



**WAGENINGEN UR**  
*For quality of life*

**General terms of tenancy  
for rooms and combi-homes in Wageningen**

Jan 2011



## **General**

### *Article 1*

The terms used in these terms of tenancy are defined as follows:

Tenant	the person with whom the lessor has entered into a tenancy agreement
Lessor	Wageningen University (WU)
Owner Wageningen	Wageningen University (WU)
Rented property	room or combi-home, situated in a student corridor, including the communal areas in that corridor, and areas designated for shared usage
Subletting	the written contract in which the tenant temporarily makes his/her room available to a third-party with the permission of SSC and TROTS
Caretaker	the person charged by the lessor with looking after the building, its furnishings and its fixtures and fittings, insofar as that duty of care has not been assigned to the tenant

### *Article 2*

- 2.1 These conditions form an integral part of the tenancy agreement in which they are declared applicable.
- 2.2 Amendments to the agreement, these conditions or the appendices can only be made in writing, insofar as no provision has been made to the contrary. In the event of the provisions of the tenancy agreement deviating from those of the Rental Conditions, the provisions of the tenancy agreement shall take precedence.
- 2.3 In the event of part of the contract or these Rental Conditions being subject to nullification, that shall not affect the validity of the remaining articles. The nullified or invalid part shall in that case be replaced in a legally permissible manner with provisions that are as close as possible to what would have been agreed between the parties had they been aware of the nullity or invalidity of the provisions.

## **Giving possession and acceptance**

### *Article 3*

- 3.1 The lessor shall place the rented property at the tenant's disposal on the date agreed for that purpose, with due observance of the provisions of paragraph 2 of this article.
- 3.2 No inspection of the rented property will be held. The tenant will receive written guidelines for vacating accommodations. The tenant must report defects to the caretaker within 5 working days of receiving the keys. Following expiry of that period, the tenant will be deemed to have tacitly approved the condition of the room and any WU fixtures and fittings that are present. In that case, the room will be deemed to be in good condition upon commencement of the rental period.

### *Article 4*

The tenant accepts that the rented property and any WU fixtures and fittings accompanying the rented property.

### *Article 5*

The tenant is not permitted to take over the keys of the rented property from the previous tenant.



## **Rent and accompanying supplies and services**

### *Article 6*

The rent shall be adjusted annually in keeping with or pursuant to the manner provided for by law.

### *Article 7*

- 7.1 The lessor shall issue to the tenant a specified statement of all charges made for accompanying supplies and services each year. Discrepancies between the costs actually incurred and those paid as an advance by the tenant will be set off at this time.
- 7.2 The advance amounts payable for accompanying supplies and services can be altered by the lessor on the grounds of a reasonable calculation following the month in which the most recent statement as provided for in the previous paragraph was issued to the tenant.
- 7.3 The conditions set forth in the appendix 1 to the terms of tenancy and attached to this document are also applicable to the accompanying supplies and services.

### *Article 8*

- 8.1 When meeting his payment obligation, the tenant cannot claim set-off unless authorised to do so by a court of law.
- 8.2 In the event of rent arrears arising, the tenant shall be held in default and shall be liable for the payment of statutory interest from the first day of the month for the payment of rent for that month. In the case of rent arrears, each payment shall extend first to repayment of the oldest debt.

## **Obligations of the lessor**

### *Article 9*

The lessor/owner shall be obliged on the request of the tenant to resolve defects in the rented property unless this is impossible or calls for expenditure which, in view of the circumstances, cannot reasonably be expected of the lessor, or insofar as the costs are for the tenant's account by virtue of the law, this tenancy agreement or accepted custom. The division of the maintenance obligations between the lessor and the tenant is laid down in the WU publication 'Maintenance overview student rooms in Wageningen', which forms an integral part of these terms of tenancy.

