



General Conditions for Temporary Rental and Guest Accommodation in Leiden and The Hague

(Updated April 2016)

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Article 1: Underlying principles of the tenancy regulations

- 1.1 These tenancy regulations are part of the tenancy agreement between Leiden University and the Tenant. The Lessor has made a copy of these tenancy regulations available to the Tenant before signing the tenancy agreement.
- 1.2 Deviations from the text of the tenancy agreement or of these General Conditions can only be agreed upon with the explicit written consent of the Lessor.
- 1.3 During the period specified in the tenancy agreement the Tenant is attached to Leiden University or another institution in the region, as a student, PhD/research candidate or staff member.
- 1.4 The Tenant does not have the intention to settle for a longer period in the guest accommodation
- 1.5 After the period specified in the tenancy agreement, the Tenant will vacate and leave the premises in the same conditions as they were on arrival.
- 1.6 The main residence of the Tenant shall remain in his or her home country for the duration of the tenancy agreement

Article 2: Glossary / Definition of terms

In these regulations the following definitions shall apply:

- 2.1 **Caretaker**
Caretaker for the rented property is Housing Corporation DUWO. DUWO is responsible for general maintenance issues, including check-in, check-out, furnishings and general repair.
- 2.2 **Common areas**
All rooms belonging to the rented property, for which the tenant shares the use with other tenants under Article 1 of the tenancy agreement.
- 2.3 **Complex**
The property unit occurring as such in the administration which includes one or more buildings.
- 2.4 **Department or unit**
The group of tenants who, under the tenancy agreement, has been granted joint use of one or more common areas and/or common provision(s) such as a kitchen, shower, toilet.
- 2.5 **Housing**
An established real estate property leased as a self-contained residence or residence with shared facilities, with its appurtenances.
- 2.6 **Inspection form**
Form in which the condition of the rented property is recorded
- 2.7 **Lessor**
The Lessor for the purpose of these general conditions and the accompanying tenancy agreement is Leiden University. Leiden University does not own the accommodation, but has a contractual agreement with Housing Corporation DUWO. Whereas Leiden University is responsible for the contractual arrangements with tenants, DUWO acts as caretaker for the buildings and is responsible for general accommodation management and maintenance issues (see under Caretaker above).
- 2.8 **Rent**
The fee payable by the Tenant for the mere use of the rented property.
- 2.9 **Rented property**
The rented property as defined in Article 1 of the tenancy agreement
- 2.10 **Residential Group**
The group of tenants who, under the tenancy agreement, has been granted the joint use of one or more common areas and/or common provision(s) such as a kitchen, shower, toilet, and who also belong to a department or unit.
- 2.11 **Room with shared facilities**
A room, apartment or other residence where residents share common facilities and that is not a self-contained residence.
- 2.12 **Self-contained residence**
A house, apartment or other residence with a private entrance, in which the resident(s) can live without being dependent on essential facilities (e.g. kitchen, shower, toilet) outside the individual residence.
- 2.13 **Service costs**
Service costs are the other payment obligations that the tenant has to fulfil, in addition to the rent, as stipulated in the tenancy agreement.
- 2.14 **Tenant**
The person who has closed a tenancy agreement with the Lessor for the rent of housing.
- 2.15 **Tenancy agreement**
The tenancy agreement, closed between the Tenant and the Lessor, of which these tenancy conditions form a part.

Article 3: Common areas

If the tenancy agreement also includes common area(s), the right of use of the common area(s) is granted to the tenant and the other tenant(s) in the residential group. All tenants exercise this right simultaneously and with respect for each other's rights, unless the agreement provides otherwise.

Article 4: Renting to more than one tenant

If the tenancy agreement has been signed by more than one tenant, the following applies:

- 4.1 Each tenant has an independent and full right of tenancy, which they must exercise simultaneously and with respect for each other's rights.
- 4.2 The rent and the advance payment of the service costs are jointly payable by the Tenants referred to above. If the agreement ends with respect to one or more tenants, the full amount of the rent amount and service costs remains due by the other tenant(s).
- 4.3 Each of the tenants is jointly and severally liable for the total rent amount and service costs and for all other obligations resulting for each of them under the agreement and the law.

