**MODEL C**

#### RENTAL AGREEMENT INDEPENDENT RESIDENTIAL SPACE

**for a definite term (diplomat clause)**

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Model drawn up by Pararius B.V. on July 1st, 2023. The user of this Model is advised to consult the Explanatory Notes pertaining to it, to adapt the Model to their own wishes and practice and to consult an expert in this respect. Any liability of Pararius B.V. for adverse consequences of the use of (the text of) the Model is excluded. Not the English but the Dutch text of the lease is binding.

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The undersigned:

Landlord, being the party referred to in Article 1.1, hereinafter referred to as: "landlord"

and

Tenant, being the party referred to in Article 1.2, hereinafter referred to as: "tenant",

whereas:

1. the landlord owns the independent residential space specified in Article 1.4 hereinafter, referred to as 'the rented housing';
2. the landlord wishes to lease the rented housing on a temporary basis, being a period as stated in Article 1.5 hereinafter, and the landlord subsequently intends to move into the rented housing himself, all this as meant in Article 7:274, paragraph 2 of the Dutch Civil Code;
3. at the start of the rental agreement the date on which the landlord wishes to move into the rented housing himself is not certain;
4. if the landlord wishes to move into the rented housing himself at any time well after the agreed end date of this rental agreement, the parties can, if both parties wish, extend the rent by mutual consent for a period to be agreed between them, without prejudice to the tenant's right to terminate the rental agreement or give notice at that time, and that such extensions may be repeated;
5. the tenant wishes to rent the rented housing on a temporary basis;
6. the tenant is expressly prepared to vacate the rented housing with all his occupants and effects after expiry of the duration of this agreement (and any extensions);
7. the parties therefore wish to conclude a rental agreement for a definite period as referred to in Article 1.5;
8. this rental agreement is not a rental agreement with a definite term as set out in Article 7:271, paragraph 1 of the Dutch Civil Code;
9. the parties wish to lay down the arrangements made in this agreement;

hereby agree as follows:

#### 1. KEY DATA IN THE RENTAL AGREEMENT

**1.1** **Landlord**

 Name : …………………..

 Proxy : …………………..

 Address : …………………..

 Postal code/city : …………………..

 Telephone : …………………..

 Email addresses :…………………..

Bank account IBAN/BIC :…………………..

in the name of : …………………..

#### 1.2 Tenant

**If the tenant is a company (e.g., the employer) that rents the home for the resident(s) referred to in Article 1.3:**

Employer/company :…………………..

CoC registration : …………………..

Proxy : …………………..

Nationality :…………………..

Passport number : …………………..

Address : …………………..

Postal code/city : …………………..

Telephone :…………………..

Email address :…………………..

**OR:**

**If the tenant is also the resident:**

Name : …………………..

Address :…………………..

Postal code/city : …………………..

Telephone :…………………..

Date of birth : …………………..

Email address : …………………..

Employer : …………………..

Nationality :…………………..

Passport number : …………………..

Names/composition of all other residents:…………………..

Pets : …………………..

**AND (if another person must be regarded as a contractual co-tenant; expandable based on the number of contractual co-tenants)**

Name : …………………..

Address :…………………..

Postal code/city : …………………..

Telephone :…………………..

Date of birth : …………………..

Email address : …………………..

Employer : …………………..

Nationality :…………………..

Passport number : …………………..

#### 1.3 Occupant(s)

**(To be completed if the tenant is a company that rents the house for the benefit of the resident(s) below)**

Name : …………………..

Address :…………………..

Postal code/city : …………………..

Telephone :…………………..

Date of birth : …………………..

Email address : …………………..

Employer : …………………..

Nationality :…………………..

Passport number : …………………..

Names/composition of all other residents:…………………..

Pets : …………………..

#### 1.4 The rented housing

The fully **furnished/upholstered [strike out what does not apply]** dwelling with inventory, known locally as:

Address : …………………..

Postal code/city : …………………..

with joint use of any common areas.

Description of the rented housing:

a. Type of home: .........................

b. Number of rooms: ...................

c. Outdoor spaces: ......................

d. Parking: ...................................

e. Upholstered: yes/no (if yes: see article 2.4 and the inventory list/fore report)

f. Furnished/inventory: yes/no (if yes: see article 2.4 and the inventory list/photo report)

g. ....................

**1.5** **Duration of the rental agreement**

a. Commencement date : ...............................

b. End date of rental agreement :...............................

