

Copy intended for the tenant / landlord / Ghent University / Registration Office



This model contract was created by Kotatgent.  
This contract attaches equal importance to the rights and duties of the student and the landlord.  
Do you have any questions about student accommodation? Find out the answers from Kotatgent at [www.kotatgent.be](http://www.kotatgent.be), [kot@gent.be](mailto:kot@gent.be) or 09 266 76 40. We are here to help all students and landlords.  
Kotatgent is a partnership between the City of Ghent, Ghent University, University College Ghent, Artevelde University College, Luca School of Arts, Odisee and KU Leuven.

**Model lease contract for student accommodation**

THE PARTIES DECLARE THAT THEY WILL MAKE ANY CHANGES / DELETIONS IN A CLEARLY VISIBLE MANNER.

This contract does not provide any guarantee as to the quality of the accommodation or its fire safety.

BETWEEN THE UNDERSIGNED PARTIES:

**Landlord** on the one hand: Last name/ company name: ..... First name: .....  
Residing in/ registered office: (street, number, postcode, town): .....  
Place and date of birth:.....  
Telephone/cell phone: ..... E-mail.....  
Population registry number/ Crossroads Bank for Enterprises number: .....  
Account number (landlord): BE.....

**Tenant** on the other hand: Last name: ..... First name: .....  
Residing in chief place of residence (street and no.) .....  
Postcode: ..... Town: .....Country: .....  
Telephone/ cell phone: ..... Email.....  
Place and date of birth:.....  
Population registry number(optional): .....  
Account number (tenant):.....

Emergency contact information:

Last name, first name 1: .....	Last name, first name 2:.....
Telephone/cell phone:.....	Telephone/cell phone:.....
E-mail: .....	E-mail: .....
Relationship:.....	Relationship: .....

declares that s/he is enrolled as a student at:

- Ghent University       KU Leuven       Artevelde University College  
 University College Ghent     LUCA School of Arts     Odisee      other: .....

**IS AGREED AS FOLLOWS:**

The landlord shall lease the real estate described below (hereinafter referred to as the 'property') to the tenant, who accepts, under the conditions stated below.

**Art. 1: Description of the leased property**

The property is located at:

Town and postcode .....  
Street, no.: .....  
Floor: ..... Property number: .....

The property consists of:

- a room       a studio       an apartment       a house  
 suitable for 1 person     suitable for 2 persons (identification details of the second person to be added in the notes)

The room can only be used as student accommodation. The tenant is not permitted to use it as their main residence. If the tenant wishes to change the use of the property, s/he must have the express permission of the landlord.

The property includes:

a. Furniture

- bed       mattress       pillow       table       ..... chair(s)  
 sofa       book cupboard     desk       office chair     clothing cupboard     curtains  
 other furniture: .....



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The rent price and the possible monthly additional costs must be paid before the fifth calendar day of each month in question to the landlord's account number as stated in this contract. The landlord is required to provide proof of payment if the rent price, including the costs, cannot be paid by bank transfer.

**Art. 6: Deposit**

The tenant must pay a guarantee deposit as described below.  
The deposit amount may only be used to compensate for damage to the leased property inflicted by the tenant or by third parties to whom the tenant has allowed access to the leased property. The tenant may never consider the amount paid as a deposit as rent.

The deposit amount will be equal to one month's rent (excluding costs), i.e. .... euros

The tenant will pay this deposit within a month of signing the lease contract  in return for a receipt or  by bank transfer to the landlord's account. The repayment of the balance of the deposit, after subtraction of the damage as described above, shall occur by means of a cash payment or transfer to the tenant's bank account number as stated in this contract. This will be done within eight days after the end of the lease agreement or after the final date of the lease period on the condition that the tenant has met all his/her contractual obligations and after this has been done.

The amount of the deposit is equal to the rent price (excluding costs) for  one month  two months, i.e. ....euros.

