**INDEFINITE TENANCY AGREEMENT FOR RESIDENTIAL ACCOMMODATION**

**The undersigned:**

……………………, having its registered office/residing at (address, town/city, postcode)

, hereinafter called the ‘landlord’,

AND

* Last name:
* First name:
* Date of birth:
* Place of birth:
* Civil status:

residing at …….. (address, town/city, postcode)

, hereinafter called ‘tenant’.

**HAVE AGREED AS FOLLOWS:**

**Rented object, designated use**

* 1. The landlord will let to the tenant, as the tenant will rent from the landlord, the **self-contained/non-self-contained** residential accommodation, hereinafter the ‘rented object’, residing at ………….. (address, town/city, postcode). The condition of the rented object is described in the delivery report to be attached hereto as an annex and to be initialed by the parties.
	2. The rented object is designated for use as residential accommodation only.
	3. Without the prior written consent of the landlord, the tenant may not put the rented object to any use other than as described in article 1.2.
	4. Upon entering into the tenancy agreement, the tenant [**did/did not\***] receive a copy of the energy label within the meaning of the Dutch Energy Performance (Buildings) Decree [*Besluit energieprestatie gebouwen*] and/or a copy of the Energy index in respect of the rented object.

**Conditions**

**2.1** This tenancy agreement requires the parties to comply with the statutory provisions on tenancy of residential accommodation, to the extent not provided otherwise herein. The ‘GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION’, as drawn up on 20 March, filed with the Clerk of the District Court at The Hague on 12 April 2017 and are registered there under number 2017.21, hereinafter referred to as the ‘general provisions’, form part of this tenancy agreement. Such general provisions are known to the parties. The tenant has received a copy. The general provisions will apply except to the extent expressly provided otherwise in this tenancy agreement or if application of these general provisions is not possible in respect of the rented object.

**Duration, renewal and termination**

**3.1** This tenancy agreement has been entered into for an indefinite period of time with effect from ……………

**3.2** On the effective date of the tenancy agreement, the landlord will make the rented object available to the tenant, provided that the tenant has performed all the existing obligations vis-à-vis the landlord. If the effective date does not coincide with a workday, the rented object will be made available on the next workday.

**3.3** Notice of termination of the tenancy agreement is to be given in accordance with article 18.1 of the general provisions.

**Payment obligation, payment period**

**4.1** As from the effective date of this tenancy agreement, the tenant's payment obligation will consist of:

- the rent

- [**option:**] the fee in connection with the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter (costs of mains services based on an individual meter).

- [**option:**] the fee for the other supplies and services to be provided in connection with the occupation of the rented object (service charges)

**4.2** The fee in connection with the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part will comprise the actual costs on the basis of the meter readings.

**4.3** The fee for the other supplies and services to be provided in connection with the occupation of the rented object, as indicated in article 7, will be determined by the landlord. The fee as referred to in articles 4.2 and 4.3 will be subject to a system of advance payments with subsequent settlement, as indicated in articles 17.1 to 17.15 inclusive of the general provisions.

**4.4** The rent and the advance payment as referred to in articles 4.2 and 4.3 will be payable in advance, at all times on or before the first day of the period to which the payment relates [**in accordance with the method designated by the landlord/by way of transfer to account number ………………………. in the name of ………………………………………………………..\***].

**4.5** The following amounts will be due per payment period of one month:

* the rent EUR
* the advance on the fee in connection with the

supply of electricity, gas and water for consumption in the

living area of the rented object on the basis of an

individual meter in that part EUR

* the advance on the fee due for the provision of the other supplies and

services to be provided in connection with the occupation

of the rented object EUR

 So that the total monthly amount due by the tenant will be EUR

 In words ……………………………………………… euros.

**4.6** With a view to the effective date of this tenancy agreement, the initial payment period will relate to the period of …………………. to …………………………….. inclusive, and the amount due for such initial period will be EUR .................... The tenant is to pay such amount on or before ………………………....

**Rent adjustment**

* 1. If the rented object is residential accommodation subject to a regulated rent [*sociale huurwoning*], the rent may be adjusted, upon a proposal by the landlord, for the first time on …………………………, and subsequently annually by a percentage not exceeding the percentage permitted by law as prevailing on the effective date of such adjustment for residential accommodation subject to a regulated rent.
	2. If the rented object is accommodation subject to a deregulated rent [*geliberaliseerde huurwoning*] for residential accommodation, the provisions of article 5.1 will not apply. In such event, the landlord will be entitled to increase the rent by no more than ...%.

**(Optional, if applicable) Costs of mains services based on an individual meter and service charges**

**6.** The landlord will arrange the supply of [**electricity, gas and water\***] for consumption in the living area of the rented object on the basis of an individual meter in that part.

