

WonenBrebreg General Tenancy Conditions

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1. What is the purpose of these General Tenancy Conditions?

These General Tenancy Conditions contain rules that apply when you rent a “Dwelling” from us. In these General Tenancy Conditions, “Dwelling” means the “Dwelling” including other immovable property belonging to your “Dwelling” or which you may use. These General Tenancy Conditions apply in addition to the law and the tenancy agreement. These General Tenancy Conditions also contain provisions that you must adhere to.

If you sign the tenancy agreement, then you also agree to these General Tenancy Conditions. So read them carefully.

2. Who do these General Tenancy Conditions apply to?

1.1. Who do the General Tenancy Conditions apply to?

The General Tenancy Conditions apply to:

- All persons named as tenants in the tenancy agreement;
- The person you are married to or have a registered partnership with and who lives with you in the “Dwelling”. It does not matter if you got married or entered into a registered partnership before signing the agreement or afterwards;
- The person who becomes a co-tenant (with our consent);

1.2. You are jointly and individually responsible

The persons in Article 2.1 must, by themselves but also together, do what is stated in these General Tenancy Conditions, the tenancy agreement and the law. We can also hold you individually accountable for complying with all rules. Please note: You must ensure that family members, residents and visitors also comply with the General Tenancy Conditions.

3. What do we expect from you?

3.1 You must behave in a manner befitting a good tenant.

3.2 You may not yell or swear at neighbours, at our employees or persons working for us, or at other people. You may not insult, threaten and/or intimidate them. You may not use violence. You may not cause nuisance in and around your “Dwelling”, common areas or other areas you rent. And you must make sure that the persons who live with you, your visitors and your pets do not do so either. By nuisance, we mean at least the following:

- noise nuisance;
- odour nuisance;
- nuisance from animals;
- pollution;
- vandalism;
- infringement of the privacy of others, such as by taking pictures.

If you do not comply with the above, we can impose a penalty of up to €50 per day. You will pay a maximum total fine of €2,000.

4. What do you use the “Dwelling” or other areas you rent for?

4.1 You must use the “Dwelling” as residential accommodation. You must use the other immovable property belonging to your “Dwelling” for their intended purpose (for example: a storage as storage).

4.2 The “Dwelling” must be your principal residence. This means that you must be registered and live there most of the time).

4.3 You may not sublet all or part of your “Dwelling” to others or make all or part of it available to others. This includes subletting rooms.

4.4 Only with our prior written consent may you:

- Use the “Dwelling” (in whole or in part) for business purposes;
- Rent out the “Dwelling” (in whole or in part) to someone else;
- Allow someone to live in with you.

You can request our permission by sending us a letter or an email.

If you do not comply with the above, we can impose a penalty of up to €100 per day. You will pay a maximum total fine of €5,000.

4.5 If we find that you do not comply with the rules in this Article, the following applies:

- You must prove that you do comply with the rules;
- You must cooperate in any investigations into the use of the “Dwelling” (for example, a home visit).

5. Prohibited activities in the “Dwelling”

In any event, you may not use the “Dwelling” (in whole or in part) for the following activities:

- Growing, drying, cutting, processing or selling forbidden substances (including hemp);
- Using, making, growing, preparing, adapting, processing, selling, delivering, providing, transporting, manufacturing, having available forbidden substances;
- Storage of (environmentally) hazardous items (such as, for example, odoriferous, incendiary or explosive substances);
- Other activities in violation of the Dutch Opium Act (Opiumwet) or otherwise in violation of the law.

You may not allow someone else to perform such activities either. The Dutch Opium Act provides a list of forbidden substances. We have a zero-tolerance policy for the prohibited activities in this Article, as these are known to often result in damage, danger, nuisance, pollution, vandalism, and attract crime. In the event of a prohibited activity, we may initiate proceedings to terminate the tenancy agreement.

If you do not comply with the above, we can impose a penalty of up to €250 per day. You will pay a maximum total fine of €15,000.

6. Places you are not allowed to touch or enter

You may not enter the places that are not part of the normal use of the “Dwelling”. These include in any case:

- the roof and the roof-gutter;
- the fire escape (except in case of emergency);
- the service area or the technical room.

You may not remove any systems/installations installed by us, such as fire alarm systems, smoke detectors, emergency lighting and central heating.

7. Places where you are not allowed to place or store items

You may not place or store any items such as furniture, bicycles, mobility scooters, boxes, garbage bags or other waste in places not intended for that purpose without our permission. These include in any case:

- the common garden;
- the balcony;
- the gallery;
- all common areas;
- the roof;
- an escape route.

If you do so anyway, we will have the items removed at your expense.

For your own balcony, placing garden furniture is allowed.

If you do not comply with the above, we can impose a penalty of up to €50 per day. You a maximum total fine of €2,000.

