

## TENANCY AGREEMENT STUDENT ROOM/STUDIO

### ACADEMIC YEAR 2022-2023

THIS MODEL TENANCY AGREEMENT IS MADE AVAILABLE BY THE HOUSING SERVICE OF KU LEUVEN STUVO TO LANDLORDS. BY USING IT THE LANDLORD ACCEPTS THE MEDIATION OF THE HOUSING SERVICE IN CASE OF PROBLEMS REGARDING THIS RENTAL CONTRACT (SEE ART. 18). THE LANDLORD DECLARES THAT MODIFICATIONS/DELETIONS/ADDITIONS WILL BE DONE IN A VISIBLE WAY AND WILL BE SIGNED BY BOTH PARTIES.

THIS TENANCY AGREEMENT ONLY APPLIES TO STUDENT HOUSING IN THE FLEMISH REGION.

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:

**henceforth referred to as the LANDLORD:**

surname and first names: .....

date and place of birth OR National Register number: .....

street, no: .....

postal code: ..... town/city: .....

telephone/mobile: ..... e-mail address: .....

OR

company: .....

company number: .....

registered office: .....

represented by: .....

**and henceforth referred to as the TENANT:**

surname and first names: .....

date and place of birth or National Register number: .....

student at ☐ KU Leuven ☐ UC Leuven-Limburg ☐ LUCA Campus Lemmens ☐ Vlerick

☐ other educational institution offering full-time study programs: .....

student number: .....

with main residence, which is different from the rental address, at:

street, no: .....

postal code: ..... town/city: ..... country: .....

telephone/mobile: ..... e-mail address: .....

agree to the following:

**Art. 1.** The landlord is letting a student room/studio, intended for occupation by one person, namely the above mentioned tenant, situated at:

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

☐ front ☐ back ☐ side of the building

op the ....., floor, with number ..... for the period of student residence during the academic year 2022-2023.

☐ The landlord will allow the tenant to occupy the property with a second person.

The rented property can only be used as a study residence. The tenant is not permitted to make this his/her main place of residence. If the tenant wishes to alter the purpose of the property, s/he must have the explicit permission of the landlord. The tenant is not permitted to carry out professional activities in the student residence.

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

- Individual ☐ bed ☐ mattress ☐ mattress protector ☐ desk ☐ table ☐ chair  
☐ sofa ☐ bookshelf ☐ wardrobe ☐ other furniture: .....  
☐ cold water ☐ hot water ☐ shower ☐ toilet ☐ limited cooking facilities ☐ equipped kitchen  
☐ internet connection via ☐ cable ☐ Wi-Fi  
 other: .....
- Communal ☐ shower ☐ toilet ☐ equipped kitchen ☐ living room ☐ bicycle storage  
☐ TV connection, other: .....  
☐ cleaning of communal areas
- Heating ☐ central heating ☐ electric heating

**Art. 3. DURATION**

The rented property is let for a rental period of ..... months and ..... weeks, starting on ..... 2022 and ending on ..... 2023.

(Start academic year KU Leuven, LUCA-campus Lemmens: 26 September 2022; UC Leuven-Limburg: 19 September 2022; Vlerick: 1 September 2022)

A rental month starts on the starting date of the rental agreement.

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

**Art. 4. RENT AND COSTS**

The rental price 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.

*If a successive tenancy agreement is reached with the same student for the same room, this rental price is indexed on the anniversary date of the tenancy agreement's entry into force.*

This rental price **INCLUDES EVERYTHING EXCEPT** what is indicated below\*:

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> water                             | <input type="checkbox"/> monthly advance of € ..... | <input type="checkbox"/> heating                 | <input type="checkbox"/> monthly advance of € ..... |
|  | <input type="checkbox"/> individual subscription    |  | <input type="checkbox"/> individual subscription    |
| <input type="checkbox"/> electricity                       | <input type="checkbox"/> monthly advance of € ..... | <input type="checkbox"/> internet subscription   | <input type="checkbox"/> monthly advance of € ..... |
|  | <input type="checkbox"/> individual subscription    |  | <input type="checkbox"/> individual subscription    |
| <input type="checkbox"/> fixed monthly cost of € ..... for | <input type="checkbox"/> water                      | <input type="checkbox"/> electricity             | <input type="checkbox"/> heating                    |
| <input type="checkbox"/> fixed yearly cost of € ..... for  | <input type="checkbox"/> water                      | <input type="checkbox"/> electricity             | <input type="checkbox"/> heating                    |
| <input type="checkbox"/> tax on second residences (art. 7) | <input type="checkbox"/> internet                   | <input type="checkbox"/> tax on second residence |   |

*\* In accordance with art. 60 of the Flemish Rental Decree, the rent shall include all costs and charges, with the exception of water and energy consumption, telecommunications, and the tax on second homes. This article shall not apply to tenancy agreements reached after 1 January 2019 and following a tenancy agreement reached between the same tenant and landlord before this decree came into force.*

If an advance is requested, the difference between the actual costs and the advances paid will be shown in a separate detailed account at the end of the rent. The initial and final readings of electricity, gas and water will be recorded jointly on entry and exit. If no individual meters are provided, and in so far as residential units with comparable comfort are concerned, the costs shall be divided according to the counter reading of the main meter and on the basis of the following distribution key:

.....

