HOUSE REGULATIONS** - The main tenant agrees to provide the subtenant with the fire safety regulations for the house. The subtenant declares that s/he has received a copy of these regulations. The regulations are an integral part of this agreement. This tenancy agreement can also be supplemented with house regulations. In this case, the subtenant must respect the regulations on the condition that the subtenant has been able to become acquainted with them before signing the tenancy agreement. These regulations must be signed by both parties and attached to all copies of the tenancy agreement. The content may not contradict or detract from the regulations contained in the tenancy agreement.

The vulgarised explanation of the Flemish Rental Decree can be found on [www.woninghuur.vlaanderen](http://www.woninghuur.vlaanderen)

Drawn up in ....., on ..... in two originals, of which each has been separately signed and of which each party acknowledges that they have received one copy.

The tenant will provide the student administration at his/her educational institution with one copy of this tenancy agreement.

THE SUBTENANT

THE MAIN TENANT

\_\_\_\_\_

\_\_\_\_\_

*Student Services KU Leuven works for the Housing Service together with the social service associations UC Leuven-Limburg, LUCA-Campus Lemmensinstituut and the Vlerick Business School.*

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