8. Use of the parking space

You may only use the parking space associated with your “Dwelling” to park your car or motorcycle. You may only temporarily park your trailer or caravan there for loading and unloading. The rules set by the municipality in the general municipal bylaw (APV) also apply to you.

9. The maintenance

9.1 What do we do?

We provide major maintenance and major repairs to the “Dwelling”.

9.2 What do you do yourself?

You must maintain, heat and ventilate the “Dwelling” properly. You must ensure that no damage is caused to the “Dwelling” (for example, due to freezing of the water pipes). You must keep the “Dwelling” clean.

You must arrange and pay for small repairs in and around your “Dwelling” yourself. What constitutes a minor repair is stated in the Dutch Minor Repairs (Tenant's Liability) Decree (Besluit Kleine Herstellingen).

You must also clean and keep clean the common areas.

If we have agreed that a cleaning company will do this, you must ensure that the common areas are kept clean in the meantime. If you do not maintain the “Dwelling” properly, or do not carry out small repairs properly or at all, and do not respond to our warning, we will do so at your expense. The Dutch Minor Repairs (Tenant's Liability) Decree is a statutory regulation that establishes which (small) repairs are for the tenant's account. This regulation can easily be found on the Internet.

9.3 Do we need to repair something?

If we need to repair something, you must let us know immediately. Please note: if you do not let us know that we have to repair something or if you do not comply with the agreements in Article 9.2 and damage occurs as a result, you must pay for it.

10. Cooperation in work

You are obliged to cooperate in any maintenance and other work on and in the “Dwelling” that we carry out. This means that you must ensure that we can carry out the work, for example by removing items that are present or items you have installed. You will not receive a refund of rent or any compensation when we carry out work, except in the case of one of the situations in the code of conduct (www.wonenbreburg.nl).

11. DIY work: what are you allowed to do yourself?

You may carry out DIY work or have it carried out in or on the “Dwelling” if you comply with the following:

- The change must be carried out skilfully;
- The change must consist of suitable material;
- The change must be safe;
- The change must meet the requirements of the municipality, energy and water companies, the fire service, and the owners' association (if there is one in your residential building);
- The change may not cause any nuisance or inconvenience to your neighbours;
- The change may not impair the letting potential;
- All maintenance, costs and risks arising from the change are at your expense and risk;
- You will take care of the appropriate insurance yourself, after you have made any changes to your “Dwelling”;
- If WonenBreburg carries out maintenance on your “Dwelling” and it is not possible to do so because of the change, Then you must undo the change and pay the costs thereof;
- WonenBreburg must always be able to carry out maintenance in and on your “Dwelling”; the change may not make that impossible;
- If you change something to a gas or electricity installation in your “Dwelling”, you may only have this done by an approved installer. If you subsequently terminate the tenancy agreement for your “Dwelling”, you must submit a new inspection report of that installation with your notice of termination;

- If you change anything about the way your “Dwelling” is built (for example an extension to your rental “Dwelling”) and you subsequently terminate the tenancy agreement, you must submit a recent structural report of that change with your notice of termination;
- WonenBrebreg paints your “Dwelling” on the outside. You are not allowed to do this yourself.

If the DIY work does not comply with our General Tenancy Conditions, you must undo or change it at our first request. If you do not do so, we will take care of this, and you will have to pay the costs thereof.

In any case, when you move house we will inform you about what you must undo or change.

12. Satellite dishes

You may install a satellite dish if you comply with a number of agreements. You can read those agreements on the WonenBrebreg website.

13. Entering the “Dwelling”

We are only allowed to enter the “Dwelling” without your permission in case of emergency and/or acute danger.

14. Payment of service charges

14.1 What service charges do you pay?

Your service charges are specified in your tenancy agreement. Service charges are costs that relate to certain items or services in your own “Dwelling” and/or the building complex.

14.2 Some service charges are an advance payment.

If part of your service charges relates to gas, water, electricity and heating, or services such as the cleaner, then the amount you pay for these service charges is an advance payment. After one year, we will calculate the quantities effectively used and settle them with you. If the advance payment was too high, you will receive a refund and if it was too low you have to pay extra. Some service charges are a contribution to a fund.

If part of your service charges contributes to a fund such as the glass or unblocking fund, then the amount you pay for these service charges is not an advance payment but a fixed contribution. Therefore, this amount will not be settled with you afterwards.

14.3 Is your “Dwelling” part of a residential complex?

If your “Dwelling” is part of a residential complex, you contribute towards the service costs for the complex, such as the gallery lighting, electricity for the lift, or the cleaning of the common areas. It does not matter whether you actually use these facilities or not; you always contribute towards them. This amount is also an advance payment and will be settled with you afterwards.