## **Obligations of the tenant**

### *Article 10*

- 10.1 The tenant shall use the rented property in a manner befitting a good tenant in accordance with the issued designation of residential accommodation. The tenant is also responsible for the behaviour of his guests, so that the tenant is obliged to ensure that his guests do not cause any nuisance. Further rules concerning occupation and instructions for use, including fire safety regulations arising from the Municipal Building Regulations, are laid down in the Rules and regulations for tenants as approved by the lessor's board. The rules and regulations for tenants form an integral part of these terms of tenancy. The tenant is familiar with the content of these rules and regulations.
- 10.2 The tenant has a duty of care in relation to the accommodation itself, but also its surroundings. The tenant is obliged to use the residential accommodation in accordance with the fire safety requirements set by the municipal authorities of Wageningen.
- 10.3 The tenant is not permitted to cause nuisance or hindrance of any nature whatsoever through his behaviour or his use of the rented property. The tenant is obliged to ensure that his guests also refrain from causing any hindrance or nuisance. In connection with noise nuisance, it is not permitted to fit parquet, tiling or other noise nuisance-causing floor coverings. In connection with the possible presence of cables, it is not permitted to use nails or screws in the floor.



- 10.4 With regard to the way in which the rooms are occupied, the one-person nature of the rooms must be clearly maintained. The tenant is therefore not permitted to share the room with several people. This is subject to the exception of the combi-homes, which can be occupied by a maximum of two people, being the tenants. The lessor can carry out checks to ensure that no over-occupation is taking place and to prevent it where applicable. The tenant shall be required upon the first request of the lessor to provide full disclosure about the manner of occupation.
- 10.5 The tenant shall himself occupy the rented property for the rental period and shall use it as his principal residence.
- 10.6 It is not permitted to use the rented property for commercial purposes.
- 10.7 The tenant as well as his/her visitors and other people is not allowed to have on hand, to have in possession, to sell, to make, to shape, to work up, to deliver, to supply or to transport drugs (opium or other narcotics) in or in surroundings of the rented property. The rented property and the surroundings include the room or (combi)home, the communal areas, the general areas for communal use, the freely accessible areas for communal use, other areas as stated in the general terms of tenancy (appendix 2). The foregoing in accordance with the Opium-law. Foregoing is also applicable to have on hand, have in possession, sell, make, shape, work up, deliver, supply or transport hemp(plants).
- 10.8 The tenant shall be required to keep the rented property and the accompanying communal areas properly clean, and to comply with necessary instructions given in this regard by the lessor/owner.
- 10.9 Upon remitting payment of the rent, the tenant shall not claim any set-off other than in the case provided for in article 7:206, paragraph 3, of the Netherlands Civil Code. In case of a defect or in case of damage on behalf of the tenant, the tenant is not allowed to suspend or clear the rent.

#### *Article 11*

The lessor shall be entitled on his first request to inspect the tenant's proof of identity. The tenant shall cooperate with this request.

#### *Article 12*

- 12.1 Without the prior permission of the lessor, the tenant is not permitted to sublet the rented property in full or in part or to allow the rented property to be used in full or in part by third-parties. The tenant must apply in writing to the lessor for the permission provided for in this paragraph.
- 12.2 The lessor shall decide whether to grant permission for subletting. The general rules for sub-letting and the conditions to be met by the tenant and the sub tenant are laid down in the subletting agreement.
- 12.3 The following stipulations are applicable in all cases:
- the subletting period is of a temporary nature
  - the tenant remains fully liable to the lessor for the obligations arising from the tenancy agreement during the entire subletting period.
  - the sub tenant shall leave the accommodation upon the first request of the tenant and vacate it if necessary so that the tenant can reoccupy his accommodation.
- 12.4 If the tenant sublets the rented property in full or in part without the permission of the lessor, or rents it out or makes it available for use by third-parties, the burden of proof that the tenant has retained the interrupted use of the rented property as his principal residence shall be borne by the tenant. Furthermore, if the rented property is sublet without permission, the tenant shall be required to pay to the lessor all income received for the subletting, without prejudice to the right of the lessor to impose the contractual fine as provided for in article 25 of these conditions. The tenant shall be required upon the first request of the lessor to provide full disclosure about the manner of occupation.



