



**Tenancy regulations furnished  
accommodation**

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## **Article 1 > The tenancy regulations**

These tenancy regulations are part of the DUWO tenancy agreement. Deviations from the text of the tenancy agreement or of these tenancy regulations can only be agreed upon with the consent of the lessor. The lessor has made a copy of these tenancy regulations available to the tenant before signing the tenancy agreement. The tenancy regulations are written in Dutch and translated into English. In case of a discrepancy between the Dutch text and the English translation, the Dutch text shall prevail.

## **Article 2 > Definition of terms**

In these regulations the following definitions shall apply:

### **2.1 Department or unit**

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.

### **2.2 Residents' Representation**

The representative(s) per complex elected by the residents among themselves, who consult with the lessor on behalf of the complex.

### **2.3 Complex**

The property unit occurring as such in the administration which includes one or more buildings.

### **2.4 Rented property**

The rented property as defined in Article 1 of the tenancy agreement.

### **2.5 Common areas**

All rooms belonging to the rented property, of which the tenant shares the use with other tenants under Article 1 of the tenancy agreement.

### **2.6 Tenant**

The one who has closed a tenancy agreement with the lessor for the rent of housing.

## **2.7 Tenants' organisation**

The Tenants' Organisation as referred to in Article 1, section f of the Consultation Act.

## **2.8 Tenant's Portal**

Part of the lessor's website where the tenancy agreement is signed, the tenant may consult and modify their data and can contact the lessor via the contact form.

## **2.9 Tenancy agreement**

The tenancy agreement, closed between the tenant and the lessor, via the Tenant's Portal, of which these tenancy regulations forms a part.

## **2.10 Rent amount**

The fee payable by the tenant for the mere use of the rented property.

## **2.11 Room with shared facilities**

A house that is not a self-contained house.

## **2.12 Inspection list**

Form in which the condition of the house is recorded. The form for a self-contained house is called *acceptance of the rented premises*.

## **2.13 Regulations of Participation**

The regulations referred to in the statutes of the lessor, in which the lessor has established agreements with community organisations referred to in the statutes of the lessor.

## **2.14 Service costs**

Service costs are the other payment obligations which the tenant has to fulfil, besides the rent amount, under the tenancy agreement.

## **2.15 Lessor**

Stichting DUWO [DUWO Foundation], established in Delft.

## **2.16 Living Group**

The group of tenants who, under the tenancy agreement, has been granted to 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.

## **2.17 Housing**

A built real estate property leased as a self-contained or room with shared facilities, with its appurtenances.

## **2.18 Self-contained house**

A house with a private entrance and in which the resident can live without being dependent on essential facilities outside the house.

## **Article 3 > Common areas**

3.1 If the tenancy agreement also includes common area(s), the right of use of the common area(s) is given to the tenant and the other tenant(s) in the living 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 tenants**

4.1 If the tenancy agreement has been signed by more tenants, the following applies:

- a Each tenants has an independent and full right of rent, which they exercise simultaneously and in respect to each other's rights.

- b The rent amount and the advance on 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).
  - c Each of the tenants is jointly and severally liable for the total amount of the rent amount and service costs and for all other obligations resulting for each of them under the agreement and the law.
- 4.2 In case there is any continuation of the tenancy agreement under Articles 7:266 (spouse or registered partner), 7:268 (death of tenant) and 7:269 (subtenant) of the Civil Code, the one who is or wants to continue the tenancy agreement is obliged to report this immediately, writing, via the tenant portal or by e-mail message to the lessor.

#### **Article 5 > Delivery and acceptance of a room with shared facilities and a self-contained house**

- 5.1 On the agreed date, 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 in time, or because the previous tenant has not timely vacated, the tenant then does not have to pay rent until the rented property is made available. This also applies to the advance payment on the fee for additional supplies and services.
- 5.3 The lessor is not liable for damages to the tenant caused by the fact that they cannot make the rented property available on time, unless the lessor can be blamed for serious fault or gross negligence.
- 5.4 The tenant is obliged to notify defects in the housing to DUWO via the contact form in the tenant's portal. In this contact form, the tenant shall determine the state of maintenance of the rented property.