#### 1.6 Payment obligations

Total payment obligation of tenant composed of:

**a**. Rent : € ....................

**b**. Upholstery /furniture/other inventory : € ....................

**c**. Advance payment for other supplies and services : € ....................

Total : €……………..

Payment period : **monthly**

Security deposit/Bank guarantee : **€** …………………..

First payment period : **from** ………….. **up to & including** ………….. **= €**

Payment in advance or on : **first day of each payment period**

Supplies and services to be provided by or on behalf of the landlord made available by the landlord to the tenant **[tick and/or complete as appropriate]:**

 O electricity

 O gas

 O heating

 O hot water

 O water

 O KTV

 O internet connection

 O consumption of water energy supply general area

 O consumption of electricity in general area

 O cleaning general area

 O upholstery and decoration/furniture of the general area

 O window cleaning general area

 O window cleaning exterior glazing

 O sewer unclogging fund

 O fund glass breakage

 O furniture/upholstery in the home (in accordance with the inventory list; see Article 2.4)

 O internal finish

 O management/administration of the service (costs)

 O ..............................

 O ..............................

 O ..............................

#### 1.7 Property manager

 The property manager of the rented housing is:

 Name : …………………..

 Address : …………………..

 Postal code/city : …………………..

 Telephone : …………………..

 Email address :…………………..

#### 2. OBJECT OF THE RENTAL AGREEMENT

**2.1** **Letting/Renting**

 The landlord lets to the tenant, as the tenant rents from the landlord, the rented housing as meant in Article 1.4 for the period described in Article 1.5 and the payment obligations described in Article 1.6, and otherwise with due regard for the following provisions.

**2.2** **General Rental Conditions Residential Space**

This rental agreement is subject to the 'General Rental Conditions' (dated July 1st, 2023), hereinafter referred to as the 'General Rental Conditions'. These General Rental Conditions form an integral part of this rental agreement. In the event of incompatibility between the General Rental Conditions and this rental agreement, this rental agreement will prevail.

**2.3** **Internal finishing**

 Internal finishing means the wall and ceiling finishing that is at the tenant's expense, such as paintwork.

**2.4** **Inventory/state of repair**

 If soft furnishings, furniture and other inventory have been made available to the tenant, an inventory list/photo report is attached to this rental agreement.

In addition, a description of (inter alia) the state of maintenance of the rented housing at the start of the rental agreement has been or will be drawn up in the manner described in Article 2.3 and following of the General Rental Conditions.

**2.5** **Use**

 The rented housing is to be used only as residential space by the tenant and the members of his/her family, or, if the tenant rents on behalf of its employee, by the occupant and the members of his/her family.

**2.6** **Occupant**

 If the tenant referred to in Article 1.2 rents on behalf of the occupant mentioned in Article 1.3, mention of the occupant identified in Article 1.3 should be taken as permission from the landlord as referred to in Article 3.22 of the General Rental Conditions.

The tenant undertakes to inform the occupant of the contents of this rental agreement and the General Rental Conditions that form part of it.

The tenant warrants that the occupant complies with the obligations arising for the tenant from the rental agreement and the General Rental Conditions - to the extent they relate to the use of the rented housing - as if the occupant were himself the tenant.

The tenant is and remains responsible at all times for the prompt and correct compliance with all the obligations arising from this rental agreement and declares that he will accept these as his own obligation and comply with all actions delegated to the occupant by the tenant and all promises made by the occupant to the landlord on behalf of the tenant.

#### 3. CONTINUATION AND TERMINATION OF RENTAL AGREEMENT

**3.1** **Duration of the rental agreement**

The rental agreement has been concluded for the duration as set out in Article 1.5. Therefore, the rental agreement will terminate on the end date mentioned in Article 1.5b. The landlord intends to move into the rented housing himself at that time. The landlord will terminate the rent in good time at the end date. This termination is subject to the provisions of Articles 7: 272 and next BW; in particular Article 7: 274 paragraph 1 sub b jo. paragraph 2 BW, applies.

If the landlord will not yet move into the rented property after the end date, the landlord will inform the tenant before the agreed end date and the parties can, if both parties wish, extend the rent by mutual consent for a period to be agreed between them. If such an extension is agreed, the parties will record this in writing.

The parties agree that such extensions may be repeated.