*Article 13*

- 13.1 The tenant shall give the lessor the opportunity to inspect the rented property for technical and other defects.
- 13.2 The tenant shall carry out all necessary maintenance and repair work on the rented property, including that required in the case of emergency measures and pest control that cannot be postponed until the end of the rental period.
- 13.3 The tenant shall admit to the rented property all persons charged by the lessor with carrying out inspections and/or work once they have presented their credentials.
- 13.4 Other than in unforeseen circumstances, these visits and activities shall only take place on working days between 8 a.m. and 4.30 p.m. and if the visit or activities relate to the room or home, advance notification will be given.
- 13.5 The tenant declares now for then that he will cooperate with:
- activities in respect of governmental regulations as a result of which the rented property or the building in which the rented property is located is to be changed, adapted or improved by the lessor. The lessor/owner shall inform the tenant and the building committee of the relevant building in good time of the changes, adaptations or improvements to the rented property provided for in this paragraph and shall hold consultations with the tenant and/or representatives of the tenant on that subject.
  - work that the lessor/owner wishes to carry out on the building or a part thereof within which the rented property is located, whereby the rented property is changed, adapted or improved, provided that:
    - the lessor/owner informs the tenant and the representatives of the tenant of the proposed change, adaptation or improvement and has held consultations on that subject with the tenant and the tenant's representatives, and
    - the interest of the lessor/owner in making the change, adaptation or improvement is of such a nature that the tenant, taking the interests of both parties into account, cannot reasonably withhold his permission for the proposed change, adaptation or improvement (the interest of the lessor/owner shall in all cases also be deemed to include the ability of the lessor/owner to obtain financial support from the government for the work provided for in this paragraph).
- This situation shall in all cases be deemed to be present if a substantial majority of the tenants in the building or a part thereof have approved the proposed change, adaptation or improvement and the proposed change, adaptation or improvement can only be made to the whole building or to the part of the building in question.
- 13.6 Tenants agree to lessor keeping a spare key of the front corridor/door door of the residence in which the room is located. That key shall be used by TROTS/WU and/or the emergency services without the need to again obtain permission from one or more tenants of that address, in the event of emergencies including fire, leakages, floods, short-circuits, personal injury, etc. This key may also be used by TROTS/WU to resolve a maintenance complaint, if at least one tenant of that address has given prior permission for that to be done.

*Article 14*

- 14.1 The tenant is not permitted:
- to enter areas that are not designated for residence or normal use by the tenant
  - to use equipment for heating other than that fitted by the lessor/owner
  - to use equipment with a higher wattage than is technically possible for the relevant building.
- 14.2 With regard to the use of the communal areas belonging to the rented property, the tenant shall respect the rights of the corridor's other tenants.
- 14.3 Without the prior permission of the lessor/owner, which permission may not be refused on unreasonable grounds, the tenant is not permitted to use the communal areas for purposes other than in keeping with the nature and designation of these areas.