Article 5: Delivery and acceptance of a residence with shared facilities and a self-contained residence

- 5.1. On the start date of the tenancy agreement, the Lessor will make the rented property available to the Tenant. The Lessor warrants that the rented property is in good condition and that the facilities are functioning properly upon delivery.
- 5.2. If the Lessor cannot make the rented property available in time to the Tenant because the rented property is not ready on time, or because the previous tenant has not vacated, the Tenant does not have to pay rent until the rented property is made available. This also applies to the advance payment of the fee for additional supplies and services.
- 5.3. The Lessor is not liable for any damages to the Tenant caused by the fact that they cannot make the rented property available on time, unless the Lessor is guilty of serious fault or gross negligence.
- 5.4. The tenant is obliged to notify caretaker DUWO of any defects in the rented property to via the contact form at <https://www.duwo.nl/en/i-rent/repairs-and-complaints/request-for-repairs/>. In this contact form, the tenant can determine the state of maintenance of the rented property.
- 5.5. Should the tenant wish to inform the Lessor about any issue regarding the condition of the rented property in relation to the responsibility of caretaker DUWO, either upon arrival or during the tenancy period, this may be done by email (to housing@leidenuniv.nl), outlining the date the defect in the rented property was reported to DUWO through the abovementioned contact form, and outlining in chronological order any subsequent actions, or lack thereof. Only then will the Lessor be able to take up the issue in consultation with the caretaker and the tenant involved.

Article 6: Furniture

- 6.1 The rented accommodation is furnished by caretaker DUWO. At the start of the tenancy agreement the Tenant obtains a general inventory listing all inventory placed in the rented accommodation by DUWO.
- 6.2 It is not permitted to remove inventory from the rented accommodation or to take it away without prior permission in writing from DUWO.
- 6.3 Any repair work required as a result of normal wear and tear is to be covered by DUWO. During the tenancy period the Tenant must ensure that the inventory is kept in good order. All repair work to the inventory that is the consequence of incorrect use, carelessness, gross negligence, uncleanness or rough treatment by the Tenant or persons for whom s/he is responsible will be charged to the Tenant.
- 6.4 Damage to the inventory occurring during the tenancy period should be reported to DUWO within 7 days of the occurrence of the damage. If the damage is not reported by the Tenant, DUWO will hold the Tenant responsible for any associated costs.
- 6.5 The Tenant is not permitted to place any type of extra facilities or equipment (such as a washing machine, fridge, freezer, etc.) into the rented property or any of the communal areas. If the Tenant does place any type of extra facilities or equipment, these will be removed at the expense of the Tenant.

Article 7: Rent and rent payment

- 7.1 The rent charged and service costs may be modified pursuant to the rules laid down in the law. For tenancy agreements with a duration of 12 months or less, the rent as stipulated in the individual tenancy agreement will apply for the entire tenancy period as indicated in the agreement. When the duration of the contract is extended, an increase in rent may apply and will be specified in a new tenancy agreement.
- 7.2 The Tenant is responsible for payment of rent and other costs as stipulated in the individual tenancy agreement, which forms part of these tenancy conditions.

Article 8: Obligations of the Lessor and its contracted caretaker DUWO

- 8.1 The Lessor, through its contracted caretaker DUWO, shall maintain the rented property in a good state of repair and carry out any repair and maintenance work needed for this purpose, unless, pursuant to these regulations, they are the responsibility of the Tenant.
- 8.2 At the request of the Tenant, DUWO will remedy any defects in the rented property, unless this is impossible or requires expenditure that under the circumstances cannot reasonably be expected of the Lessor or its contracted party. This obligation does not apply to minor repairs that belong to the maintenance obligation of the Tenant and neither with respect to defects arising from causes for which the Tenant is liable pursuant to these regulations. The Lessor, through its contracted party, performs any required work based on the standard condition of the rented property.
- 8.3 If and insofar as work in or on the rented property is required as a result of negligence, carelessness or improper use by the tenant or a third party using the rented property, or residing in the rented property

- with their consent, all costs associated with this work will be charged to the Tenant, regardless of the nature and scope of the work.
- 8.4 The Lessor is not liable for any damage suffered by the Tenant and/or their family or damage to property located in the rented property as a result of visible or invisible defects in the rented property, unless:
- 8.4.1 The damage occurred after the start of the tenancy agreement and is attributable to the Lessor, or
- 8.4.2 The damage was present at the start of the tenancy agreement and the Lessor was aware of this damage, or
- 8.4.3 The Lessor, at the start of the tenancy agreement, indicated to the Tenant that the rented property did not have said defect.
- 8.5 The Lessor is not liable for any damage caused by trespassing, nor for damage to the Tenant, his/her fellow residents, third parties or items located in the rented property as a result of weather conditions, flooding, changes in the groundwater level, natural disasters, nuclear reactions, conflicts, war, assault or other calamities. Students are advised to take out appropriate insurance for their belongings.

