

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

(Fill in the blanks, check the boxes that are applicable, each item added must be initialled by both parties)

The undersigned parties:

**LANDLORD:** family name: ..... first name: ..... QLB-landlord number ..: .....  
 home address (street): ..... nr.: .....  
 postcode: ..... city: ..... telephone: .....  
 e-mail: .....

**TENANT(S):** family name 1: ..... first name: ..... student card number: .....  
 academic institution: ..... course and year: .....  
 home address (street): ..... nr.: .....  
 postcode: ..... city: ..... country: ..... telephone: .....  
 e-mail: ..... identity card number: .....  
 IBAN bank account n°: ..... BIC: .....

family name 2: ..... first name: ..... student card number: .....  
 academic institution: ..... course and year: .....  
 home address (street): ..... nr.: .....  
 postcode: ..... city: ..... country: ..... telephone: .....  
 e-mail: ..... identity card number: .....  
 IBAN bank account n°: ..... BIC: .....

have agreed to the following terms:

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

**Art. 1. Identification of the property**

The landlord rents out:  a student room  a studio  an apartment  furnished  unfurnished

to be occupied by:  1 person  ..... persons, at the following address:

street: ..... nr.: ..... postcode: ..... city: .....

telephone .....  front  rear  side of the building, on the ..... floor/ground floor, room number .....

The tenant agrees to occupy the property as student accommodation and not as a permanent address.

**Art. 2. Description of condition of the room**

During the first 14 days of occupation, and in case substantial changes have been made to the property, an extensive description of condition of the room(s) for private use can be drawn up in a defended action, at which both parties must be present to add comments and sign. The same applies upon termination of the lease. In the absence of a description of condition of the room(s), it is assumed the room(s) were in good condition when the tenant took up residency.

**Art. 3. Term of the lease and definition of a rental month**

The term of the lease comprises 12/ ..... rental months. This period starts ..... and ends .....

The rental month begins on the ..... of the month and ends on the ..... of the following month.

**Art. 4. Termination of the lease**

Without prior notice this lease terminates on the date specified in Art.3. Automatic renewal of the lease cannot be assumed or claimed (Code Civile, art.1738). Unless otherwise agreed, the tenant must vacate the premises by this time and forthwith return the keys to the landlord in person. If a new lease has been agreed upon between the same parties, they will jointly decide whether the room must still be vacated. Keys must always be returned to the landlord upon termination of the lease. If both parties have not arranged for the keys to be returned in person, the tenant must send the keys to the landlord by registered mail at the latest on the day before the lease expires.

**Art. 5. Composition of the rent**

The total set rent for the property is ..... EUR or ..... EUR a month.

The rent does NOT cover:

- Utility costs individually billed to the tenant for private use at actual cost. A monthly advance of ..... EUR will be charged. The landlord will provide a detailed breakdown of utility costs upon termination of the lease. Any relevant meters (gas, water, electricity) will be read and included on the attached description of condition and/or house rules.
- other : .....

**Art. 6. Method of payment – Default of payment**

The rent, i.e. .... EUR, will be paid monthly, within the first five calendar days of the rental month, via bank transfer/ standing order into bank account IBAN number ..... BIC ..... in the name of .....

..... If the tenant is in default of payment (rent, costs or charges) from the 15th day after the due date onwards, s/he will - by right and without prior notification of default - have to pay a 7% interest a year on the debt incurred. A written reminder (extra cost: €15) will be issued after 15 days of rent arrears.

**Art. 7. Deposit**

The deposit covers:

- 1 month's rent  2 months' rent  3 months' rent

Within 7 working days after the tenancy agreement has been signed, the tenant will pay the deposit of ..... EUR:

- deposited at a financial institution into an individual and frozen bank account in the tenant's name.
- deposited at a financial institution into a bank account in the landlord's name.

The IBAN number of this bank account is ..... BIC .....

- paid to the landlord in exchange for a receipt.

The deposit can never be used as rent and is solely intended to compensate for the damage inflicted to the property by the tenant or third parties given access to the property by the tenant. Damage due to ordinary wear and tear will not be charged to the tenant. Repayment of the deposit must occur within two months upon termination of the lease, if all conditions of the contract have been complied with and after full deduction of any monies still owed into bank

IBAN account number: ..... BIC .....

## PART 2: GENERAL TERMS AND CONDITIONS

---

### 1. LANDLORD DUTIES

#### **Art. 8. Basic duties re. safety, health and amenities**

The landlord declares that he has read and will adhere to the regulations contained in the Brussels Housing Code (Brusselse Huisvestingscode) (see : [www.qlb.be](http://www qlb.be) or send for a copy to vzw Quartier Latin).

