



TENANCY AGREEMENT FOR STUDENT ROOM

2021 - 2022 ACADEMIC YEAR

ONLY for rooms listed in the accommodation databases of the following education institutions and ONLY for students registered at one of the following education institutions, Hogeschool PXL, Luca School of Arts (campus C-Mine), UC Leuven-Limburg and Hasselt University

Between the signing parties:

On the one hand the LESSOR, (name).....(first name).....

residing in (street).....(nr).....

(postal code).....(town/city).....

(telephone/mobile).....(email).....

(business registration number/national identification number).....

and on the other hand the LESSEE (residence address; every foreign student must state his/her residence address abroad),

(name).....(first name).....

born inon.....

residing in (street).....(nr).....

(postal code).....(town/city).....

(telephone/mobile).....(IBAN).....(BIC).....

(email).....(national identification number).....

student at O PXL O UC Leuven – Limburg O UHasselt O LUCA Campus C-Mine O KU Leuven doctoral student IIW

(faculty/department).....

the following is agreed:

TITLE 1 DESCRIPTION OF THE RENTED PROPERTY

Art. 1 Identification of the tenancy

The lessor rents to the lessee a student room/studio, intended for personal use and residence for person(s), located in (address)

(postal code).....(town/city)....., on the.....floor/ground floor,

with room number for the duration of his/her studies during the 2021-2022 academic year.

The lessee has uninterrupted access to the room for the duration of the tenancy agreement and declares to solely use the accommodation during his/her study period and to not declare it as his/her main residence. Parties must notify the other party if the above mentioned information (such as address, student status, registered address) change during the tenancy period.

Foreign students (with the exception of doctoral students) who must have a registered address in Belgium in accordance with relevant legislation, are allowed to use the rented property as their registered address.

Art. 2 General description

The rented property includes:

- a) bath O in the room O shared
b) shower O in the room O shared
c) toilet O in the room O shared
b) kitchen O in the room O shared
e) furnished O no O yes:
f) shared area O no O yes, where:
g) bicycle storage O no O yes, where:
h) parking O no O yes, where:
i) TV O in the room O shared
j) internet O in the room O shared
k) wifi O in the room O shared
l) musical instruments allowed O no O yes
m) wheelchair accessible O no O yes
n) permanent residence allowed O no O yes

Art. 3 Description of accommodation

Before the actual occupation of the rented accommodation or during the first month after the move-in date, both parties have the obligation to draw up a detailed and cross-checked description of the accommodation. The description of the accommodation is drawn up in as many copies as there are parties in this agreement. All parties declare having received a copy. If one party wishes to be assisted by a third party, the former must pay the relevant expenses.

The detailed description of the accommodation must contain:

- Furniture/inventory
- Wear and tear status of the rented property
- All meter readings
- Description of shared area

The same applies at the end of the agreement. In the absence of a description of the accommodation, it is assumed that the lessee received the rented property in the same condition as when lessee moved out, unless evidence to the contrary is provided.

TITLE 2 DURATION

Art. 4 Duration

The rented property is rented out for a period of months and weeks, with a maximum duration of 12 months, starting on 2021 and ending on 2022.

Art. 5 End of the tenancy agreement

The tenancy agreement ends on the agreed date without prior notice. Tacit renewal cannot be invoked. Unless otherwise agreed in writing, the lessee must vacate the room on that date and return the keys to the lessor. When a new agreement is signed with the same student, both parties agree to which extent the room must be vacated. If the lessor does not arrange to personally collect the keys, the lessee must return the keys by registered mail. The keys are always to be returned against a receipt or proof that keys were sent by registered mail.

When a new agreement is signed with the same student for the same student room, the rental price may only be changed based on an index rate increase.

The lessee will always inform the lessor of his/her departure.

If the student room served as registered address of the lessee (only for foreign students if necessary for their right of residence in Belgium), the lessee will notify the relevant city office of his/her departure.

Art. 6 Subletting and transferring tenancy

Subletting and transferring tenancy is prohibited, unless agreed upon in writing between lessee and lessor. The lessor agrees that lessee transfers tenancy or sublets to a student if lessee participates in a study exchange programme or performs a traineeship as part of his/her study programme at the education institution. The lessor can only object if he/she has substantiated reasons.

