

STUDENT HOUSING TENANCY AGREEMENT

Academic Year 20XX-20XX

This model tenancy agreement complies with the Flemish Housing Rental Decree. The model agreement was approved by the Flemish Interuniversity Council on 26/02/2025 and the Flemish Council of Universities of Applied Sciences on 28/02/2025. The parties declare to highlight modifications and/or deletions. Modifications/deletions that conflict with the Flemish Housing Rental Decree are not permitted.

Between the undersigned parties:

henceforth referred to as the LANDLORD:

Surname and first names:

Date and place of birth OR National Register number:

Street, house number:

Postal code: Town/city:

Phone/mobile: E-mail address:

OR

Company:

Company number:

Registered office:

Represented by:

Phone/mobile:

E-mail address:

and henceforth referred to as the TENANT¹:

surname and first names:

Date and place of birth OR National Register number:

Student at (educational institution):

Where the rental address differs from the main residence:

Street, house number:

Postal code: Town/city:

Phone/mobile:

E-mail address:

agree to the following:

Art. 1 Identification of the student residence

§1. The landlord lets a ☐ room ☐ studio for residential purposes, located at:

Street, house number: Postal code:

Town/city:

On floor, with number, at the ☐ front ☐ back ☐ side of the building.

§2. The tenant agrees to use the accommodation as a student residence and acknowledges that it is not their main residence. The tenant is prohibited from conducting any professional activities at the student residence. If the tenant wishes to change the intended use of the property, the tenant must obtain prior written consent from the landlord.

International students may register at this address in the foreign register, provided that they maintain their main residence in their home country.

Art. 2 Description of the student residence

The student residence includes:

Furniture

☐ bed ☐ mattress ☐ pillow ☐ curtains ☐ table ☐ chair ☐ sofa ☐ desk ☐ desk chair ☐ wardrobe

☐ bookshelf ☐ other:

Heating

☐ central heating ☐ electric heating ☐ other:

¹ If desired, the student's legal representative can be included in this tenancy agreement.

Initials:

Sanitary facilities

- ☐ shower/bath ☐ individual ☐ shared
☐ toilet ☐ individual ☐ shared

Kitchen facilities

- ☐ individual ☐ shared

Internet

- ☐ via Wi-Fi ☐ via cable

Other

- ☐ cleaning of communal areas: weekly / biweekly
☐ waste disposal²
☐ bicycle storage
☐

Art. 3 Rental Period

§1. The rental period commences on and ends on at midnight. The tenant shall have uninterrupted use of the property for the duration of the agreement.

§2. The rental month shall begin on the commencement date of the tenancy agreement.

Art. 4 Rent and Additional Costs

In accordance with Article 60 of the Flemish Housing Rental Decree, all costs and charges shall be included in the rental price. Only energy and water consumption, telecommunications, and the tax on second residences may be charged separately.

In accordance with Articles 34 and 61 of the Flemish Housing Rental Decree, the rent may be indexed for successive tenancy agreements with the same tenant.

§1. The total rent is € per month, of which € is for the rental of furniture.

If the rental period includes weeks, the total monthly price will be divided by four to determine the weekly amount.

§2. This rent includes everything except for the following costs:

Monthly

- | | | |
|---|---------|--|
| ☐ water | € | ☐ Fixed cost ☐ Advance |
| ☐ electricity | € | ☐ Fixed cost ☐ Advance |
| ☐ heating | € | ☐ Fixed cost ☐ Advance |
| ☐ telecommunications | € | ☐ Fixed cost ☐ Advance |

Annually

- ☐ Second residence tax (if applicable) ³

§3. The tenant shall be responsible for contracting the following services:

- ☐ Water ☐ Electricity ☐ Heating ☐ Telecommunications

§4. If an advance payment is requested for additional costs, the difference between the actual costs and the advances paid shall be shown at the end of the rental period in a separate, detailed account.

This final account shall be supported by invoices and must be provided within three calendar months after the end of the rental period.

The initial and final meter readings for electricity, gas, and water shall be recorded upon entry and exit, in the presence of, and with the agreement of, both parties. If no individual meters are provided, insofar as residential units with comparable comfort are concerned, the costs shall be divided according to the meter reading of the main meter and based on the following **distribution key**:

Art. 5 Payment

§1. A monthly payment of € shall be made in exchange for a receipt or via bank transfer to the following

IBAN account number:

in the name of:

with reference:

² The house rules can further specify who is responsible for its various components.