The tenant shall pay this deposit within a month of signing the lease contract to an individual, blocked account in his/her name at a financial institution.  
The deposit will be released within eight days of terminating the lease contract or after the end date of the lease period on the condition of written consent from the tenant and landlord. The interest on the blocked amount belongs to the tenant.

**Art. 7: The landlord is obliged to ensure that the property complies with the (fire) safety standards and the applicable regulations (including the Flemish Housing Code, the police regulations for single-room accommodation etc.)**  
See also article 7 of the 'General terms and conditions of the lease'.

**Art. 8: Additional clauses**

The tenant shall also sign a copy of the house rules:  
 Yes, the tenant is obliged to behave according to the conditions of these house rules.  No

Both parties state they agree with the general stipulations mentioned in this lease agreement.

Date of handing over key(s) + number of keys: .....  
Key numbers: ..... (if applicable)

Drafted at (location) .....on (date) ..... in four copies: one copy is for the tenant, one is for the landlord, one is for Ghent University (intended for the supplementary fire insurance, see article 7 of the general terms and conditions of the lease) and one is for the Registration Office.

The Landlord	The tenant	The tenant's legal representative (if the student has not reached the age of majority when the lease contract begins)
Signature preceded by the text 'read and approved'	Signature preceded by the text 'read and approved'	Signature preceded by the text 'read and approved'

Both parties must initial each page.

Additional notes .....  
.....  
.....

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**GENERAL TERMS AND CONDITIONS OF A LEASE CONTRACT FOR STUDENT ACCOMMODATION (HEREINAFTER REFERRED TO AS 'THE PROPERTY')**

General principle:

These general terms and conditions of the lease form an integral part of the lease contract. They have been drawn up to provide more context on the articles of the lease agreement or to explain them using examples. The examples are intended as illustrations and are not limitative.

**Art. 1: Personal data**

The "landlord" is understood to mean the person acting as the letting owner, his/her representative or a person acting on behalf of the letting owner. A landlord can call upon third parties for certain tasks (management, maintenance, descriptions of the property etc.) S/he shall inform the tenant of this so that the latter is aware who has what powers within the lease contract.

The "tenant" is understood to mean a person enrolled as a student at an institution for higher education. If the property is inhabited by two people, the tenant shall provide all the contact details to the landlord.

The account numbers stated in the lease contract will be used for financial transactions between the parties. These include both the lease payments and the balances of final bills or the payment/refund of the deposit if it is not placed in a blocked account. The use of bank transfers makes it clear what payments and refunds have been made.

According to art. 8 of the Police Regulations for single-room accommodation:

The landlord must display the safety guidelines (what to do in case of fire or accident) visibly.

The telephone number of the landlord / person in charge of the building must be displayed visibly at the entrance to the property where the student rooms are located.

**Art. 2: Use of the Leased Property**

The tenant leases the property as described in art. 1 of the lease contract.

The tenant leases the property for the period agreed under art. 3 of the lease contract.

The tenant may only use the property for personal purposes. Subletting or transferring the lease is not allowed, except with the landlord's explicit written approval (see art. 4). It is possible for written permission to be given for subletting, for example if the tenant is required to reside elsewhere as the result of on-the-job training or student exchange programme, etc.

The landlord and tenant shall respect, among other things, the occupancy levels defined in the Flemish Housing Code. The occupancy level can be determined by referring to the guide: "Technical guidelines for a housing quality study". The tenant shall also ensure that these guidelines are respected if the property is sublet.

The tenant is allowed to use the property during weekends and holiday periods for the duration of the lease agreement. The landlord shall ensure that all the agreed provisions remain available to the tenant during weekends and holiday periods.

Pets are not allowed without the landlord's permission.

**Art. 3: Termination of the Lease**

Both parties may terminate this lease agreement unilaterally once an agreement is reached on the following points (cumulatively):

- termination date
- any termination payment
- times for visiting the property

In the following cases, the tenant is allowed to terminate the lease, as long as a registered letter is sent to the landlord for this purpose, without having to pay damages:

- if a parent, step-parent or guardian dies during the period between signing the lease contract and the end of the contract. The contract shall then end on the first day of the month following that in which the landlord was notified of the death.
- If one month's notice is given, the lease agreement may be terminated if a new tenant can be found, who is expressly accepted by the landlord. The term of notice starts on the first day of the next monthly lease period.