The lessor must correctly be informed about the identification data of the sublessee. The sublessee's agreement cannot extend beyond the lessee's agreement duration. In the case of subletting, the main lessee continues to assume liability and must honour the tenancy obligations.

The sublessee is required to subscribe to an insurance covering the tenant's liability towards the lessor and third parties.

Art. 7 Early termination

The lessee may terminate this agreement

- a) By written notice before the tenancy agreement comes into effect. Terminating the tenancy agreement is free of charge when the lessee terminates the agreement during a period of 3 months before the agreement comes into effect. The lessee is charged a termination fee equivalent to two months' rent when s/he wishes to terminate the tenancy agreement less than 3 months before the tenancy agreement comes into effect.
- b) By giving two months' notice:
 - after concluding his/her study programme by presenting an official piece of evidence issued by the institution.
 - after a parent or another person who provides for the lessee passes away, with proof of evidence.

The period of notice starts on the first day of the month following the month during which the notice was given.

- c) In case the lessee passes away, the tenancy agreement will be discontinued by law on the first day of the month following the lessee's passing away. The written notice to terminate the tenancy agreement must preferably be sent by registered letter. The lessee presents the relevant supporting documents to the lessor.

In the event of termination by the lessee for a reason not mentioned under a), b), or c) the rent must be paid until the agreed end date of the tenancy agreement, or until the date on which the new lessee moves into the room or following mutual arrangements in writing between lessee and lessor.

TITLE 3 RENT AND COSTS

Art. 8 Breakdown of rent price

The rent price for the room, including all costs and charges with the exception of water, energy & telecommunication costs and the second residence tax as listed below, is euro per month. If the tenancy period includes weeks on top of a number of full months, the monthly rent is divided by four to calculate the weekly rent. Double rent for the same room cannot be collected. Extra charges, to be added to the rent price, are mentioned below:

Description	Included	Extra charges
InternetGB included	€ per month <input type="checkbox"/> advance payment
Water consumption in room	<input type="checkbox"/>	€ per month <input type="checkbox"/> advance payment
Water consumption shared areas	<input type="checkbox"/>	€ per month <input type="checkbox"/> advance payment
Electricity consumption in shared areas	<input type="checkbox"/>	€ per month <input type="checkbox"/> advance payment
Electricity consumption in room	<input type="checkbox"/>	€ per month <input type="checkbox"/> advance payment
Heating in shared areas	<input type="checkbox"/>	€ per month <input type="checkbox"/> advance payment
Heating in room	<input type="checkbox"/>	€ per month <input type="checkbox"/> advance payment
Rent of furniture	<input type="checkbox"/>	Valued at €
Second residence tax	<input type="checkbox"/>	€ monthly <input type="checkbox"/> one flat fee

If the lessee pays an advance for energy consumption, the lessor will calculate the balance at the end of the tenancy period. Said balance shows the difference between the real costs and the already paid advances.

The lessee is always entitled to request documents as evidence.

Other costs or charges, with the exception of indemnity for caused damage, are not to be paid by the lessee.

Art. 9 Payment

The amount, determined in article 8 of the present agreement, will be paid each month in cash against receipt or by bank transfer to

IBAN.....BIC.....

in the name of, with reference

Payment must be made, on or before five calendar days after the start of the rental month, which is When the rent is not paid by the lessee on the due date, the lessor may charge a late payment interest equal to the legal interest rate.

Each month that has begun is considered an entire month for the purpose of this interest charge. The application of this regulation does not require prior notification of default.

TITLE 4 DEPOSIT

Art. 10 Deposit amount

The deposit is maximum 2 months' rent, or euro and can, at the earliest, be paid by the lessee to the lessor, 3 months before the tenancy agreement comes into effect.

The lessee will deposit the amount in an individual and blocked bank account in his/her own name. The deposit can only be released at the end of the tenancy agreement upon written approval by the lessee and the lessor.

The lessee will pay the deposit by bank transfer into the bank account as mentioned under article 9.

The existing rental deposit ofeuro, deposited on...../...../....., will be maintained.