Article 9: Obligations of the Tenant

- 9.1 The Tenant shall use and maintain the rented property, including all (communal) facilities and equipment as a good tenant in accordance with their intended purpose and shall not make any changes to them.
- 9.2 The tenant him/herself shall reside in the rented property throughout the rental period, and this shall be his/her main residence in the Netherlands during this period.
- 9.3 Only the Tenant(s) listed on the tenancy agreement shall reside in the premises, in person and alone. Overnight stay of guests is not permitted for more than two nights without the written approval of the Lessor.
- 9.4 The Tenant is not allowed to sublet the accommodation.
- 9.5 The Tenant is not allowed to keep pets in the accommodation.
- 9.6 The Tenant is not allowed to smoke in the entire premises, including the individual room(s) and any communal areas. If the Tenant fails to abide by this rule, the Tenant shall be held liable for the costs of professional smoke-removal/cleaning of the premises and inventory and equipment. Smoking is permitted outside the building.
- 9.7 The Tenant is not allowed to use the rented property for commercial purposes, storage, trading or any other purpose than accommodation. Vehicles, including motor bikes, mopeds and bicycles, or parts thereof, may only be parked in those places that are clearly designated for this purpose.
- 9.8 Each Tenant has, together with the other tenants in the complex, the duty to keep the rented property clean in all respects. The Tenant must enable the Lessor to enter the premises following a request to check the room. The Lessor shall be taken to include a person appointed by or on behalf of the Lessor, who must be able to identify him/herself as such.
- 9.9 The tenant is obliged to keep communal areas and escape routes free of objects that may obstruct escape options or may otherwise be deemed dangerous for tenants or visitors to the accommodation or complex.
- 9.10 Should the Tenant fail to comply with the obligations set out in the above three clauses, after having been warned by the Lessor, the Lessor is entitled to take appropriate measures to take remedial action at the expense of the Tenant.
- 9.11 The tenant is prohibited, other than in emergency situations, to enter the roof of the rented property.
- 9.12 The Tenant shall refrain from actions that, according to generally accepted standards, cause inconvenience to other Tenants in the complex and/or third parties in the vicinity of the rented property. In this context, the Tenant is also responsible and liable for the actions of those who are in the rented property with their consent.
- 9.13 If a Tenant detects defects or damage to the rented property, or any third party is disturbing their lawful enjoyment of the rented property, the Tenant should notify the Caretaker immediately, via the contact form at <https://www.duwo.nl/en/i-rent/repairs-and-complaints/request-for-repairs/> or the designated maintenance company. Failing this, the Tenant will be liable to compensate any resulting damage should this have been caused by their negligence.
- 9.14 The definition of 'good tenant' referred to in 9.1 above includes maintaining a decent standard of behaviour towards fellow tenants and staff associated with the rental of the property. Any physical or verbal assault or abuse (including threatening behaviour) towards fellow tenants or staff will be considered gross misconduct and may be grounds for immediate premature termination c.f. article 3c of the tenancy agreement.

Article 10: Inspection and urgent repair work

- 10.1 The Tenant shall provide the Lessor, at their request, the opportunity to inspect the rented property for technical or other defects. As per article 9.8, the Lessor shall be taken to include any person appointed by or on behalf of the Lessor, who must be able to identify him/herself as such.

- 10.2 If in or around the rented property or in or around the complex of which the rented property is a part, (urgent) work must done (including work by order of the government), the Tenant must tolerate the execution of this work, without being entitled to any rent reduction, termination of the tenancy agreement or compensation. The Lessor must inform the Tenant in a timely manner on the nature and content of the work, the start date and estimated duration. The Lessor must ensure that the inconvenience for the Tenant as a result of the work will be limited as much as possible. In urgent circumstances, the Lessor is entitled, as needed, to enter the premises without prior consultation of the Tenant.
- 10.3 The tenant must allow persons, charged with inspection visits or to perform work, into the rented property after identification on their part. In case the Tenant is not present, the caretaker/house keeper of the Lessor is allowed to provide access to the communal areas of the rented property with a master key.
- 10.4 Barring unforeseen circumstances, such visits and/or work shall only take place on weekdays between 8:00 am and 6:00 pm and with due observance of reasonable notice.
- 10.5 The Lessor is not liable for any damage suffered by the Tenant as a result of the aforementioned work, unless the Lessor can be blamed for serious negligence or gross misconduct.

Article 11: Changes by the Tenant

Any changes to the accommodation made by the Tenant without the permission of the Lessor, or its contracted caretaker DUWO, will be undone by the Tenant upon first notification from or on behalf of the Lessor. If the tenant does not respond to this notification, the work required to undo the changes will be at the expense of the tenant.