- 14.4 The tenant shall refrain from behaving in a manner that causes damage to the property of the lessor/owner and/or causes what is generally considered to be nuisance of any nature whatsoever to representatives of the lessor/owner, fellow-tenants in a building and/or third-parties in the close vicinity of the rented property. The tenant is fully responsible for the behaviour of those who are present with his approval in the rented property or in the general, freely accessible and/or other areas thereof. The behaviour of these persons shall be deemed to be the behaviour of the tenant himself. With regard to the persons referred to in the previous sentence, the tenant is not responsible for the behaviour of representatives of the lessor/owner or of other persons acting on the instructions of the lessor/owner.
- 14.5 The tenant is forbidden to throw objects out of or from the building.
- 14.6 It is permitted to keep pets provided that they are kept in the room belonging to the rented property or combi-home. In the event of nuisance of any nature being caused, the tenant will be required to remove the pet or pets upon the first request of the lessor/owner.
- 14.7 The tenant is forbidden to keep or use inflammable substances in the room or combi-home belonging to the rented property and/or elsewhere in the building, other than substances designated for normal household use.
- 14.8 In case of fire, the tenant must comply with the instructions given by the relevant authorised bodies.
- 14.9 The tenant shall ensure that the escape routes as provided for in appendix 2 belonging to the other areas are kept freely accessible. The tenant is forbidden to place or store furniture, bicycles, boxes, crates or goods of any nature whatsoever in indoor and outdoor areas, especially those with a traffic designation and/or an escape route function. Goods placed in these areas will be deemed to have been relinquished by the tenant. The lessor/owner shall therefore be permitted following a first warning to remove or cause to be removed goods that are obstructing access in violation of the above and to dispose of them as it sees fit. Goods may however be placed in the tenant's own room/combi-home.
- 14.10 The tenant may only leave (fuel-consuming) vehicles in the designated places.
- 14.11 It is forbidden to place and/or leave scrapped vehicles in the car parks and/or in the stalls. The owner of the scrapped vehicle shall be obliged to have it taken away the first time he is instructed to do so. The lessor/owner shall be entitled, without further notice of default being required, to have the scrapped vehicle removed at the expense of its owner if the instruction is not complied with. If it is not possible to identify the owner of the scrapped vehicle, it will be removed by the lessor/owner.
- 14.12 The tenant is not permitted to use more than one parking space.
- 14.13 Tenant is obliged to take necessary measures to prevent damage to the rented property, in particular in case of fire, storm, water or frost. Tenant is obliged to report threatening or occurred damage and defect to the rented property immediately. Tenant is responsible for damage to the rented property in case of dereliction of duty as stated in the general terms of tenancy. In spite of fire damage, all damage is suspected to be arisen from dereliction of duty. The rented property, exclusively applicable to this article, consists among other pipes, cables, tubes that are located in the ground, belonging to the rented property.

*Article 15 (combi-homes)*

- 15.1 If the combi-home is rented by 2 people, each of the tenants is jointly and severally liable for the entire amount of the rent and for all other obligations arising for him and the other tenant from this contract and from the law. In the event of two tenants renting a combi-home and one of the tenants terminating the tenancy agreement, the other tenant shall remain liable for the payment of the full rent as well as the full service charges.
- 15.2 Notice must be given by each of the tenants to terminate the contract for both tenants. If notice is given to or by one of them, the contract shall continue unchanged in respect of the other tenant.



15.3 If the tenant's right to tenancy is terminated as a result of divorce or legal separation, the tenant shall be obliged to inform the lessor in writing of the termination of his right to tenancy immediately following the legal ruling in which this pronouncement becomes final and conclusive. For as long as the tenant has not made this notification, he shall remain liable to the lessor for compliance with all obligations arising from this tenancy agreement. The above shall also be applicable to the termination of a registered partnership. If the co-tenant continues the tenancy agreement as the tenant, he shall be obliged to notify the lessor of this immediately and in writing.

### **Small maintenance**

#### *Article 16*

- 16.1 The division of the maintenance obligations between the lessor and the tenant is laid down in the WU publication 'Maintenance overview student rooms in Wageningen', which forms an integral part of these terms of tenancy.
- 16.2 With a view to the high turnover level, the minor and daily maintenance that the tenant is obliged to carry out shall be carried out – subject to a number of exceptions – for payment by the lessor. The work referred to in paragraph 1 that is carried out by the tenant in accordance with the WU publication "Maintenance overview student rooms in Wageningen" will be carried out by the tenant in a competent manner and with due observance of the rules of and instructions given by the competent authorities.

### **Damage**

#### *Article 17*

- 17.1 The tenant is liable for damage to the rented property caused by his attributable failure to meet an obligation arising from the tenancy agreement.
- All damage, including damage to the exterior of the rented property, apart from fire damage, shall be presumed to have been thus caused.
  - The tenant shall be liable to the lessor/owner in the same way as for his own behaviour for the behaviour of persons using the rented property or located in the rented property with his approval. The rented property includes the rented home including the areas and accompanying facilities specified in appendix 2. The rented property shall be deemed – but exclusively for the purposes of this article – also to contain the wires, cables and pipes located in the ground under the rented property.
- 17.2 The lessor/owner cannot be held liable for damage caused to the person and/or property of the tenant and/or his fellow-occupants by storm, frost, lightning strike, heavy snowfall, floods, rising or lowering of the groundwater level, atomic reactions, armed conflicts, civil wars, uprisings, civil disturbances, acts of war and other emergencies.
- 17.3 The tenant shall be held liable for damage caused to the areas specified in appendix 2 unless the tenant demonstrates that he cannot be held to blame for the damage, in which case the lessor shall first attempt to recover the loss from the person and/or persons responsible for it. If it is established which persons are responsible for the loss, the liability of each of the responsible tenants will be established.
- 17.4 Tenants must report damage as soon as possible to the corridor representative and the caretaker.