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Upon termination of the lease agreement, the keys must be handed back to the landlord. The landlord must make the necessary arrangements to come and collect the key. The collection of the keys can be done in person, by handing them over, or by other arrangements agreed between the tenant and landlord. The keys to the property must be returned to the landlord 'in exchange of a dated receipt'.

The property must be cleared of the tenant's goods and handed over in a decent state, as it was when the tenant moved in and in accordance with the description.

If a new lease agreement is signed between both parties for the next academic year, the parties will also reach a mutual written agreement about emptying out the room, whether any storage space is available, to a certain degree and when the keys will be handed in/transferred.

### **Art.4: Rights and Obligations of Tenant and Landlord**

For the division of the parties' obligations related to maintenance and repair, the parties state that they will follow the Civil Code's guidance. The tenant undertakes to return the property at the end of the lease period in the same condition as at the start of the lease agreement. To these ends, a detailed description will be drawn up when the tenant moves in. The tenant will immediately inform the landlord in case of damage or possible damage. The tenant is responsible for all damage inflicted by him/herself or by any people to whom he has granted access to the property, in as much as the damage is not the consequence of normal use.

The tenant undertakes:

- To allow the cleaning staff access to the room, if the cleaning is conducted at the landlord's expense
- To allow the landlord access to the leased property in case of emergency
- To allow the landlord access to the leased property in the event of non-urgent need. In this case, the landlord will choose a time in consultation with the tenant. If desired, the tenant may grant access only when s/he is present.
- To refrain from any actions that could disrupt the peace of the fellow occupants or neighbours. These actions include actions committed by the tenant and by persons whom the tenant has allowed to enter the building.

The landlord undertakes:

- To inform the tenant in good time of when the maintenance staff need access to the property.
- To decorate the room in such a way as to allow for sufficient light and air to come in and to provide sound insulation.
- To properly maintain the heating appliances (heating appliances that do not allow for the burnt gases to be ventilated outside of the building are not allowed).
- To ensure that the room has a minimum temperature of 18° between 7AM and midnight and of 13° between midnight and 7AM.
- These arrangements also apply at weekends and during the holiday period.
- To respect the student's privacy and only enter the property under the conditions described above and/or after making arrangements with the tenant.

### **Art.5: Description of the property and final bill for meter readings**

#### 5.1 Description of the property when moving in

When moving into the property, no later than the 15th day after handing over the keys to the property, a detailed description will be drawn up of the property and the common areas belonging with the property, if any, subject to the right to contest any claim. The costs of this are to be shared.

The keys to the property are handed over no later than when the description is drawn up upon moving in. While the description upon moving in is being drawn up, all the relevant meter data and readings must be noted. If these meter readings are not noted, no bills can subsequently be presented and deposits will be considered flat-rate payments.

If no meter readings are recorded in the description upon moving in and flat-rate payments are used, the landlord must clearly indicate in the description how the distribution of costs between the units is to be recorded. It must also be made clear here how the distribution of the costs for the common areas is to be calculated.

#### 5.2 Description of the property during the lease

Whenever significant changes are made to the leased property during the lease period, a detailed description of the property must be drawn up, subject to the right to contest any claim. If the description is drawn up by a third party, the total cost of ..... euros is to be divided by two and thus distributed between the tenant and landlord.

Any such description shall also include all the relevant meter data and readings.

#### 5.3 Description of the property when the lease contract is terminated

At the end of the lease, and no later than the 15th day after the end date of the lease contract, a description shall also be drawn up. This description shall once again contain all the relevant meter data and readings.