Article 12: Liability

- 12.1 The Tenant is liable for any damage to the rented property caused by failure on his/her part to fulfil the obligations under this tenancy agreement, general conditions, and the law. All damage to the rented property will be presumed to have been caused as a result of this, except as specified in the contract or these general conditions. Damages shall also include loss of rent as a result thereof. Together with the other tenants of the complex, the Tenant is jointly liable for damage to communal areas.
- 12.2 The liability referred to in this article also extends to damage caused by guests or other third parties who were admitted to the rented property with the consent of the Tenant.
- 12.3 The liability referred to in paragraph 10.1 also extends to damage caused by applying, or having applied, changes or alterations to the rented property and the existing facilities without the prior written consent of the Lessor.
- 12.4 Should any damage as intended in this article have remained unsettled after departure of the Tenant, the Lessor will provide other contact details for the Tenant in their home country to its contracted caretaker DUWO, or an appointed collection agency, as required to settle any such liability issues.
- 12.5 Leiden University advises its international students and other university guests to take out third-party liability insurance to cover any accidental damage or harm caused to other persons or property during their stay in the Netherlands. See <http://www.students.leiden.edu/application-admission/master/after-admission/insurances/insurances.html#liability-insurance->

Article 13: Termination of the tenancy agreement

- 13.1 The tenancy agreement is concluded for a specified period as stipulated in the tenancy agreement that forms part of these conditions. The Tenant will vacate the accommodation at the end of the mentioned period.
- 13.2 The tenancy agreement ends on the agreed termination date at 10.00 am.
- 13.3 Should the Tenant fail to vacate the premises and hand in the keys by this date and time, the Tenant will be required to pay additional rent as well as the legal and administrative costs of an eviction procedure.

Article 14: Delivery of the accommodation

- 14.1 At the end of the tenancy period the Tenant will deliver the accommodation in the condition in which he/she accepted it at the start of the tenancy period.
- 14.2 Prior to or on the termination date of the tenancy agreement the Lessor, through its contracted caretaker DUWO, will inspect the accommodation and record on an inspection list any repair work that will have to be done at the expense of the Tenant in order to restore the accommodation to good condition. The Tenant may request a copy of this inspection list. After the inspection the Lessor, through its contracted

- caretaker DUWO, will enable the Tenant to carry out the repair work stated in the inspection list within reasonable amount of time to be determined by the Lessor and contracted caretaker DUWO.
- 14.3 Should the Tenant fail to restore the accommodation within the given period of time, or has not facilitated the inspection as mentioned in section 14.2, the Lessor, through its contracted party DUWO, has the right, without any further notice, to carry out the required repair work at the expense of the Tenant.
 - 14.4 If and insofar this has not been agreed otherwise by both parties, the Tenant will undo any changes made by him/her to the accommodation and/or changes falling under his/her responsibility, before the end of the tenancy period.
 - 14.5 On the date of vacation the Tenant will deliver to DUWO all the keys belonging to the accommodation in the manner specified for the particular accommodation.
 - 14.6 The Lessor, through its contracted caretaker DUWO, has the right to remove at the Tenant's expense any items that appear to have been left behind by the Tenant after his/her vacation of the accommodation, and dispose of such goods without having to pay any compensation to the Tenant. Any costs of disposal will at the expense of the Tenant.
 - 14.7 If the tenant fails to fulfil any obligation resting upon him/her by virtue of the law or this agreement and, as a consequence, the Lessor has to take legal and/or non-legal steps, any resulting costs to be incurred by the Lessor will be at the Tenant's expense.
 - 14.8 Any out of court collection costs arising from this article, and from the date on which the Tenant is declared in default by the Lessor, become payable by the Tenant the moment the Lessor transfers the debt to a collection agency. Collection costs add 15% to the original debt, plus VAT at the currently applicable rate.

Article 15: Contact details and other provisions

- 15.1 From the start of the tenancy agreement the Lessor may treat the address of the rented property as the only correct address of the tenant, and the email address provided at the start of the tenancy agreement as the only correct email address, for as long as the Lessor has not received written notice otherwise from the Tenant.
- 15.2 All communication from the Lessor and its contracted caretaker DUWO will take place via e-mail, unless a statutory provision precludes this. All communication will be directed to the Tenant, unless the Tenant formally authorises another person to act on their behalf.
- 15.3 All communication from the Tenant to the Lessor will take place via the contact details and contact form as provided on the website at <http://www.studenthousing.leiden.edu/>
- 15.4 All communication from the Tenant to caretaker DUWO will take place through the relevant forms on the DUWO website <https://www.duwo.nl/en/home/>
- 15.5 For further contact details and opening hours see <http://www.studenthousing.leiden.edu/> and for caretaker services: www.duwo.nl
- 15.6 Complaints in relation to the tenancy, the tenancy agreement or these general conditions, should in the first instance be addressed to the appropriate address for either the Lessor or Caretaker as indicated above, for the attention of the manager. Should the complaint subsequently not have been resolved tenants are referred to the university's official complaints procedure. Please see <http://www.students.leiden.edu/your-study/rules-regulations/complaints/>
- 15.7 Your personal data will be treated in accordance with Dutch data protection legislation.