**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 start 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 not later than .....

The deposit is one / two month(s) rent, i.e. € .....

- ☐ The tenant will deposit the deposit with a financial institution on an individualised and blocked guarantee account in his/her name.  
☐ The tenant will pay the deposit by bank transfer to the account number mentioned in article 5.

The interest accrued is capitalized for the benefit of the tenant.

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

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 tenant has left the property, unless the landlord contested the return within that period by registered letter to the tenant.

When a new tenancy agreement is concluded, the deposit is transferred.

**Art. 7. TAX ON SECOND RESIDENCES**

If the tax is included in the rent, it will be up to a maximum of the valid student rate at that time. Every supplementary amount is at the expense of the tenant. If tax on second residences is not included in the rent and if the student can submit proof of enrolment at an educational institution offering full-time day courses, the tax will be reduced from € 833,5\* to € 100\* in accordance with municipal regulations. As the tenant declares that s/he is a student, s/he is initially charged € 100\*. If the tenant fails to submit proof of enrolment at an educational institution to the landlord before 1 January, s/he will be required to pay the outstanding amount of municipal tax at that time. If the tenant can also submit proof of holding a student grant of at least € 200, the tax is further reduced to € 44,5\*. 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 2022 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.

**Art. 8. FIRE INSURANCE\***

The landlord agrees to include cover for the tenant's liability towards the landlord and towards third parties in his/her insurance policy for fire and related risks, electrical and water damage, at the expense of the tenant.

Insurance company + policy: .....

If the landlord fails to meet this obligation, this automatically means that the landlord loses any right of recourse against the tenant.

If the tenant is held liable, the indemnity will be borne by the tenant.

The tenant will take care of his/her own insurance for his/her personal belongings. If the landlord is held liable for damage to the tenant's personal property, the indemnity will be borne by the landlord.

*\* Note: the landlord must ensure that the cover mentioned in this contract is actually provided by his/her policy.*

**Art. 9. DESCRIPTION OF ACCOMMODATION**

During the first month of effective use of the rented property, both parties are obliged to draw up a detailed and cross-checked description of accommodation of the room and the communal areas. 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 one of the parties should request this, a detailed and cross-checked description of accommodation will be drawn up at the end of the contract by both parties. If a final description of the accommodation is not made, the tenant is deemed to have left the property in the same state as s/he received it upon arrival, unless evidence proves the contrary. If, at the request of one of the parties, the description of the accommodation is drawn up by an expert, this expert shall be appointed by mutual agreement between the parties, and each party shall bear half of the costs.

**Art. 10. TERMINATION OF THE AGREEMENT/ RE-LETTING**

The agreement ends on the agreed date without notice having to be given. Subject to a written agreement to the contrary, the tenant must completely vacate the rented property at that time. The keys must be returned by the end of the first rental period unless otherwise agreed. If the parties do not make arrangements to hand over the keys in person for a receipt, then the tenant will return the keys by registered post.

When a new agreement is signed with the same student for the same room, the rent can only be indexed.

**Art. 11. RULING FOR THE THIRD EXAM PERIOD AND VACATION**

- a. In the event that June falls within the rental period and the rental agreement ends before the start of the third exam period, the student taking one or more exams as part of his/her study contract during the third exam period is entitled to use a similar room from five days before the start of the first exam up to the day after the last exam. A student wishing to make use of this right must inform the landlord in time and no later than 19 July. The period of rent should be consecutive and no less than one week. Per commencing week a rent will be paid amounting to maximum 1/4 of the monthly payment as stipulated in art. 5.
- b. Subject to the explicit agreement of the landlord, the tenant can use the room during the vacation period after the end of the tenancy agreement. A weekly rent will be paid for this, amounting to no more than 1/4 of the monthly payment as stipulated in art. 5.

**Art. 12. SUBLETTING AND TRANSFER OF TENANCY**

The tenant has the right to sublet the room to another student tenant if the tenant takes part in a student exchange programme or has to undertake an internship. The tenant must give the subtenant's address and contact details to the landlord before the subletting begins. In all other cases, subletting and transfer of tenancy are only permitted if written consent has been received from the landlord.

**Art. 13. EARLY TERMINATION**

The tenant 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 its entry into force.
- b. by giving two months' notice:
  - when officially stopping one's studies subject to presentation of proof of deregistration issued by the educational institution to the landlord
  - 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

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.