#### **Article 6 > Furniture**

- 6.1 The rented accommodation is let furnished by DUWO. On signing the tenancy agreement the tenant obtains a general inventory list naming the entire 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 All repair work which is necessary because of wear and tear after normal use of the inventory is to be borne by DUWO. During the rental period the tenant shall ensure that the inventory is maintained in a good state. All repair work to the inventory which is the consequence of incorrect use, carelessness, gross negligence, uncleanness or rough treatment by the tenant or persons for whom s/he is responsible is to be paid by the tenant.
- 6.4 Damage to the inventory occurring during the rental 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 this damage.

#### **Article 7 > Rent and rent payment**

- 7.1 The total of the rent amount and the advance on the service costs may be modified by or pursuant to the rules laid down in the law. If there are no legal rules, the lessor may change the rent amount once a year by at least the rate of inflation.
- 7.2 The tenant binds himself/herself to pay the rent in advance before the first day of the month, unless other terms of payment have been agreed upon.

- 7.3 When paying the rent the tenant will not appeal to any deduction or debt settlement, unless he/she has been legally authorized to do so.

#### **Article 8 > Lessor obligations**

- 8.1 The lessor provides the tenant during the rental period the quiet enjoyment of the rented property. The lessor is not obliged to ensure the tenant against factual obstacles that are caused to the tenant by a third party.
- 8.2 The lessor shall maintain the rented property in good condition and perform all repair and maintenance work necessary to this purpose, unless, pursuant to these regulations, they should be done by the tenant.
- 8.3 The lessor should at the request of the tenant, remedy defects in the rented property, unless this is impossible or requires expenditures, which under the circumstances cannot reasonably be expected of the lessor. 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 towards the lessor. The lessor performs any necessary work based on the standard version of the rented property.
- 8.4 If and insofar as work in or on the rented property is necessary as a result of negligence, carelessness or improper use by the tenant or third party using the rented property, or residing in the rented property with their consent, all costs associated with this work will be on behalf of the tenant, regardless of the nature and scope of the work.
- 8.5 The lessor is not liable for damage suffered by the tenant and/or their family or damage to property located in the rented property due to visible or invisible defects in the rented property unless
- a the defect has arisen after entering into the tenancy agreement and is attributable to the lessor, or
  - b if the defect was present at the inception of the tenancy agreement and the lessor was aware of it, or
  - c the lessor, when entering into the tenancy agreement, indicated to the tenant that the rented property had said defect.
- 8.6 The lessor is not liable for damage caused by trespassing or for damage to the tenant, their house mates, third parties or issues in the rented property, caused by weather conditions, floods, increase or decrease in the groundwater level, natural disasters, nuclear reactions, conflicts, war, attacks and/or other calamities.
- 8.7 The lessor is obliged to consult with the residents' committee about the policy and management to implement with respect to the rented property and the living environment, as provided for in the participation rules.
- 8.8 The lessor actively promotes the development of residents' committees and shall ensure that they are financially enabled to function properly.

#### **Article 9 > Tenant obligations**

- 9.1 The tenant shall use and maintain the rented property as a good tenant in accordance with the intended use as housing. If the rented property includes a garden, the tenant is required to maintain the garden properly and use it for garden purposes. If the tenant defaults on this, then the lessor will do it at the expense of the tenant.
- 9.2 The tenant shall occupy the rented property personally during the rental period, and to make it their principal residence. Overnight stay of more persons is not permitted, unless mentioned otherwise in the tenancy agreement.