## **Changes to the rented property**

### *Article 18*

- 18.1 Without the prior written permission of the tenant, the lessor/owner shall not make changes to the appearance and/or the layout of the rented property or to the facilities belonging to the rented property during the rental period. Changes are exclusively deemed to be changes that essentially affect the usage options of the rented property and/or home improvements. A change to the rented property as a result of a different choice of materials when carrying out maintenance and replacement work shall not be deemed to be a change as provided for in this article.
- 18.2 The tenant shall only be permitted to refuse the permission provided for in the previous paragraph if he has a reasonable interest in doing so.

### *Article 19*

- 19.1 The tenant is permitted to make changes and additions to the interior of the rented property that can be reversed without significant expenses being thus incurred provided that they do not cause danger, nuisance or hindrance to the lessor/owner or third-parties. The tenant requires the prior written permission of the lessor/owner to make other changes and additions. All changes that are made in violation of the conditions of the lessor/owner shall be reversed by the tenant on the first occasion he is instructed to do so by the lessor/owner.
- 19.2 Request to make changes, which the tenant must submit in writing, will be favourably considered by the lessor/owner and will not be refused on unreasonable grounds, other than if the request relates to a change that is not permitted as provided for in appendix 3.
- 19.3 The changes made by the tenant with the permission of the lessor/owner shall be carried out by the tenant competently and with due observance of the rules and instructions given for that purpose by the competent authorities.
- 19.4 The tenant is liable for damage caused by a change or addition made by the tenant. The tenant indemnifies the lessor/owner against the claims of third-parties for damage caused by changes made by the tenant himself to the rented property.
- 19.5 The tenant is not permitted to make his own changes to the facilities on the exterior of the rented property.
- 19.6 At the end of the rental period the lessor/owner can require the tenant to reverse facilities that he has introduced himself, even if permission was granted for them.  
The tenant shall cooperate with this request. The tenant is obliged to maintain and repair defects in changes or additions the tenant has made.
- 19.7 If, upon termination of the tenancy agreement, the tenant has not met his obligation to repair, fully vacate and repair any changes he has made to the accommodation, then the lessor/owner shall be entitled to carry out all work thus necessitated at the expense of the tenant.

## **Termination of the tenancy agreement**

### *Article 20*

- 20.1 The tenant can give notice to terminate the tenancy agreement every day, observing a notice period of one month. The date for termination must always be a Monday, Tuesday, Wednesday or Thursday. The date of termination may not be on a national festival day (New Years day, first and second Easter day, the Queen's feast, Liberation day every 5 years (2010), Ascension Day, Whit Sunday and Whit Monday, Christmas Day and the Day after Christmas Day).  
Notice must be given by registered mail.
- 20.2 The lessor/owner can give notice to terminate the tenancy agreement every day by registered letter or bailiff's writ. The lessor/owner shall state its grounds for giving notice. The notice period to be observed by the lessor/owner is three months, which period shall be extended by one month for each year that the contract has been in force up to a maximum of six months.



- 20.3 The tenancy agreement shall not be terminated by notice given by the lessor/owner unless the tenant declares his agreement to the termination in writing within six weeks, or a court of law has specified the date on which the tenancy agreement shall be terminated on the request of the lessor/owner.
- 20.4 The tenant and the lessor/owner can at all times terminate the agreement by mutual approval on a date decided between them.
- 20.5 For the purpose of the tenancy agreement, the tenant declares that he has elected domicile at the rented property until he has notified the lessor of his new address. The tenant is required to notify the lessor of his new address upon termination of the tenancy agreement in order to comply with mutual obligations.

