

Document Good Landlord 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

- a) 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/vraag-en-antwoord/welke-rechten-en-plichten-heb-ik-als-huurder>

Deposit

- b) 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:

- a. there is damage as referred to in Article 7:218 of the Dutch Civil Code¹, in which case the landlord will refund the remainder of the deposit, after

¹ Article 7:218 of the Dutch Civil Code:

1 The tenant is liable for damage to the rented property caused by a failure attributable to him in the fulfilment of an obligation under the rental agreement.

2 All damage is presumed to have arisen as a result, except for fire damage and, in the case of renting a built immovable property or part thereof, damage to the exterior of the rented property.

3 Without prejudice to Article 224, paragraph 2, the tenant is presumed to have received the rented property in an undamaged condition.

deduction of demonstrably incurred costs related to the repair of the damage, within thirty days after termination of the rental agreement;

- b. the tenant has not yet paid the rent due, as referred to in Article 7:237 paragraph 2 of the Dutch Civil Code, service charges, as referred to in Article 7:237 paragraph 3 of the Dutch Civil Code, or energy performance fee, as referred to in Article 7:237 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.²

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

- c) The rental agreement contains the contact details of the service desk of/on behalf of the Landlord. The tenant can contact that service desk for matters concerning the Premises.

Municipal reporting point

- d) The rental agreement contains the contact details of the municipal reporting point, where complaints about undesirable rental behaviour can be reported, if that reporting point was already known when the rental agreement was concluded. For an overview of all municipal reporting points, please refer to the website of the Association of Dutch Municipalities.

Service charge

- e) Insofar as service costs as referred to in Article 7:237 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: <https://vng.nl/sites/default/files/2023-12/wgv-meldpunten-en-verordeningen.pdf>

Use of rented housing

- f) 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.

² *Article 7:237 of the Dutch Civil Code:*

1 In this section, price means the totality of the obligations that the tenant assumes towards the landlord in or with regard to rent.

2 Rent is understood to mean the price payable for the sole use of the living space.

3 In this section, costs for utilities with an individual meter are defined as: the compensation in connection with the supply of electricity, gas and water for consumption in the living area of the rented property on the basis of an individual meter located in that part. Service costs mean the compensation for other goods and services provided in connection with the occupancy of the living space. Items and services for which the compensation must be regarded as service costs can be designated by order in council.

4 In this section, energy performance compensation means the written payment obligation that the tenant must meet with regard to the costs for an energy performance of the living space guaranteed by the landlord as a result of a combination of energy-saving and energy-producing facilities in that living space.

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

- g) During the period of the rental agreement, the landlord can enter the rented housing, after an agreement had been made with the tenant, unless:
1. there is an urgent emergency requiring immediate action;
 2. urgent work as referred to in Section 7:220 paragraph 1 of the Civil Code must be carried out on the rented housing;
 3. the landlord, with continuation of the rental agreement, wishes to proceed with renovation as referred to in Article 7:220, paragraph 2 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;
 4. the landlord must allow something for the benefit of a neighbouring property pursuant to Article 5:56 of the Civil Code;
 5. entering the rented housing for the purpose of a viewing for sale or new rental as referred to in Article 7:223 of the Civil Code;

General information regarding types of rental agreements

- h) 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/vraag-en-antwoord/welke-mogelijkheden-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/huurwoning-zoeken/vraag-en-antwoord/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>

Possibilities for annual rent increase

i) With regard to the possibilities for annual rent increases, the landlord refers to the following informative web pages of the central government:

- <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord>, paragraph "Huurprijs"
- <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/wat-is-de-maximale-huurverhoging-in-2023>

On the first web page, the central government publishes links in the paragraph mentioned to web pages that contain overviews of the options available to the landlord to increase the rent in the social and private sector in a specific year.

The second web page contains the information provided by the National Government that specifically and exclusively relates to the year 2023.

Rental price check

j) The landlord refers to the following web pages of the Rent Assessment Committee for the manner in which the tenant can calculate the rent based on the housing valuation system:

- <https://www.huurcommissie.nl/huurders/sociale-huurwoning/maximale-huurprijs-berekenen>
- <https://checkjeprijs.huurcommissie.nl/onderwerpen/huurprijs-en-punten/huurprijscheck-en-puntentelling>

Minor repairs

k) 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

I) 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/Huurgeschiel/#tabs>
- <https://www.rechtspraak.nl/Onderwerpen/Huurgeschiel/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 fulfil 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.