If the rental agreement is extended as referred to in this provision, the landlord will terminate the rental agreement in good time at the new end date. This termination is also subject to the provisions of Articles 7: 272 and next BW; in particular Article 7: 274 paragraph 1 sub b jo. paragraph 2 BW, applies.

Landlord and tenant cannot terminate the rental agreement before the date stated in Article 1.5b, or, if the rental agreement has been extended by mutual consent as referred to in this provision, against the new end date thus agreed.

**3.2** **Termination of the rental agreement**

 Termination by the landlord is subject to a notice period of three calendar months (plus one month with a maximum of six calendar months for every year the rental agreement has lasted).

**3.3** **Vacation**

The tenant is obliged to vacate the rented housing at the end of the agreed rent period, whether extended or otherwise, with all the persons and goods present in it on account of the tenant and to put it at the free and complete disposal of the landlord, including delivery of the keys on penalty of a fine of € 350 per day or part of a day that the tenant does not, or not fully comply herewith, to a maximum of € 50,000, without prejudice to the obligation of the tenant to pay the landlord's damage. The landlord's damage will consist in any case from loss of rent over the period during which the tenant does not comply with his obligation to vacate the property. The loss of rent is based on the rent price that applied most recently between the parties, increased with all additional costs. If the market rent price is higher than the most recent rent price, the market rent price will apply in this context.

#### 3.4 Notice to estate agent

If a party terminates the rental agreement or the rental agreement ends in another way, they will simultaneously inform the estate agent or agents listed in Article 11 of this rental agreement.

#### 4. PAYMENT AT START OF THE RENTAL AGREEMENT

**4.1** The tenant is obliged to pay the full rent for the first payment period and the guarantee deposit no later than 10 days after the signing of this rental agreement, but in any case before the delivery to him of the keys to the rented housing to the landlord. If the rental agreement has been concluded through the mediation of a broker acting for the landlord, the tenant will pay the aforementioned payment to that broker, as stated in Article 11, in a manner to be indicated by that broker. After receipt thereof, the relevant broker will immediately pay the total rent for the first payment period and the deposit to the landlord (possibly with settlement of what the landlord owes the broker).

**4.2** The rented housing will not be made available to the tenant until the payment referred to in Article 4.1 has been received and this rental agreement has been signed by both parties. If the landlord suspends the availability of the rented object as long as the tenant fails to fulfil his payment obligation, this does not release the tenant from his payment obligation.

**4.3** All payments by the tenant to the landlord will take place by bank transfer into the bank account listed in Article 1.1.

#### 5. ANNUAL RENT ADJUSTMENT

Free sector rental housing

**5.1** In case of a liberalized rent as referred to in art. 7:247 of the Dutch Civil Code (free sector rental housing) the rent will be amended annually on ................ , for the first time on ............... .........., as laid down in Articles 5.2 to 5.4.

A distinction is made between:

**A)** the situation that there is legislation that maximizes the annual rent increase (article 5.2);

**B)** the situation where there is no legislation maximizing the annual rent increase (articles 5.3 and 5.4).

In all cases, the Landlord will inform the Tenant of the new rent in writing at least one calendar month before the commencement date, stating the method used under the rental agreement.[[1]](#footnote-1)

**Ad A: Free sector rental housing: if legislation is in force that maximizes the annual rent increase**

**5.2** If in any year mandatory law exists that maximizes the annual rent increase, the rent will be increased annually by the maximum percentage resulting from that legislation.

At the conclusion of this rental agreement (temporary) legislation is in force that maximizes the annual rent increase (Article 10 of the Housing Rents Implementation Act – *Uitvoeringswet huurprijzen woonruimte* [[2]](#footnote-2)). This legal provision includes two formulas for calculating the annual maximum rent increase percentage: on the one hand, based on a price index figure and, on the other hand, on the basis of a Collective Labor Agreement wage index figure. The legislator determines each year whether a price index figure is used as a basis or whether a Collective Labor Agreement wage index figure is used as a basis. The base chosen by the legislator is increased by 1% by law.

 The first sentence also applies to the 'middle rental segment' '(*middenhuursegment'*) that may be introduced by law in the future, which is currently still part of the free sector, from the date of that introduction.

