



TENANCY AGREEMENT – SELF-CONTAINED RESIDENTIAL PREMISES

(Model: Flex Estate - for assistance only, Flex Estate is not a party to this agreement)

This Agreement has been drafted in accordance with Dutch tenancy law. Where any provision of this Agreement conflicts with mandatory provisions of Dutch law, the mandatory provisions shall prevail.

Landlord:

Name: _____

Address: _____

Postcode and City:

Tenant:

Name: _____

Date of birth: ____ / ____ / ____

Address: _____

Postcode and City:

ID (type + no.): _____

The Landlord and the Tenant are hereinafter individually referred to as a “Party” and jointly as the “Parties”.

Initials tenant: _____

Initials Landlord: _____

Rented Premises:

Address:

Postcode and City:

Description (e.g. apartment / house / studio):

Storage / parking (if applicable):

Start date tenancy: ____ / ____ / ____

Type of tenancy:

☐ Indefinite tenancy agreement

☐ Fixed-term tenancy agreement
(only where permitted under Dutch law)

End date (if applicable): ____ / ____ / ____

Where a fixed-term tenancy agreement is entered into, the Parties confirm that such agreement complies with the Dutch legislation applicable on the date of signature.

Monthly rent: € _____

Service charges per month: € _____

Total monthly payment: € _____

Article 1 - The rented premises and intended use

The landlord lets to the tenant, and gives the tenant the use of, the self-contained residential premises located at the above address, including all immovable appurtenances belonging to the dwelling.

Initials tenant: _____

Initials Landlord: _____

1.1 The rented premises are intended solely to be used as living accommodation by the tenant. Use for business or professional activities is only permitted with prior written consent from the landlord.

1.2 Before commencement of the tenancy the parties will draw up an inspection report describing the state of repair and the items present. This inspection report forms an annex to this tenancy agreement. If no inspection report is drawn up, the rented premises are deemed to have been delivered at commencement in good condition.

1.3 The tenant is not permitted to sublet (parts of) the rented premises or to give them in use to third parties without the explicit written consent of the landlord.

1.5 Where the Premises are rented furnished or partly furnished, an Inventory List signed by both Parties shall form an integral part of this Agreement.

Article 2 - Legislation and general terms

2.1 The following apply to this tenancy agreement:

- Title 4, Book 7 of the Dutch Civil Code (rent and lease of residential accommodation); - All other applicable statutory provisions.

2.2 If the landlord makes use of general conditions (general tenancy conditions), these form an integral part of this tenancy agreement. The tenant declares to have received a copy thereof.

Initials tenant: _____

Initials Landlord: _____

Article 3 - Term, renewal and notice of termination

3.1 Where the Parties enter into a fixed-term tenancy agreement, such agreement shall only be valid where permitted under Dutch law applicable at the time of signing. Statutory provisions relating to notification, termination and continuation of the tenancy shall apply where mandatory.

3.2 If the tenancy is entered into for an indefinite term, termination can only take place in writing and with due observance of the statutory notice periods.

3.3 Notice of termination by the tenant must be at least one full calendar month.

Article 4 - Rent, payment and service charges

4.1 The tenant shall pay the rent monthly in advance, no later than on the first day of the month.

4.2 If payment has not been received by the due date, the Tenant shall be in default unless mandatory Dutch law requires prior notice of default.

4.3 Service charges are paid as an advance payment. The Landlord shall provide the Tenant with an itemised annual statement of the actual service costs incurred. Any difference shall be settled within thirty (30) days after the statement has been provided.

Article 5 - Security deposit

5.1 Upon commencement of the tenancy the tenant shall pay a security deposit in the amount of: € _____

Initials tenant: _____

Initials Landlord: _____

5.2 The security deposit shall be refunded within thirty (30) days after the final inspection and settlement of all outstanding obligations, less any lawful deductions for damage, unpaid rent, service charges or other contractual obligations.