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

**Art. 14. MAINTENANCE - REPAIRS - DAMAGE - RENOVATIONS**

As governed by law, technical maintenance and repairs are the responsibility of the landlord. The tenant will inform the landlord in writing as soon as possible about all damages, loss or fault that require a repair to be carried out. The landlord agrees to carry out the repairs as quickly as possible.

The landlord must be able to provide evidence that the heating appliances and chimneys have been regularly maintained by qualified people.

The landlord is responsible for protecting all installations against frost. The tenant will take all possible precautions to prevent frost damage in the room.

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 tenant is responsible for any damage or depreciation that s/he has caused or that is caused by third parties who s/he admitted to the rented property.

The tenants are deemed to be liable for non-attributable damage caused to the communal areas/property and safety equipment belonging to the rented property, as far as this does not involve repairs which are the responsibility of the landlord, normal use, maintenance or wear and tear and as far as this damage can be proven. Each tenant can only be liable for part of this damage. This part is determined according to the number of tenants occupying the rented property.

The landlord may not carry out any renovations or alterations to the rented property without written consent from the tenant and may never carry out such work during the study and examination period. The requested renovations or alterations must be clearly defined.

The tenant may not make any alterations to the rented property without written permission from the landlord.

**Art. 15. SAFETY REGULATIONS - EPC**

The landlord declares that the house is equipped with smoke alarms, as prescribed by the Flemish government. The tenant is responsible for the maintenance and the replacement of the battery of the smoke alarm in his/her student room/studio. The responsibility for the smoke alarms in the communal areas lies with the landlord.

The landlord is obliged to make all instructions and safety precautions relating to electrical installations and equipment available to the tenant.

The landlord agrees to give the tenant the fire safety regulations pertaining to the house and to display these regulations within the rented property in visible areas. The tenant declares that s/he has received a copy of these regulations. The regulations are an integral part of this agreement.

The tenant is acquainted with the Energy Performance Certificate.

**Art. 16. PEACEFUL ENJOYMENT**

The landlord agrees to ensure the peaceful enjoyment. S/he is only able to gain access to the room in the event of force majeure, for the purpose of re-letting or with the tenant's permission.

Both parties or third parties to whom access has been granted, must refrain from activities that may disturb the peace of residents or neighbours.

Animals are not permitted in or allowed to stay in the rented property without written agreement from the landlord.

**Art. 17. COMFORT**

The room/studio must conform to the Flemish Housing Codex. The landlord will guarantee a normal temperature in the rented property.

**Art. 18. 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 of KU Leuven Stuvo (Naamsestraat 80, 3000 Leuven, + 32 16 32 44 00, [housingservice@kuleuven.be](mailto:housingservice@kuleuven.be)) before bringing the matter to court. The Housing Service only mediates in rental disputes with tenants who are a student in Leuven.

**Art. 19. REGISTRATION**

The landlord is obliged to register the tenancy agreement, inventory of fixtures, and other appendices. The registration is free and should be done within two months after signing the tenancy agreement. Any costs resulting from lateness in registration will be borne by the landlord. If the landlord fails to meet the obligation to register the tenancy agreement, then the tenant is entitled to compensation from the landlord if the property is sold and if the tenancy agreement is not respected by the new owner/landlord.

**Art. 20. FINAL CLAUSES - HOUSE REGULATIONS**

This tenancy agreement can be supplemented with house regulations. In this case, the tenant must respect the stipulations of such house regulations, on the condition that s/he has had the opportunity 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.

This tenancy agreement is comprised of four pages of which the first three are initialled by both parties. All alterations to this agreement will be initialled by both parties.

The tenant will provide the Housing Service of KU Leuven Stuvo with one copy of this tenancy agreement within the framework of an annual study of tenancy agreements to monitor the rental market

The landlord will provide the registration office with one copy of this tenancy agreement.

This agreement may be signed by hand or electronically. The parties acknowledge the validity of the signing of this agreement with an electronic signature by means of generally accepted and available software and/or through the exchange of scanned or PDF signatures. Each party shall have the right to use the electronically signed version of this agreement as proof of the agreement's implementation by all parties.

THE TENANT

THE LANDLORD

The Housing Service of KU Leuven Stuvo collaborates with the social service associations of UC Leuven-Limburg, LUCA-Campus Lemmens and Vlerick Business School.

Upon receiving a copy of this tenancy agreement, your data are stored in a KU Leuven file and used only to manage contract files. KU Leuven processes the data provided by you in accordance with Belgian and European privacy regulations. You have the right to access your data in this file and, if necessary, request that they be corrected. You can find more information at [www.kuleuven.be/privacy](http://www.kuleuven.be/privacy).

Initial: .....