#### 5.4 Absence of a description of the property

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In the absence of a description upon moving in and/or at the end of the lease contract, the tenant shall be considered, unless there is evidence to the contrary, to have received the property in the state in which it is found at the time when s/he leaves it.

### 5.5 Bill for meter readings

The landlord must provide evidence of the bill(s) for the meter readings on the basis of the meter readings stated in the description and the invoice. The bill and supporting documents are to be given to the tenant at his/her mere request.

If it appears from the bill that the tenant still needs to pay a balance, the bill must be paid to the landlord's account number within 30 calendar days of receipt of the bill.

If it appears from the bill that the tenant has paid too much, the landlord must pay the balance to the tenant within 30 calendar days of receipt of the bill, to the account number stated in the lease contract.

### **Art.6: Peaceful occupancy - Work – Repairs – Maintenance**

Both the landlord and the tenant shall ensure that the peaceful occupancy of all the residents of the property is not disturbed.

During the lease period, the landlord may not do any renovation work / make any alterations to the property to the detriment of the tenant's living comfort, peace and opportunities to study. If work is done, the renovation or change works requested and their duration must be clearly described.

### **Art. 7: (Fire) Insurance**

The landlord is obliged to insure the property for its full construction value with an accredited insurance company and maintain this insurance for the entire duration of the lease contract against the following and other risks: fire, flooding, storms, earthquakes, water damage, aircraft crashes, vehicle collisions, explosions, electrical risks and other damage. The landlord is also obliged to take out insurance against third-party claims resulting from all accidents that may occur in the leased property with an accredited insurance company, for the entire duration of the lease contract.

The tenant shall find out the extent to which s/he is insured against fire in the insurance policy for his/her home address. This means third-party insurance and insurance of belongings at a second residence. The tenant shall be able to present this policy at the landlord's request. In the absence of sufficient insurance, the tenant can be asked to take out a supplementary fire insurance policy.

For all housing units which fall under this agreement, UGent has arranged a collective, supplementary, insurance policy for the tenant's liability to cover against fire, explosions and water damage, but only if one copy (per housing unit) reaches the Housing Department of UGent in time. In time means at the latest at October 31st if the lease agreement was signed between June 15th and October 15th or within 14 days after the starting date of a lease agreement was signed between October 16th and June 30th. The landlord is the person responsible for handing in the lease agreement on time. This model lease contract must be applied in its integrity, without changes or deletions, to be eligible for this insurance policy.

These insurance policies are taken out to cover the tenant's liability for students enrolled in: Ghent University, University College Ghent, Artevelde University College, Odisee, and Luca School of Arts.

### **Art.8: Registration and other Fiscal Obligations**

The costs related to the leased property, the future taxes, fees and the like, are fully borne by the landlord. The landlord is obliged to have the lease agreement registered. The tenant can, if he wants, also ask for the registration of the agreement. Any costs related to the non-timely registration of the lease agreement are also fully borne by the landlord.

### **Art. 9: Sale of the Leased Property**

The landlord undertakes to inform the tenant via registered letter in case of a sale of the leased property. The tenant will allow the leased property to be viewed at two points in time, to be determined at a later stage.

### **Art. 10: Mediation – Disputes**

Both parties undertake to inform the Housing Department of the educational institute, in case of disputes regarding the interpretation, implementation or termination of this lease agreement before taking the matter up with the Justice of the Peace. Only the Justices of the Peace for the legal district of East Flanders, Ghent division are authorized to rule over disputes regarding this lease agreement.

### **IB Art. 11: Non Dutch-speaking tenant**

When leasing to a non Dutch-speaking tenant, the landlord will append the English version of this contract. This translation is provided by Kotatgent and is a literal reproduction of the Dutch contract.

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**IB Art.12: General Conditions**

For all cases not provided for under this agreement, both parties are referred to the applicable legislation. If there are internal rules or house rules in place, the tenant is required to behave in accordance with those rules, on the condition that tenant was able to familiarise himself with those rules prior to signing the lease agreement and that these rules do not contradict the lease agreement.