Article 6 - Maintenance and repairs

6.1 The tenant is responsible for minor day-to-day maintenance as referred to in the Dutch Decree on Minor Repairs.

6.2 Major maintenance and structural repairs are at the landlord's expense, unless the damage was caused by the tenant.

6.3 The tenant must report damage, defects or malfunctions to the landlord without delay and in writing.

6.4 The Tenant shall notify the Landlord in writing without undue delay of any defect or damage that may result in further deterioration of the Premises. Failure to do so may result in liability where permitted by law.

Article 7 - Use of the rented premises

7.1 The tenant must behave as a good tenant and use the rented premises with due care.

7.2 Causing nuisance to neighbours is prohibited.\

7.3 Keeping pets is permitted / not permitted (strike out what does not apply).

Initials tenant: _____

Initials Landlord: _____

Article 8 - Alterations and modifications

8.1 The tenant may not make structural alterations without the landlord's written consent.

8.2 Permitted alterations will become the landlord's property, unless agreed otherwise in writing.

8.3 Alterations made without the Landlord's consent that are not permitted to remain shall be removed by the Tenant at the end of the tenancy unless otherwise agreed in writing.

Article 9 - Energy, utilities and taxes

9.1 The tenant concludes contracts for gas, water and electricity and pays those taxes which by law are for the tenant's account.

Article 10 – Landlord's Right of Access

10.1 The Landlord may enter the Premises for:

- inspections
- maintenance
- repairs
- compliance with statutory obligations
- viewings for prospective buyers or tenants

10.2 Except in emergencies, reasonable prior notice shall be given.

10.3 In emergencies, the Landlord may enter without prior notice where reasonably necessary.

Initials tenant: _____

Initials Landlord: _____

Article 11 – Liability

11.1 The landlord is not liable for damage to the person or property of the tenant, unless the damage is due to fault or negligence on the part of the landlord.

11.2 The Tenant shall be liable for damage caused by the Tenant, members of the Tenant's household, visitors or pets, insofar as such damage is attributable to them under applicable law.

Article 12 - Transfer of the rented premises

12.1 In the event of sale of the rented premises all rights and obligations of the landlord under this tenancy agreement will pass to the new owner.

Article 13 - End of the tenancy and handover

13.1 At the end of the tenancy the Parties shall carry out a final inspection. The Tenant shall return the Premises clean, empty and in substantially the same condition as at the commencement of the tenancy, allowing for normal wear and tear and any alterations lawfully permitted. All keys shall be returned at the end of the tenancy.

13.2 Any personal belongings left behind may, where permitted by law, be removed at the Tenant's expense after the Tenant has been given a reasonable opportunity to collect them.

Article 14 - Extrajudicial costs

14.1 If the landlord has to incur costs to induce the tenant to comply with this agreement, such costs shall be borne by the tenant in accordance with the applicable statutory scales.

Initials tenant: _____

Initials Landlord: _____

Article 15 – Force Majeure

15.1 Neither Party shall be liable for failure to perform obligations due to circumstances beyond its reasonable control including:

- fire
- flood
- natural disaster
- war
- pandemic
- government measures
- prolonged interruption of utility services

15.2 The affected Party shall notify the other Party as soon as reasonably practicable.

15.3 If the force majeure event continues for more than sixty (60) consecutive days, the Parties shall consult regarding the continuation of this Agreement in accordance with applicable law.

Article 16 - Final provisions

16.1 Amendments to this agreement are only valid if made in writing and signed by both parties.

16.2 Flex Estate is not a party to this agreement and accepts no responsibility for the content, accuracy or consequences. This template is provided for guidance purposes only. The parties themselves remain responsible for obtaining legal advice.

16.3 The Parties shall process personal data exchanged in connection with this Agreement solely for the purpose of entering into, performing and terminating this Agreement in accordance with the General Data Protection Regulation (GDPR) and applicable Dutch privacy legislation.

Initials tenant: _____

Initials Landlord: _____

Signing

Signed in duplicate at: _____

Date: ____ / ____ / ____

Landlord:

Name: _____

Signature: _____

Tenant:

Name: _____

Signature: _____

Attachments

The following documents form part of this Agreement where applicable:

- ☐ Check-in Inspection Report
- ☐ Inventory List
- ☐ Key Handover Form
- ☐ Energy Label
- ☐ Annual Service Charge Statement