#### **Art. 9. Maintenance and repairs**

Technical maintenance and repairs are the responsibility of the landlord in adherence to legal regulations. The tenant must notify the landlord immediately of any damages or defects that necessitate repairs. The landlord must carry out the necessary repairs as soon as possible.

The landlord may have access to the residence to carry out minor repairs. For major repairs, both parties must decide upon a suitable time. The landlord may not carry out any repairs on the property during preparation and exam periods, unless urgent and with the tenant's permission. All requested renovation work must be clearly described.

#### **Art. 10. Undisturbed right of occupation**

The landlord must ensure the tenant's right to undisturbed occupation of the property during the terms of the lease. The landlord must ensure the tranquillity and comfort of the room remain undisturbed. S/he may only enter the property in the case of hygiene, safety or technical maintenance issues, with a view to reletting the property at the end of the lease, and in circumstances beyond his/her control. Animals are prohibited. Both landlord and tenant, as well as third parties to whom they may have granted access, must ensure other tenants' and neighbours' right to undisturbed occupation.

#### **Art. 11. Insurance**

The landlord must ensure the building is adequately insured against fire, electrical and water damage, explosions, storms, lightning strikes, plane crashes, attacks and nuisance neighbours, including a waiver of recourse regarding the tenant.

### 2. TENANT DUTIES

#### **Art. 12. Subletting and lease transfers**

Subletting, placing the rented room at someone else's disposal and lease transfers are strictly prohibited unless the landlord has granted written permission. It is also strictly prohibited to carry out any commercial or business activity on the premises, unless the landlord has granted written permission. The application of the Commercial Lease Law in particular is ruled out.

#### **Art. 13. Damages and depreciation**

The tenant is responsible for any damage or depreciation inflicted on the property by himself /herself or third parties to whom s/he allowed access. The burden of evidence is with the landlord. The tenant must take the measures necessary to prevent frost damage in the residence. It is the landlord's responsibility to insulate all installations against frost. Except for reparation work to be carried out by the landlord and depreciation as a result of ordinary wear and tear, tenants will be collectively held accountable for any damages to communal areas and security installations, insofar as the person(s) responsible for the damages is/are unknown.

#### **Art. 14. Insurance of contents**

The tenant will insure his/her own personal belongings against theft, fire etc. at his/her own cost, including a waiver of recourse regarding the landlord. It is sometimes possible to extend the already existing fire insurance policy of the tenant's parents.

## PART 3: TERMINATION OF THE LEASE

---

#### **Art. 15. Early termination**

a) This tenancy agreement can be terminated unilaterally, if every reasonable attempt to resolve the issue, possibly even with the mediation of the QLB housing services, has failed, by:

the landlord:

- in case of serious concerns about the tenant's behaviour, particularly when the purpose of the house as a place for study is being compromised (see house rules, if included).
- if rent arrears have exceeded at least two months.

the tenant:

- if the landlord is removed from the Quartier Latin database. Intervention by Quartier Latin is necessary in this case.

b) This tenancy agreement can be terminated unilaterally with one month's notice by either party:

- Compensation will comprise a minimum of two months' rent and a maximum of three months' rent. In case a new tenant, acceptable to the landlord, takes over the lease, compensation can, by mutual consent, be limited to actual loss of income incurred.

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, including an outline of the reasons for termination and all necessary documents. A copy of this letter must be sent to Central Housing Services Quartier Latin. The lease will end automatically in case of death of the tenant.

#### **Art. 16. Quartier Latin's mediation task**

The tenant must study at one of Quartier Latin's partner institutions and the landlord must be registered as a homeowner with Quartier Latin.

Both parties commit themselves to relating any disagreement regarding the interpretation, execution or termination of this tenancy agreement to Central Housing Services Quartier Latin prior to the commencement of legal proceedings. This service will try to initiate reconciliation proceedings as soon as possible.

Both parties retain the right to take up further legal action after an attempt at reconciliation has taken place.

#### **Art. 17. Final clause**

This tenancy agreement may be complemented by house rules and safety regulations.

In this case the tenant must comply with all additional regulations, on the condition that s/he has been informed of these prior to the signing of the agreement.

These rules and/or regulations must be signed by both parties and attached to all copies of the tenancy agreement.

Their content may under no circumstances conflict with or detract from the conditions of this tenancy agreement.

Signed in ..... on ..... in triplicate, whereby all parties acknowledge receipt of one copy. The landlord must send the third part of the tenancy agreement to "Centrale Huisvestingsdienst Quartier Latin", Pleinlaan 2, 1050 Brussel.

THE TENANT:

THE LANDLORD:

**IMPORTANT: EACH OF THE THREE COPIES OF THIS TENANCY AGREEMENT MUST BE SEPARATELY SIGNED BY BOTH PARTIES.**