### **Giving possession**

#### *Article 21*

- 21.1 On the termination date of the tenancy agreement at the latest, the tenant shall return the rented property to the lessor as described upon commencement of the tenancy agreement, including any fixtures and fittings provided by the lessor and completely vacated.
- 21.2 The rented property shall be deemed to be in good condition on the basis of the guidelines for vacating accommodations provided that:
- the tenant has complied with all repair and maintenance obligations as provided for in article 16
  - the tenant has repaired all damage for which he is liable by virtue of article 17
  - the changes as provided for in article 19 have been reversed insofar as the lessor/owner has demanded their reversal in accordance with that article and the accompanying appendix
  - the facilities introduced by the tenant that are not required to be removed are in a good state of maintenance.
- 21.3 The tenant must return all keys issued by the lessor on the last day of the tenancy agreement before 12.00 a.m. at the latest to the caretaker. It is not permitted to remain present hereafter.
- 21.4 The lessor has the right to remove goods that are still in the rented property after the termination date of the tenancy agreement and/or after the keys have been handed in and to dispose of them as it sees fit.

### **Information**

#### *Article 22*

- 22.1 Lessor is obliged to provide the tenant with all information concerning its policy and its implementation insofar as it is (or could be) of fundamental importance to the tenant, also through the intervention of co-determination structures as provided for in the second paragraph.

### **Default on the part of the tenant**

#### *Article 23*

- 23.1 If the tenant continues to fail to comply with any obligation to which he is subject by virtue of the law and/or the tenancy agreement, as a result of which the lessor is compelled to take judicial and/or extrajudicial measures, all costs arising thereof shall be for the tenant's account.
23. The extrajudicial debt collection costs payable by the tenant to the lessor by virtue of this article shall be due and payable as soon as the lessor has passed on his claims on the tenant for collection and amount to 15% plus the current rate of VAT of the claim that has been passed on for collection.
- 23.3 The tenant shall further be liable for payment of statutory interest over the principal amount from the date on which the tenant is held in default by the lessor.
- 23.4 The lessor shall be entitled to charge administration fees in the event of the tenant regularly making late payment.



*Article 24*

The tenant shall be obliged to pay to the lessor an immediately payable fine of e 25 (2003 level, indexed according to the CBS Consumer Price Index, All Households) for each calendar day on which he violates any provision of these general conditions, without prejudice to his obligation to act in accordance with these general conditions and without prejudice to the lessor's other rights to compensation for damages. This fine shall be payable without the need for legal intervention for each day on which the violation continues.

**Appendix 1: Conditions for accompanying supplies and services**

*Article 1*

The agreed package of accompanying supplies and services comprises the supplies and services listed in the specification accompanying the tenancy agreement. The package of supplies and services can differ in composition between buildings, in summarised form they include those listed below:

- gas
- water
- electricity,
- floor coverings
- radio and television signals
- corridor inventory
- the cleaning of the general, freely accessible and other areas belonging to the building, as listed in appendix 2
- glass insurance
- minor maintenance
- interior painting
- caretaker
- garden maintenance
- statutory charges
- participation costs
- administration charges
- loss due to vacancy
- corridor cleaning costs
- waste collection levy
- water heater rental
- laundrette

*Article 2*

- 2.1 For the agreed package of accompanying supplies and services provided for in article 1, the tenant is liable for payment of a fee as laid down in the tenancy agreement and further specified in the specification received upon entering into the tenancy agreement.
- 2.2 Article 8 of the terms of tenancy is applicable to this fee.
- 2.3 Settlement of the monthly advance paid by the tenant and the actual costs incurred by the lessor shall take place each calendar year or each heating year.
- 2.4 The lessor shall send the settlement for each calendar year to the tenant by 30 June of the subsequent calendar year at the latest.
- 2.5 At the same time as the settlement provided for under paragraph 4, the lessor will set a new advance amount and notify the tenant of that amount. The tenant shall be liable for payment of the new advance amount to the lessor with effect from 1 July following the 30th of June of the next year, notwithstanding an interim change to the advance amount agreed between the lessee and the lessor or a change to the package of supplies and services agreed between the tenant and the lessor.



- 2.6 In accordance with the participation regulations adopted by virtue of its articles of association, the lessor shall hold consultations with the eligible representatives of tenants with regard to finalising the settlement as provided for in the fourth paragraph and the finalisation of the advance amount provided for in the fifth paragraph.
- 2.7 The lessor shall in all cases be entitled to charge an advance amount that can be reasonably expected in accordance with the principal of sound commercial practice and which can be charged by virtue of article 7:258 ff of the Netherlands Civil Code.

#### *Article 3*

The tenant shall be obliged to accept a change to the supply of goods or services and the accompany altered advance amount if the change relates to goods and services that can only be supplied to a number of tenants and has been approved by at least 70% of the tenants. Within eight weeks of receiving written notification from the lessor that agreement has been reached with at least 70% of the tenants, a tenant who is not in agreement with the change can refer the matter to court for a decision on the reasonableness of the proposal.

### **Appendix 2: Subdivision and description of the indoor and outdoor areas**

In order to preclude the possibility of misunderstandings regarding the terms used in this document, a summary and a definition of the areas used by tenants in the WU buildings is given below.

The various areas are divided into:

- the room or combi-home
- the communal areas
- the general areas
- the freely accessible areas
- the other areas.

#### *The room or combi-home*

The room(s) with a private entrance door or door of their own as provided for and described in the tenancy agreement relating to a room or a home. For some rooms or homes this also includes a balcony/(roof) terrace belonging to that residential accommodation, without it being mentioned in the tenancy agreement. The entrance areas for the two-person units in the Haarweg building (the 'combis') also form part of the room, provided that the rooms are rented out as a unit.

#### *The communal areas*

The rooms behind the door to the corridor with the exception of the rented rooms or homes and commercial areas. This includes:

- passages
- kitchens
- toilets
- bathrooms
- laundry rooms
- storage spaces and built-in cabinets, such as work, meter and cable cabinets.
- entrance areas for the two-person units in the Haarweg building (the 'combis'), provided that the rooms are individually rented.

#### *General areas for communal use*

These are the areas in the property designated for usage by the tenant, for which separate usage/management rules have been formulated, such as:

- motorcycle and bicycle sheds
- hobby and crafts areas, provided for that purpose by the lessor
- general recreation and meeting areas
- laundrette.



The lessor grants the communal use of these areas to the tenants of rooms or combi-homes of the building in question and/or has assigned their management to the relevant associations under certain conditions.

*Freely accessible areas for communal use*

This includes:

- entrance hall
- stairways
- halls
- lifts
- access roads, car parks and gardens.

*Other areas*

'Other areas' include the escape routes. These include all areas that have to be used in an emergency to leave the building as quickly as possible via the shortest route, and to provide the emergency services with unhindered access to the building. These areas are placed in following categories:

- the corridor passages
- the balconies and roof terraces, insofar as they do not form part of the rented property
- the stairways
- the halls
- the entrance halls
- the emergency stairs
- the access roads.

The lessor is entitled to unilaterally amend this appendix following consultation with the tenant's representatives.

**Appendix 3: Alterations**

Given below is a summary of items that the tenant is not permitted to alter or repair. The lessor is entitled to unilaterally amend this summary following consultation with the tenant's representatives.

- gas, water, electricity, drainage and central heating lines
- gas taps, hoses and valves
- taps, shower taps, sinks and showerheads
- switches, wall sockets and fittings, including emergency lighting fittings
- toilet bowls, toilet cisterns and drains
- radiators and their fittings
- mechanical ventilation system
- low voltage systems
- ceilings, walls and other permanently fitted facilities, including fitted tiling
- kitchen units
- floor coverings, property of the lessor (gluing and/or nailing floor coverings to those of the lessor are not permitted either)
- hinges and locks of the doors of rooms or corridors, residential buildings, bicycle and motorcycle sheds
- small fire extinguishers, fire hoses and equipment
- balconies and roof terraces with balustrades
- if applicable, connections for telephone, Internet and central antenna
- facing brickwork
- paintwork in the wet areas (shower, WC and laundry areas)
- fixtures and fittings and white goods provided by the lessor
- garden furniture, paving and green areas
- direction signs, information signs and other signs.