**Ad B: Free sector rental housing: if no legislation is in force that maximizes the annual rent increase**

**5.3** If in any year there is no mandatory legislation maximizing the annual rent increase, the rent will be adjusted annually in connection with the depreciation of money on the basis of the change in the monthly price index according to the consumer price index (CPI), series all households (2015 = 100), published by Statistics Netherlands (CBS). The amended rent is calculated according to the following formula:[[3]](#footnote-3)

*the changed rent is equal to the actual rent on the change date, multiplied by the index figure of the fourth calendar month that precedes the calendar month in which the rent is adjusted, divided by the index figure of the sixteenth calendar month that precedes the calendar month in which the rent is adjusted.*

If the publication by Statistics Netherlands of the said index figures has been discontinued, an objective inflation index figure that is as comparable as possible will be used.

**5.4** If the Landlord's operating expenses with regard to the Premises have increased by more than the rent increase percentage described in Article 5.3 and/or if the Landlord has made investments in the Premises (for example to make it more sustainable), whether or not at the government's behest, that cannot be fully recouped back with such rent increase percentage nor with a rent increase pursuant to Article 7:255a of the Dutch Civil Code (rent increase in connection with renovation), the Landlord can apply a surcharge of 1% simultaneously with and on top of the rent increase percentage described in Article 5.3.

If the Landlord makes use of the surcharge percentage, the Landlord will notify the Tenant of this in writing at least one calendar month before the start of the new rent, stating the reason therefor. If the tenant does not agree to the surcharge percentage, he must inform the landlord of this in writing no later than before the date of commencement of the new rent and he had the right to terminate the rental agreement before that commencement date with effect from a date not later than 6 months after the date of commencement of the rent increase, in which case he will not owe the rent increase resulting from the surcharge percentage; in that case he does owe the rent increase percentage described in Article 5.3. If the tenant does not exercise his right to terminate the lease, he will owe both the rent increase resulting from the surcharge percentage and the rent increase resulting from Article 5.3.

Regulated rental housing

**5.5** If the Premises has a non-liberalized rental price (regulated rental housing), the provisions of Articles 5.1 to 5.4 do not apply. In that case, the rent will be adjusted annually in the manner determined by law (Articles 7:252, 252a, 252b, 252c and 253 of the Dutch Civil Code). This means that the rent can be changed on the Landlord's proposal by a percentage or amount not exceeding the percentage or amount allowed by law on the effective date of that change (which depends on the Tenant's income) for regulated rental housing.

#### 6. ADDITIONAL SUPPLIES AND SERVICES

**6.1** In addition to the provision of the rented housing and any movable property present therein, the supplies and services listed in Articles 1.6c, 1.6d and 1.6e will be delivered or provided.

**6.2** The advance payments paid by the tenant as meant in Article 1.6c will be settled periodically, and also after the end of the rental agreement, based on the actual costs. The compensation paid by the tenant for upholstery and furnishings as meant in Article 1.6b is a fixed, non-deductible amount.

**6.3** If the landlord actually provides supplies and services to the tenant that are not mentioned in the rental agreement, the parties are deemed to have agreed that these supplies and services are provided for no consideration.

**7.** **DEVIATIONS FROM THE GENERAL RENTAL CONDITIONS**

 Contrary to the General Rental Conditions, the following provisions apply between tenant and landlord:

 ………………………………………………………………………………………………………… ………………………… ……………………

**8.** **SPECIAL PROVISIONS**

**8.1** The landlord has handed over to the tenant the "Document Good Landlordship Act and Good Landlordship Regulations" containing, among other things, information about the rights and obligations of the parties, types of rental agreements, options and restrictions for the tenant entering the rented property and options available to the tenant. to turn to a contact point/reporting point of the municipality, the rent assessment committee and the subdistrict court judge.

**8.2** .............

**9.** **BRIEFLY INDICATED IMPORTANT REGULATIONS FROM THE GENERAL RENTAL CONDITIONS**

**Below are set out abbreviated important regulations, which are also included in the General Rental Conditions (GRC) and are further elaborated therein. The relevant text of the General Rental Conditions is decisive.**

**9.1** At the start of the rental agreement, the tenant and the landlord will inspect the rented housing together and undertake to date and sign for approval an inventory and an inspection report containing a description of the rented housing. The inventory and the inspection report will form part of this rental agreement (Article 2.3 GRC).

**9.2** Alterations to the rented housing are subject to prior written permission from the landlord. Contravention of this prohibition carries penalties. (Article 3.12 and next GRC).

**9.3** Pets may not be kept in the rented housing without prior written permission from the landlord. Contravention of this prohibition carries penalties. (Article 3.12 and 3.18 GRC).