- 9.3 The tenant is not allowed to use the rented property for business purposes or to use the rented property as a workshop. The tenant is not permitted to use the garden, balcony or terrace for storage of goods of any kind whatsoever. Nor is the tenant permitted to use the rented property, garden, balcony or terrace to repair (motor) vehicles.
- 9.4 Each tenant has, together with the other tenants of the living group or complex, the duty to keep the rented property clean in all respects. The lessor may impose further conditions to the concept of 'clean'.
- 9.5 The tenant is obliged keep the common areas and escape routes free of objects that would limit the escape options or may be otherwise deemed a danger for the tenants or visitors to the living group or complex.
- 9.6 Motor vehicles, or parts thereof, may only be parked in those places that are clearly intended for this purpose. They should never be parked indoors, except in areas specially designated for this purpose. Bicycles may only be parked in those places that are clearly intended for this purpose.
- 9.7 If the tenant fails to comply with the fulfilment of the obligations set out in the fifth, sixth and/or seventh paragraph of this article, after being warned by the lessor, the lessor is entitled to take appropriate measures to do what is needed under that paragraph or those paragraphs for the account of the tenant.
- 9.8 The tenant shall refrain from actions which, according to common standards, cause inconvenience to other tenants in the complex and/or third parties in the vicinity of the rented property. The tenant is not allowed to hold, organise or attend parties outside the room with shared facilities and communal areas as defined in Article 1.2 of the tenancy agreement. The tenant is responsible and liable for the actions of those who are in the rented property with their consent. The behaviour of these people are considered as the behaviour of tenant.
- 9.9 A tenant who is the owner or holder of a stationary car wreck, i.e. motor vehicles with more than two wheels, which are technically in a more than inadequate condition and in an apparently neglected state, in any area designated for parking by the lessor, shall as soon as possible after a request to that effect from the lessor or from the competent authority, remove the vehicle and keep it away from any area of the lessor. This also applies for caravans, boats, trailers and other objects that should not be stored here.
- 9.10 If the tenant fails to fulfil the obligation set forth in the preceding paragraph, the lessor or competent authority is entitled to have the vehicle removed at the cost of the tenant.
- 9.11 The tenant is prohibited, other than in emergency situations, to enter the roof of the rented property.
- 9.12 If a tenant detects defects or damage to the rented property or any third party is disturbing their enjoyment or any right to the rented property, the tenant should notify the lessor immediately of this via the tenant's portal or the designated maintenance service company, failing which the tenant will be liable to compensate the resulting damage caused by their negligence.
- 9.13 The tenant is obliged to take measures to prevent damage to the rented property, including measures to prevent freezing of the (central) heating system, hot water system and water supply, failing which the tenant will be liable to compensate for the resulting damage caused by their negligence. The tenant must be connected to the regular energy sources, made available by the lessor. The tenant is not allowed to use alternative energy sources.
- 9.14 The tenant is not allowed to use or have used the rented property for the purpose of operating a cannabis farm.

9.15 When the building, or complex of which the rented property is a part, is split into apartment rights, the tenant is obliged to comply with the instructions for use of the split deed and the split regulations. If a regulation is created that is contrary to (a regulation of) the tenancy agreement, the new regulation shall prevail over the tenancy agreement and the tenant is obliged to comply with the regulation against the lessor.

9.16.1 The tenant of a room with shared facilities will occupy this housing in person and alone. As such resident children are not allowed.

9.16.2 It is not allowed to keep pet(s).

## **Article 10 > Liability**

10.1 The tenant is liable for damage to the rented property caused by a failure on their part to fulfil the obligations under this tenancy agreement and the law. All damage to the rented property will be presumed to have been caused as a result of this. Damages shall also include loss of rent arising there from. Together with the other tenants of the complex, the department or living group, the tenant is jointly liable for damage to common areas.

10.2 The liability referred to in this article also extends to damage caused by visiting persons who were admitted to the rented property with the consent of the tenant.

10.3 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 consent of the lessor, given by e-mail.