The deposit cannot be considered as rent by the lessor. The deposit can be withheld partially or entirely when the lessee does not comply with the tenancy requirements. The burden of proof lies with the lessor. The lessee cannot be held liable for damages following normal use, wear and tear or age. The deposit or part thereof must be returned to the lessee within 3 months after the lessee has vacated the rented room, unless the lessor objected to the reimbursement within the same period by registered mail. The lessee will receive the interest accrued, in any form whatsoever. If the deposit or the remainder thereof is not reimbursed, the lessee can charge a late payment interest equal to the legal interest rate. Each month that has begun is considered an entire month for the purpose of this interest charge. The application of this regulation does not require prior notification of default.

The reimbursement will happen by releasing the deposit or by bank transfer to

TITLE 5 RIGHTS AND OBLIGATIONS OF LESSEE AND LESSOR

Art. 11 Maintenance and repairs

Technical maintenance and repairs are the responsibility of the lessor, in accordance with the relevant legal stipulations. The lessee will notify lessor in writing with receipt confirmation and as quickly as possible in case of any damage or fault that requires repair. The lessor agrees to properly carry out the repair as soon as possible. The lessor must be able to present proof of frequent maintenance of heating appliances and chimneys by qualified technicians. The lessor must provide all instruction manuals and safety and fire instructions with regard to electrical installations and appliances to the lessee. In addition, fire instructions must be posted in visible places of the rented property.

The lessee assumes responsibility for damage or decrease in value caused by himself/herself or by a third party to whom he/she granted access to the room. The lessee must take all necessary precautions to prevent frost damage in the room. The lessee is jointly responsible for attributable damage to shared facilities and to the security installations, with the exception of repairs to be performed by the lessor, normal use, maintenance or wear and tear.

With the exception of urgent repairs, lessor is not allowed to perform renovations/changes to the rented property without written approval by the lessee, and under no circumstances during revision and examination periods. The requested renovation or changes must be clearly described. If the rented property needs urgent repairs during the rental period, which cannot be postponed until after the tenancy agreement has ended, the lessee must allow these repairs, regardless of the inconveniences for him/her, and even if lessee cannot use part of the rented property during repairs. If such repairs continue for more than 30 days, the rental price will be decreased in accordance with the duration and the part of the rented property that lessee was not able to use. If repairs prevent normal living, the lessee may discontinue the tenancy agreement.

Art. 12 Quiet enjoyment

The lessor commits to ensure quiet enjoyment. The lessor can only access the rented property in case of force majeure or after approval by the lessee. The lessee undertakes to:

- provide access to the shared facilities for cleaning purposes and to the lessor if he/she is responsible for its maintenance;
- provide access to the rented property for the lessor in case of urgent necessity, or after consultation with the lessee.

In addition to the "openkotdagen", the lessee must allow visits during the last three months of the tenancy agreement, for a maximum of three hours a week consecutively, to be determined in mutual agreement, on condition that the lessee is notified 48 hours prior to the visit.

Both parties must abstain from all activities that may disturb other lessees or neighbours, caused by themselves or by third parties to whom parties grant access.

During the tenancy period, the lessee is entitled to reside in the rented property at all times.

Art. 13 Comfort

The rented property must comply with basic requirements of safety, health, and living quality, as mentioned under article 5 of the Decree dated 15 July, 1997, related to the Flemish Housing Code, named Flemish Housing code hereafter.

A tenancy agreement of a property that does not comply with the requirements mentioned in the first paragraph, is considered null and void.

The lessor certifies that the property is equipped with fire alarms, as determined by the Flemish Government. The lessee is responsible for maintenance and replacing batteries of the fire alarm in his/her student room. The lessor is responsible for the fire alarms in the shared areas.

In addition, the room must provide sufficient light, ventilation, and soundproof insulation. The lessor must guarantee a temperature of 21°C between 8 am and midnight and 13°C between midnight and 8 am if central heating is installed.

If heating is provided by another appliance, lessor will guarantee that a temperature of 21°C can be achieved. Heating appliances without an outside vent to discharge burned gas are prohibited. The lessor will also ensure that the humidity rate in the room stays between 50 and 75%. The lessor will monitor that all installations and appliances are frost protected.

The lessee confirms having consulted the "EnergiePrestatieCertificaat" (Energy Performance Certificate).