³ This footnote is filled in for each city (regulations differ from city to city).

Initials:

§2. Payment must be made no later than five calendar days after the commencement of the rental month.

Art. 6 Rental Deposit

§1. The rental deposit shall not exceed two months' rent, i.e., €

☐ The tenant shall deposit the rental deposit with a financial institution into an individual and blocked guarantee account in the tenant's name.

☐ The tenant shall pay the deposit by bank transfer to the landlord's account number:

§3. The rental deposit must be provided by the tenant no earlier than three months before the tenancy agreement comes into effect and no later than

§4. The deposit may be withheld in whole or in part if the tenant has not fulfilled the rental obligations. The burden of proof for such withholding rests with the landlord.

§5. The deposit, or any remaining balance, including interest, shall be released or refunded to the tenant to the following IBAN account:

in the name of:

within three months after the tenant has vacated the student accommodation, unless the landlord contests the return within this period by registered letter to the tenant.

Art. 7 Description of accommodation

§1. No later than the first month after the tenant gains access to the rented property, both parties shall be obligated to draw up a detailed and mutually agreed-upon description of the residence and the communal areas, at their shared expense. Any significant changes to the rented accommodation during the rental period shall be added to the accommodation description as an annex.

§2. If a final description of the accommodation is not prepared, the tenant shall be deemed to have returned the property in the same state as the tenant received it upon arrival, unless evidence to the contrary is provided. The same applies in the event that no initial description of accommodation was prepared.

§3. If requested by either party, the description of the accommodation shall be prepared by an expert. The expert shall be appointed by mutual agreement, and each party will bear half of the costs.

§4. Upon request by either party, a detailed and mutually agreed-upon description of the accommodation shall be prepared at the end of the tenancy agreement, at their shared expense. This description will be prepared at the time of key return and acceptance.

Art. 8 Fire Insurance

§1. The landlord agrees to include coverage in the landlord's fire insurance policy for fire and related risks, covering the tenant's liability towards the landlord and third parties, at the tenant's expense, and to have a waiver of recourse included by the fire insurance provider in relation to the tenant/student. If this provision is not included in the landlord's fire insurance policy, the landlord loses the right of recourse against the tenant/student. If the tenant is held liable, the exemption and any other costs not covered by the insurance will be borne by the tenant.

§2. The tenant is responsible for insuring their personal belongings. If the landlord is held liable for damage to the tenant's belongings, the exemption and any other costs not covered by the insurance will be borne by the landlord.

Art. 9 Termination of Agreement

§1. The tenancy agreement shall terminate on the agreed date without the need for notice to be given. No silent renewal may be invoked.

§2. Unless otherwise agreed in writing, the tenant shall clean and completely vacate the rented property by the agreed date and personally return the keys to the landlord. If the parties do not make arrangements for the personal return of the keys and acknowledgement of receipt, then the tenant shall return the keys by registered mail.

Art. 10 Vacation and Third Exam Period Regulations

§1. This provision applies if the month of June falls within the rental period and the tenancy agreement ends before the start of the third exam period.

§2. A student who is taking one or more exams as part of their study contract during the third exam period is entitled to use a comparable room from five days before the start of the first exam until the day following the exam. A student wishing to exercise this right must inform the landlord in writing no later than 19 July. The rental period must be consecutive and no less than one week. For each week commenced, a rent payment will be due, amounting to a maximum of 1/4 of the monthly rent specified in art. 5.

§3. Subject to the explicit agreement of the landlord, the tenant may use the room during the vacation period following the end of the tenancy agreement. A weekly rent will be payable for this, amounting to no more than 1/4 of the monthly rent specified in art. 5.

Initials:

Art. 11 Subletting and transfer of tenancy

§1. The tenant has the right to sublet the accommodation to another student tenant if the tenant participates in a student exchange programme or undertakes an internship. The tenant must provide the subtenant's address and contact details to the landlord prior to the commencement of the subletting.

§2. In all other cases, subletting and transfer of tenancy are only permitted with the prior written consent of the landlord.

§3. In the event of subletting, the tenant remains liable for compliance with all obligations under this tenancy agreement.

Art. 12 Early Termination

§1. The tenant may terminate this agreement before its commencement by providing written notice of termination.

Termination of the tenancy agreement is without charge if the tenant terminates the tenancy agreement up to three months before its commencement. The tenant shall be liable to pay a cancellation fee equivalent to two months' rent if the tenancy agreement is terminated less than three months before its commencement.