## **Article 11 > Inspection, urgent repair work**

11.1 The tenant shall give the lessor, at their request, the opportunity to inspect the rented property on technical and other defects.

11.2 If in or on the rented property or in or on the building or 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 carrying out of those activities without the tenant being entitled to a reduction of the rent, termination of the tenancy agreement and/or compensation. The lessor informs the tenant in a timely manner on the nature and content of the work, the starting date and duration of the work. The lessor shall ensure that the nuisance for the tenant as a result of the work will be limited as much as possible. In urgent cases, the lessor is entitled, if necessary, without prior consultation with the tenant, to enter the rented property.

11.3 The tenant allows 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 manager of the lessor is allowed to give themselves access with the master key to the common areas of the rented property.

11.4 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 a reasonable notice period.

11.5 The lessor is not liable for damages suffered by the tenant as a result of the aforementioned acts, unless the lessor can be blamed for serious negligence or gross misconduct.

## **Article 12 > Changes by tenant**

12.1 Changes to the accommodation that have been made by the tenant without the permission of DUWO will be undone by the tenant upon DUWO's first notification. If the tenant does not respond to this

notification, the necessary work to undo the changes will be carried out by or on behalf of DUWO at the expense of the tenant.

### **Article 13 > Termination of tenancy agreement**

13.1 The tenancy agreement is concluded for a specified period on the express condition that the tenant will vacate the accommodation at the end of the mentioned period.

13.2 It is not possible to terminate the tenancy agreement prematurely by giving notice of termination.

13.3 The tenancy agreement ends on the agreed termination date at 10.00 am.

### **Article 14 > Delivery of the accommodation**

14.1 At the end of the rental period the tenant will deliver the accommodation in the state of maintenance in which he/she accepted it at the commencement of the rental period.

14.2 Prior to or on the termination date of the tenancy agreement DUWO will inspect the accommodation and records on an inspection list which repair work has to be done on the tenant's responsibility and/or at his/her expense in order to restore the accommodation to a good condition.

14.3 Both DUWO and the tenant receive a copy of the inspection list.

14.4 After the inspection DUWO will enable the tenant to carry out the repair work stated in the inspection list within a reasonable space of time to be determined by DUWO.

14.5 If the tenant has failed to restore the accommodation within the fixed period of time or has not used the possibility of inspection mentioned in section 14.2, DUWO has the right, without any further notice, to carry out the repair work mentioned in the inspection report and charge the costs involved to the tenant.

14.6 If and insofar as it has not been agreed otherwise between both parties, the tenant will undo before the end of the tenancy period any changes made by him/her to the accommodation and/or changes falling under his/her responsibility.

14.7 On the date of vacation the tenant will deliver to DUWO all the keys belonging to the accommodation.

14.8 DUWO has the right to remove at the tenant's expense any goods that appear to be 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.

### **Article 15 > Default**

15.1 If the tenant fails to fulfil any obligation resting upon him by virtue of the law or this agreement and, as a consequence, DUWO has to take legal and/or non-legal steps, any resulting costs to be incurred by DUWO - which are fixed for the time being at a usual percentage of the principal amount - are for the tenant's account.

From the date at which the tenant is declared in default by DUWO he/she has to pay the legal interest on the principal amount. This without prejudice of DUWO's right to charge the tenant with the administrative costs incurred by DUWO as a result of the tenant's negligence.

### **Article 16 > Contact details and other provisions**

16.1 From the inception 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 inception of the



tenancy agreement as the only correct email address, as long as the lessor has not received notice otherwise from the tenant.

16.2 All communication from the tenant to the lessor will take place via the tenant's portal of the lessor, unless any statutory provision precludes this.

16.3 All communication from the lessor to the tenant will be done via e-mail, unless a statutory provision precludes this.

16.4 For further contact details and opening hours: see DUWO.nl.

16.5 The lessor will process the personal data of the tenant in accordance with the privacy statement on the website of the lessor.