TITLE 6 INSURANCE

Art. 14

§1. The education institution of which the lessee is a registered student, cannot be held responsible for improper use by the lessee. The lessor cannot require the lessee to pay a part of the additional premium for an insurance, subscribed to by the lessor, that covers fire, explosion, gas and water damage.

§2. The lessee agrees to subscribe to an insurance policy for the duration of the agreement in order to cover the lessee's liability towards the lessor and third parties. In most cases, the fire insurance policy of the address where the lessee has his/her registered address covers this liability (it will often be included in the parents' or guardian's insurance policy).

§3. In the exceptional case where there is no existing insurance policy that covers the lessee's liability, one can resort to the additional tenancy liability insurance subscribed to by the educational institution, on condition that the institution receives a copy of the present agreement by 31 October of the current academic year. If the lessee is a doctoral student, s/he can never resort to the tenancy liability insurance subscribed to by his/her educational institution and must personally subscribe to his/her own tenancy liability insurance.

The lessee is no longer covered by the tenancy liability insurance of the education institution if he/she discontinues his/her studies during the course of the tenancy agreement and if he/she does not start other studies at one of the partner institutions.

The lessee must subscribe to an insurance for his/her personal belongings.

TITLE 7 MEDIATION BY THE HOUSING SERVICE OF THE EDUCATION INSTITUTION

Art. 15

In case of a dispute about the interpretation, execution, or termination of the present agreement, parties undertake to submit this dispute to the housing service of the education institution, which may act as mediator, before taking the matter to court. The initiative to take further legal action, if needed, resides with the parties.

TITLE 8 REGISTRATION

Art. 16 Registration charges

1. The lessor must register the tenancy agreement with the registration office. The registration must be executed within 2 months after the tenancy agreement is signed and in that case it is free of charge. Failure to comply with this fiscal obligation will result in the tenancy agreement not being enforceable with respect to third parties and may entail a fine. Costs of registration, if any, must be borne by the lessor.

2. Apart from registering the agreement with the registration office, the lessor must submit the tenancy agreement and its attachments to the housing service of the education institution of which the lessee is a registered student. It is free of charge and must be done within 30 calendar days after having signed the tenancy agreement by the lessee and at the latest before the tenancy agreement comes into effect.

TITLE 9 FINAL STIPULATIONS

Art. 17 Tenancy rules/ safety instructions

○ The present tenancy agreement is supplemented with house rules (tenancy rules). The lessee must comply with the stipulations, on condition that the lessee has had the opportunity to read them before signing the tenancy agreement. These rules must be signed by both parties and attached to every copy of the tenancy agreement. Its content may not be contradictory to, or detract from the stipulations of the tenancy agreement. If the house rules contain stipulations that contradict the present tenancy agreement, the contradicting stipulations of the house rules will be considered as non-existent.

○ The present tenancy agreement is not supplemented with house rules (tenancy rules).

The lessor undertakes to submit the safety instructions of the house to the lessee. The lessee acknowledges having received a copy of these safety instructions. These documents are an integral part of the present agreement.

Art. 18

By agreeing to the present agreement, the student gives permission to the education institution to notify the lessor if the student de-registers at the education institution involved.

Art.19

The present agreement does not create any rights for the lessor and lessee - in particular with regards to the tenancy liability insurance as stipulated under art.14 of the present agreement - with respect to the higher education partner institutions when the agreement is wrongfully used by lessees who are not registered at one of the higher education institutions mentioned in the present agreement or by lessors who are not listed on kotatlimburg.be.

The parties accept that stipulations in the present agreement which are contrary to the cooperation agreement between the lessor and the higher education partner institutions as part of kotatlimburg.be, are considered non-existent.

Drawn up in on in four original copies, with each party acknowledging having received one copy. By signing the present agreement, both parties agree to all stipulations, as mentioned on all 4 pages of the present agreement and the supplementing attachments (description of rented accommodation, safety instructions, and if applicable, house rules).

THE LESSEE

THE LESSOR

THE HOUSING SERVICES

Hogeschool PXL
Elfde Liniestraat 24
3500 Hasselt - Tel: 011/77 58 44

UC Leuven – Limburg
Agoralaan gebouw B
3590 Diepenbeek - Tel: 011/180 180

UHasselt
Martelarenlaan 42
3500 Hasselt - Tel: 011/ 26 80 56