**Service charges**

**7.** The landlord will arrange the provision of the following supplies and services in connection with the occupation of the rented object:

**Taxes and other levies**

**8.1** Unless prohibited by law or the regulations ensuing from it, the tenant will be responsible, even if an assessment in that respect is imposed on the landlord, for:

a. the property tax and the water authority or polder charges;

b. the environmental levies, including the surface water pollution levy and the waste water purification levy;

c. the betterment levy or related taxes or levies, in whole or for a proportional part thereof, if and to the extent that the tenant benefits from that based on which the assessment or levy is imposed;

d. the other existing or future taxes, environmental protection contributions, charges, levies and user fees.

Such taxes and other levies will be passed on only to the extent relating to the actual use of the rented object and the actual joint use of service areas and general and common rooms.

**8.2** If the levies, taxes, user fees or other charges payable by the tenant are collected from the landlord,the tenant is to reimburse the landlord on the latter's demand.

**(Optional, if applicable) Manager**

**9.1** Until the landlord gives notice to the contrary, the following person will act as manager: …………………………….

**9.2** Unless otherwise agreed in writing, the tenant must consult with the manager about the contents of, and any other matters relating to, this tenancy agreement.

**Security deposit**

**10.1** Before the effective date, the tenant will pay a security deposit in the amount of
 EUR ……… (in words: ……………………….. euros) in accordance with the method indicated in article 4.4.

**10.2** The security deposit [**will/will not\***] accrue interest.

**(optional) Penalty provision**

**11.1** The tenant and the landlord agree that, if the tenant fails to perform his obligation/s under the following provision/s, he will forfeit to the landlord an immediately payable penalty as stated below:

1. **(optional)** a penalty in the amount of EUR ....... for each calendar day that the violation continues, in the event of violation of articles 1 (use), 9 (garden), 13.1 and 13.2 (reporting damage), 14.1 (general areas), 14.3 under a (pets), 14.4 (nuisance), 21.1 and 21.2 (security deposit) of the general provisions, subject to a maximum of EUR .….., without prejudice to the tenant's obligation still to perform such obligation, and without prejudice to the landlord's right to claim (additional) damages;
2. **(optional)** a penalty in the amount of EUR ....... for each calendar day that the violation continues, in the event of violation of articles 4.1 and 4.2 (changes and additions), 8 (aerials), 10 (shading devices), 14.2 and 14.3 under b (advertising, venting ducts and flues) of the general provisions, subject to a maximum of EUR .….., without prejudice to the tenant's obligation still to perform such obligation, and without prejudice to the landlord's right to claim (additional) damages;
3. (**optional**) a penalty in the amount of EUR ....... for each calendar day that the violation continues, in the event of violation of article 1.3 (change of designated use) of this tenancy agreement, and of articles 12 (access), 15.2 (hazardous substances), 19 (punctual and proper re-delivery) of the general provisions, subject to a maximum of EUR .….., without prejudice to the tenant's obligation still to perform such obligation, and without prejudice to the landlord's right to claim (additional) damages;
4. (**optional**) a penalty in the amount of EUR ........ per violation, to be increased by an additional penalty in the amount of EUR ....... for each calendar day that the violation continues, in the event of violation of article 2 ((temporary) subtenancy) of the general provisions, subject to a maximum of EUR ......., without prejudice to (i) his obligation still to perform such obligation, and (ii) the landlord's right to claim (additional) damages, and (iii) the obligation to disgorge any (estimated) profit generated by him as a result of acts in violation of this prohibition;
5. (**optional**) a penalty in the amount of EUR ........ per violation, to be increased by an additional penalty in the amount of EUR ....... for each calendar day that the violation continues, in the event of violation of article 14.3 under c (hemp and such like) of the general provisions, subject to a maximum of EUR ......., without prejudice to (i) his obligation still to perform such obligation, and (ii) the landlord's right to claim (additional) damages, and (iii) the obligation to disgorge any (estimated) profit generated by him as a result of acts in violation of this prohibition.

**(optional**) **11.2** For each violation of an obligation under this tenancy agreement and the associated general provisions, to the extent not already listed in article 11.1 above, the tenant will forfeit to the landlord an immediately payable penalty in the amount of EUR ..... per calendar day, subject to a maximum of EUR ...., without prejudice to his obligation still to perform such obligation, and without prejudice to the landlord's right to claim (additional) damages. If the landlord is a professional party, this article 11.2 will not apply.

**Special provisions**

**12.**

**Indexes**

[ ] Idendity document

[ ] Delivery report (to be added at the time of delivery)

[ ] Copy of the energy label/Energy Index

[ ] General provisions

**Agreed and signed in … fold,**

Place**: ……………………………………………..** Place**: ……………………………………...**

Date**: ………………………………………………** Date**: ……………………………………….**

**……………………………………………………… ……………………………………………….**

(tenant(s)) (landlord)

Separate signature/s of the tenant/s to indicate receipt of their own copy of the GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION as referred to in article 2.

Tenant/s signature/s:

…………………………………