15. Who pays for damage?

15.1 You have caused the damage

If you have caused damage to the “Dwelling”, for example a broken window or door, you must pay for it. Even if you are not careful, for example if you do not immediately report imminent or other damage such as a leak, resulting in additional or other damage. You must also pay for the damage if the damage was caused by someone else who was in the “Dwelling” with your permission. You are also responsible for pets and liable for any damage caused by pets.

15.2 Damage in common areas

The costs of repairing damage in common areas or to common installations may be charged to the joint tenants concerned. This also applies if we need to do the following:

- Additional cleaning in a common area;
- Clearing stuff out of a common area;
- Have damage to common installations repaired.

15.3 Damage to you or your items

We are not liable for any damage to you or your roommates or to items of you or your roommates if such is caused by force majeure. For example, storms, frost, lightning strikes, floods, rise or fall in the groundwater

level, wilful damage and other calamities. Liability of the landlord as owner of the building under Section 6:174 of the Dutch Civil Code is excluded.

16. Settlements of amounts

We may set off amounts you pay us against any arrears. If you pay us rent in a particular month, we may use this money for the oldest amount you still owe us. This is regardless of whether you specify what the amount is intended for when making the payment.

If you do not pay us in time, you will owe us interest from the day your payment was due. This is the statutory interest. If we do not pay you in time, we must pay you the statutory interest.

17. How to leave the “Dwelling” when you move house?

17.1 We will let you know what the “Dwelling” must look like.

You will receive a letter or email from us stating what the “Dwelling” must look like at the end of the tenancy agreement. You can find all the information on our website as well. The following applies in any case:

- The “Dwelling” must be empty
- The “Dwelling” must be clean.
- Nothing may be broken in the “Dwelling”.
- You must undo any changes to the “Dwelling” that are not allowed and restore them to their original state before the change was made.
- You must return the keys of the “Dwelling” to us.

17.2 Inspection of the “Dwelling”

We may make an appointment with you to inspect the “Dwelling”. We do not routinely perform such an inspection. If you have any questions or doubts about the condition upon delivery, please contact us.

17.3 Repair and clearance costs

If the “Dwelling” does not look as agreed at the time you return the keys, the following applies:

- We will make sure that the “Dwelling” will look as agreed. You will have to pay the cost involved. Please note that these costs are usually higher than if you do this yourself;
- If we suffer other losses as a result, for example, because the next tenant cannot move into the “Dwelling” until later and the “Dwelling” is therefore temporarily empty, you will also have to pay these costs;
- If you have left any items in the “Dwelling” when you were supposed to take them with you, we will remove these items. We will not keep them for you. You will be liable to pay the costs of emptying your “Dwelling” and disposing of items.

17.4 You have sold items to the next tenant

You may be selling items to the next tenant. If you send us a letter or email about this with the agreements you have made and we agree, then you may leave these items in the “Dwelling”. But if something happens to the items, we will not pay for the damage.

17.5 If you have returned the keys

If you have returned the keys to us, you may no longer use the “Dwelling” from that moment on. In doing so, you automatically relinquish any items you leave behind in the “Dwelling”.

18. What happens if you do not comply with the tenancy agreement or the law?

If you do not comply with the tenancy agreement or the law, and we incur costs as a result, you must pay these costs, including any collection costs.

19. Does any part of these General Tenancy Conditions no longer apply?

If any part of these General Tenancy Conditions is legally incorrect or no longer valid, the rest will continue to apply. So both you and us will still have to comply with the provisions of the General Tenancy Conditions that continue to apply at that time. As regards the part that is not correct or valid, we must comply with the law. In that case, we will look at the section of the

law that is most similar to the part of the General Tenancy Conditions that, in retrospect, is legally incorrect or no longer valid.

20. How to terminate the tenancy agreement?

You can terminate the tenancy agreement by:

- sending us a registered letter, or;
- submitting a fully completed rental termination form to us, or;
- by completing your notice of termination via Mijn

WonenBregburg. The notice period is one month.

If more than one person is named as a tenant in the tenancy agreement, you can only terminate the tenancy agreement together with them.

If the court has assigned the "Dwelling" to you or your ex-partner in the case of divorce or legal separation or termination of registered partnership, you must inform us thereof immediately in writing.

As long as you do not do so, you will both remain responsible for fulfilling all obligations under this tenancy agreement.

21. What do we do with your personal data?

In the execution of this tenancy agreement, we use your personal data. By signing this tenancy agreement, you agree thereto. We adhere to the applicable privacy legislation. You can find more information about this on our website.

22. Apartment complex

Do you live in an apartment complex? Then you must comply with the agreements in the following documents:

- the deed of division;
- the property division regulations;
- the internal regulations.

You must in that case also comply with the decisions of the owners' association (in Dutch: Vereniging van Eigenaren or VvE). We will inform you about any decisions of the owners' association.