

TENANCY AGREEMENT LIVING UNIT UNIVERSITY HALLS OF RESIDENCE

AGREEMENT NUMBER:

LIVING UNIT:

STUDENT/VISITOR/STAFF NUMBER(S):

HOUSING GROUP:

Between the undersigned parties:

- on the one hand Ghent University ...;

- on the other hand the main applicant ...
hereafter referred to as the tenant(s);

the following has been agreed

Art 1. The landlord lets a living unit, intended for occupation by one tenant/two tenants, in Residence ... with number ...
The tenancy agreement commences on ... and ends on ...
The rent amounts to ... EUR / month. This rent includes all costs and charges, such as the use of energy, water and telecommunications as well as the tax on second homes, if applicable.

The tenancy agreement can on no account be silently renewed.

Art 2. The rent is paid in monthly instalments, preferably by means of automatic bank transfer or by indicating the payment reference number, into bank account number BE48390096580127.

When entering into the tenancy agreement the tenant(s) is (are) required to pay a deposit of 160 EUR (370 EUR for flats) into the landlord's bank account number BE48390096580127. The deposit will be invoiced together with first 1st month's rent. The deposit may be used by the landlord to meet all obligations of the tenant(s).

The deposit, or the balance thereof, will be refunded by payment into the tenant's bank account within three months after the tenant's vacation of the property, unless, within that period, the landlord has disputed the refund by sending a registered letter to the tenant.

Each overdue or unpaid invoice will by law and without prior notification be increased with a conventional interest rate of 10% per annum. By way of compensation, the amount of the outstanding invoices will be increased by law with 10% with a minimum of 25 EUR from the day following the due date of the invoices, without prior notice and in addition to the principal, interest on arrears, late fees and collection costs.

Both tenants (main applicant and co-tenant) of a flat are jointly and indivisibly liable for payment of the rent and, if necessary, reimbursement of cleaning, repair and/or replacement costs as specified in article 3. (Only applicable to flats.)

Art 3. Before the end of the first month of the tenancy, the parties are required to draft a detailed inventory, in which both parties have a say. The tenant(s) is (are) required to return the living unit in the same condition as when he/she (they) received it. If by the end of the tenancy the condition of the living unit does not correspond with the condition as described in the inventory drafted at the beginning of the tenancy, with the exception of normal wear and tear or loss due to deterioration over time or force majeure, and with the exception of necessary repairs at the expense of the tenant, any cleaning, repair and/or replacement costs will be charged at the applicable cost (see Internal Rules and Regulations) by withholding the deposit and/or additional invoices specifying the costs incurred.

Art 4. The Internal Rules and Regulations that apply to the rental period as stated above are an integral part of the tenancy agreement. The tenant(s) is (are) familiar with the content of the Internal Rules and Regulations and will comply with them at all times.

Art 5. The main applicant rents the property in the capacity of student/staff member/visitor of Ghent University.

The main applicant agrees to notify the landlord in case he/she (and potentially the co-applicant) no longer meet(s) the eligibility criteria for renting a living unit, cf. the provisions of the Internal Rules and Regulations.

- Art 6. The tenant(s) is (are) responsible for any damages to the living unit or communal parts of the residence caused by him/her (them) or by others to whom he/she (they) has (have) given access.
- Art 7. The landlord agrees to guarantee the quiet enjoyment of the living unit. He has no access to the rented living unit except in cases of disturbance or force majeure, to ensure safety, to carry out inspections or with the permission of the tenant(s). In any case, the landlord will have access to carry out planned maintenance of the living unit.
- The tenant(s) will refrain from anything that could disturb the peace of fellow residents. For applicable sanctions reference is made to the regulations concerned.
- Art 8. The living unit must be sufficiently lit and ventilated. The landlord guarantees a temperature of 20° C between 8.00 am and 12.00 am, and 13° C between 12.00 am and 8.00 am, except in the event of force majeure.
- Art 9. The tenant(s) agree(s) that the landlord, as part of the residential assessment, submits the following personal details to the Migration Office – Civil Affairs Department of the city of Ghent: surname, first name, gender, nationality, date of birth, place of birth, country of birth, commencement date and end date of the tenancy agreement and address of the rented living unit. The Migration Office will only issue a residence permit or registration form to an international student/staff member/visitor after enrolment in the National Registry. Registration is mandatory but can only happen after a positive residential assessment. Therefore, the submission of the information contained in the tenancy agreement is necessary.
- Art 10. The Flemish government has drawn up a popular explanation which contains information about the regulatory provisions. This document is available for consultation via <https://www.woninghuur.vlaanderen>.

Both parties declare to agree with the provisions mentioned above.

Drawn up in Ghent on ...

Signature of the landlord,
on behalf of the Rector,

Signature of the tenant(s),

If the tenant(s) is (are) under age,
signature(s) of the parent(s)/guardian(s),

Mr. Francis Ascoop
DSV – Head of the Housing Office