**9.4** The tenant is prohibited from playing his audio or video system and/or musical instruments so loudly as to cause a nuisance for neighbours. (Article 3.11 GRC).

**9.5** The tenant is prohibited from fully or partially subletting the rented housing or allowing its use by others. This prohibition also applies to the rental of or giving it into use by third parties through Internet websites such as Airbnb. Contravention of this prohibition carries penalties. (Article 3.22 and next GRC).

**9.6** Any damage to the rented housing or the landlord's possessions present therein must be reported by the tenant to the landlord without delay. (Article 7.4 GRC).

**9.7** The tenant is obliged to make the rented housing available for viewings by potential buyers or new users of the rented housing. The landlord will announce any viewings in advance and schedule them in consultation with the tenant. The tenant will also condone the fixing of sale or letting announcements. (Article 11.2 GRC).

**9.8** Upon termination of the rental agreement the tenant will inform the landlord of his new address, will deregister from the municipal personal records database and cancel any parking permits connected to the address. (Article 18.2 GRC).

**9.9** The rented housing will be inspected by both parties before the end of the rental agreement. The tenant must deliver the rented housing in the identical state as it was accepted in, as recorded in the house description and inventory attached to this rental agreement. If the tenant has not delivered the rented housing in a clean and proper state, the landlord will have the rented housing cleaned and/or repaired professionally and charge the costs to the tenant. (Article 17.2 and next GRC).

**9.10**. The tenant is not permitted to grow and/or have hemp present in the rented accommodation, or to carry out other activities that are punishable under the Opium Act. Violation of this prohibition will result in fines (Article 26 GRC).

**9.11** The tenant declares that he is aware of the fact that it is prohibited to smoke or have someone smoke in the rented property. The tenant is liable for the (nicotine) damage caused by non-compliance with this prohibition (Article 36 GRC).

**10.** **LANDLORD'S STATEMENTS**

The landlord declares that before entering into this rental agreement he has taken note of the relevant laws and regulations and - where applicable - has obtained permission from:

 - the home or (authorised) manager, in case of subletting;

 - the municipality;

 - the association of owners;

 - the mortgagee(s);

 - the insurer(s)

**11. MEDIATION**

**11.1** This rental agreement has been concluded through the mediation of ..................., acting as broker on behalf of the tenant, and/or ........................................... , acting as broker on behalf of the landlord, according to their respective conditions and rates, which have been communicated to the parties in advance.

**11.2** The parties will never hold the broker(s) liable if the other party to this rental agreement fails to fulfil any obligations therefrom.

Agreed and drawn up in duplicate in ............................. on ..........................

Landlord: ................... Tenant: .........................

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Appendices:(tick as appropriate):

O Copy of tenant's/occupant's passport

O General Rental Conditions Residential Space (dated July 1st, 2023)

O Inspection report with a description of the residential property

O Inventory list/Photo report of the inventory

O Document relating to energy performance

O Document Good Landlordship Act and Good Landlordship Regulations

O Division regulations and internal regulations

O Dutch text of the rental agreement, including the Dutch text of the General Rental Conditions Residential Space (dated July 1st, 2023)

The parties confirm by signing below having received an own copy of the General Rental Conditions Residential Space (dated July 1st, 2023) referred to in Article 2.2.

Landlord: ..................... Tenant: ...................

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The following example serves as an explanation.

In the year 2023, a (temporary) law applied that caps the annual rent increase. Pursuant to that law, in that year the legislator took a Collective Labor Agreement wage index figure as the starting point, because that yielded a lower percentage than the price index figure of Statistics Netherlands. The Collective Labor Agreement wage index was subsequently increased by 1%. This brought the total maximum rent increase in 2023 to 4.1%. This is what is meant in Article 5.2.

If, in that year, no legislation maximizing the rent increase had existed, the rent increase would have been calculated:

- on the basis of the consumer price index that is determined periodically by Statistics Netherlands. This is what is meant in Article 5.3.

- with a surcharge of 1% in certain cases. This is what is meant in Article 5.4. [↑](#footnote-ref-1)
2. See: https://wetten.overheid.nl/BWBR0014315/2023-01-01. [↑](#footnote-ref-2)
3. On the CBS website the adjusted rent can be calculated using a calculation tool: https://www.cbs.nl/nl-nl/onze-diensten/huurverhoging-berekenen. [↑](#footnote-ref-3)