§2. The tenant may also unilaterally terminate the tenancy agreement in the following circumstances:

- when the student officially ceases their studies, subject to the presentation of proof of deregistration issued by the educational institution
- in the event of the death of one of the parents or another person responsible for the tenant's maintenance.

In all cases, the notice of termination must be submitted in writing, stating the reason and including the relevant supporting documents. The notice period shall commence on the first day of the month following the date the notice was sent.

§3. If a new tenant is found for the student accommodation during the notice period, and both parties accept this tenant, the parties may end the tenancy agreement early by mutual consent.

§4. The tenancy agreement shall be automatically dissolved upon the death of the tenant, effective from the first day of the month following the tenant's death.

Art. 13 Maintenance and repairs

§1. In accordance with the law, technical maintenance and major repairs are the responsibility of the landlord.

§2. The landlord is responsible for protecting all installations from frost damage.

§3. The landlord may not carry out renovations or alterations to the rented property during the rental period without the tenant's written consent, except in the case of urgent repairs. Any requested renovations or alterations must be clearly defined.

§4. The tenant must inform the landlord in writing as soon as possible of any damage, loss or fault requiring repair. The landlord agrees to carry out the repairs as promptly as possible.

§5. The tenant is responsible for any damage or depreciation caused by themselves or third parties they have allowed access to the rented property. The tenant must take all necessary precautions to prevent frost damage.

§6. The tenant is responsible for the small repairs included in the statutory 'list of small repairs in the Flemish Housing Rental Decree'. The tenant is also responsible for the maintenance and replacement of the smoke alarm battery in the rented accommodation. The responsibility for the smoke alarms in the communal areas rests with the landlord.

§7. The tenants are liable for non-attributable damage caused to the communal areas/property and safety equipment belonging to the rented property – insofar as such damage is not attributable to the landlord's responsibility for repairs, normal use, maintenance or wear and tear and insofar as this damage can be proven. Each tenant shall be liable only for their portion of the damage. This portion is determined according to the number of tenants occupying the rented property.

Art. 14 Comfort and Safety Regulations

§1. The accommodation must comply with the quality and safety standards for student rooms as set forth in the Flemish Housing Rental Decree.

§2. The landlord affirms that all necessary measures have been implemented to prevent and combat fires in accordance with local regulations and/or police regulations.

Art. 15 Peaceful enjoyment

§1. The landlord agrees to ensure the peaceful enjoyment of the student accommodation during the lease period. The landlord may only access the accommodation in the event of force majeure or with the tenant's permission.

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

§3. The tenant agrees not to keep animals in the rented property, unless with the explicit written consent of the landlord, and provided that they cause neither direct nor indirect damage or nuisance.

Art. 16 Disputes

§1. Both parties agree to submit all disputes arising from the interpretation, compliance with or the termination of this agreement to the housing service of the educational institution before bringing the matter to court.

§2. Belgian law applies to this agreement. Only the local court of the judicial district where the student accommodation is located shall have jurisdiction to rule on disputes related to this lease agreement.

Initials:

Art. 17 Registration

§1. The landlord is obliged to register the Dutch-language tenancy agreement, inventory, and any other appendices. The registration is free of charge and must be completed within two months of signing the tenancy agreement. Any costs resulting from a delay in registration shall be borne by the landlord.

§2. If the landlord fails to meet the obligation to register the tenancy agreement, the tenant shall be 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. 18 Final clauses

§1. This tenancy agreement may be supplemented with house rules. In such a case, the tenant must comply with the provisions of the house rules, provided that they have had the opportunity to review them before signing the tenancy agreement. These rules must be signed by both parties and attached to all copies of the tenancy agreement. The content may not contradict or detract from the provisions of the tenancy agreement.

§2. A simplified explanation of the Flemish Housing Rental Decree can be found on www.vlaanderen.be/en/student-tenancy-agreements.

§3. "The personal data included in this student accommodation tenancy agreement will only be processed to the extent necessary and in accordance with the General Data Protection Regulation (EU 2016/679)."

Drawn up at on

....., with each party declaring to possess a copy, and one copy being intended for the registration office.

This agreement may be signed either physically or digitally.

The parties acknowledge the legal validity of signing this agreement with an electronic signature using widely accepted and available software and/or the exchange of a scan/pdf of the original signatures. Each party has the right to use an agreement signed in this manner as evidence of the parties' execution of this agreement.

The landlord

The tenant

Initials: