



## EASYLIFEINBRUSSELS

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## Comments to the rental contract

### General

Law on rental contracts is imperative in Belgium ( does not accept private changes), languages admitted in Belgium : Dutch-French+German (eastern cantons). These comments are only mend to be an information tool, only the official rental contract applies

### Destination

Habitat only, limited number of persons of course.

### Rent

Obvious, as to be paid before entering the apartment, same time as guarantee.

### Duration

Beginning and ending. Notice that the end is always end of month.

### Indexation

Each year the rent can be increased with indexing system based on the health index (cost of live without expenses such as alcohol, gasoline...). This index is officially published. The indexation can be applied with a retroactivity of 3 months.

### Guarantee

Lately the law has been changed: from a guarantee of 3 months rent to 2 months to ease the access to leases for people with smaller revenues. We apply this rule to the advantage of our guests.

### In-out expertise

We use the official CIBEX experts to perform an expertise at start of the lease and at the end of the lease. In order to make it easy on every agenda, the expert will mostly perform its duties without the presence of the parties. CIBEX experts:Chambre des Experts Immobiliers de Belgique, see : <http://www.cibex.be/> The expert Dominique Navez will also provide all the data to make up all closing accounts. When you receive the expertise at the entrance you will have 15 days to make some comments. We know you have not been painting the apartment and paint spots should not be reported... In other words, the expert is a neutral professional, he knows exactly what are your responsibilities and which damages are caused by yourself.

### Charges+Provision

A flat fee is generally covering: common maintenance of the house, tenants insurance, adsl,TV cable, satellites, cleaning of the apartment and other services as listed.

Estimation of these expenses pm are:

See: [www.easylifeinbrussels.be](http://www.easylifeinbrussels.be)

## English comments to the Easylife Belgian rental contract.

The fact that we have on certain items quantity discounts allows us to quote a better price. See contract.

The provision is covering private consumption of heating, water and if applicable electricity. Mostly private counters are available. Heating is calculated proportionally to the surface of the apartment in the house as a percentage. A final calculation will be made at the end of the rent or every year. The rates of the suppliers are applied.

### Taxes

As could possibly be applied to habitants by the federal government and the city. It is required to register at the city of Brussels if you stay longer than 3 months.

### Insurances

Your responsibilities in case of fire, water damages caused by you are fully covered.

### Animals

No animals are allowed.

### Sub-lease

Is allowed with the authorization of the owner

### Ending of rental contract before term

It is good to remember that the short-term rental contract is not a hotel arrangement. The law on short-term leases is stiff concerning this matter and allows no cancellation. In order to give you flexibility we have foreseen 2 possibilities:

-You remain responsible for the contract but you can sub lease to another tenant with the agreement of the owner. -Another way out would be to cancel the contract giving a 3 months notice and pay an indemnity of 3 months rent. 3 months to be reduced to 2 the second year and to 1 the 3d year. No further decrease afterwards. This is the law and it is good to know, but the relations we maintain with our guests have always solved the few problems we had. Most of the time our guests require extensions of their term. Also be aware that you have to send a notice of termination 3 months before the end of the rental contract even if you leave on the indicated day.

### Payments of rent

Are to be made before the beginning of the month.

### Cancellation to the fault of the tenant (court case):

Tenant will have to pay all expenses related to the ending of the agreement and a 6 months cancellation fee.

### Residence:

The official residence of the tenant will be the address of the rented apartment. A photocopy of the passport will have to be provided.

### Bed linen

Self-explanatory

# Rental Contract

English translation of the Easylife Belgian rental contract.

2009-09-01

Important remark: this translation is for your information only, under no conditions can this text be used in official situations, only the versions in official legal languages in Belgium will be valid. The author gratefully accepts all pertinent remarks concerning this translation.

Rental Contract/Lease agreement (also see 'comments to the rental contract')

This is a contract between the

Landlord.....

Tenant.....

Full data of both parties allows easy communications.

## 1. AGREEMENT

The Landlord leases to the Tenant a property located at.....

And described in the expertise report (see below)

## 2. DESTINATION

The property will be used strictly for residential purposes. It will not regularly be occupied by more than.....persons. The landlord does not allow any business activities and the tenant will not be allowed to deduct the rental costs from its income. (Tax deductions). In case this convention is not respected all additional taxes imposed on the landlord are at entire charges of the tenant. (note of the author: if a tax deductible contract is wanted, please inform EasyLifeinBrussels)

## 3. DURATION

Term of .....months, years,

Starting date.....

Ending date.....

## 4. RENT

Amount of the rent.....to be paid before the beginning of the month for the coming month.

## 5. INDEXATION

## 6. GUARANTY

The law on principal residences not being applicable here, a guaranty of two months rent will be constituted on the indicated bank account and this before the remittance of the keys. This guaranty will be liberated upon the reception of the outgoing expertise (see below) and if all obligations have been fulfilled.

## 7. EXPERTISE

The property is rented in the conditions known by the parties and the tenant recognizes that all conditions of security and viability are met. As a neutral confirmation and in the interest of both parties, a CIBEX expert (see comments to the rental contract), Mr Dominique Navez will establish an expertise at the entrance and at the end of the rental contract. Parties accept Mr Navez as expert as well for the initial expertise as for the outgoing expertise. He can perform his duties without the presence of the parties. The costs of the expertise are shared between the tenant and the Landlord, the expertise is binding for both parties. In case the fees of the expert are not paid by the tenant, landlord will be authorized to deduct the amount from the guaranty.

## 8. PRIVATE CONSUMPTION

Refer to the annexes

## 9. COMMON CONSUMPTIONS.

All consumptions of the common parts and cleaning of the common parts as well as the private insurance, internet, private cleaning, cable TV, Satellites are covered by the Flat Fee of .....€

## 10. FINANCING OF THE PRIVATE CONSUMPTIONS

In addition to the rent tenant will pay an amount of .....€ as a provision for its private consumptions. This amount only constitutes a provision and will be deducted from the real consumptions as determined periodically or at the end of the contract. The amount may require adaptation in function of the evolution of the real costs.

## 11. TAXES

All taxes the authorities may apply to tenant are his dues alone.

## 12. INSURANCE

Landlord covers tenant concerning the responsibilities in the 'classical fire insurance'

## 13. ANIMALS

No animals without the written authorization of landlord.

## 14. SUB LEASE

No sub lease without the written authorization of landlord.

## 15. ENDING OF THE CONTRACT BEFORE TERM

Rental contracts no longer than 3 years.

If tenants wants to end the contract before term, landlord can choose between:

-demand that tenant remains responsible of the terms and conditions of the contract while subleasing the property to a new tenant accepted in writing by landlord

All expenses must be paid

All costs and damages as determined by the expert must be covered.

-Accept the final resiliation of the contract given a 3 months notice and an indemnity of 3 months.

(note of the author: this is a flexibility offered by EasyLifeinBrussels (see also comments to the rental contract), as in law a fixed term contract can not be broken)

## 16. LATE PAYMENTS.

The rent has to be paid before the beginning of the month for the coming month.

In case of a late payment by 10 days a 1,5% delay interest will be applied over the monthly rent.

## 17. RESOLUTION AT TENANTS FAULT

In this case all expenses resulting from the contract breach will be entirely at charge of tenant. And a forfeit of 6 months rent and rental costs will be applied.

## 18. SMOKING

The apartments are strictly 'non-smoking'. Violators are exposed to the costs of deodorizing the place by a specialized company.

## 19. LEGAL ADDRESS

Tenant will take legal address at indicated property for his entire stay.

Signed in Brussels, 2 copies, date

Tenant signs and writes: read and approved