KNOWING WHAT IS RIGHT

The positions of tenants and landlords towards fair conditions in rent- and contract agreements for the Dutch rental housing sector and how to improve them

Bauke Schoustra - 4449711
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TU Delft

COLOPHON

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Education:

Institution	Delft University of Technology
Faculty	Architecture and the Built Environment
Master	Architecture, Urbanism and Building Sciences
Mastertrack	Management in the Built Environment

Personal Information:

Name	Bauke Schoustra
Student number	4449711
E-mailadres	
Linked-in	

Supervisors:

1st mentor	Dr.ing. G.A. (Gerard) van Bortel
2nd mentor	Dr. H.M.H. (Harry) van der Heijden
Delegate of the Board of Examiners	Dr.ir. S (Stavros) Kousoulas
Former BoE delegate	Dr. Dipl.. -Ing T. (Tanja) Herdt

PREFACE

In front of you lies my thesis for the master program Architecture, Urbanism and Building Sciences, master track Management in the Built Environment of the faculty of Architecture, University of Technology Delft. The topic of this thesis is: “The positions of tenants and landlords towards fair conditions in rent- and contract agreements for the Dutch rental housing sector and how to improve them.” and marks the end of my studies. With this thesis I conclude my masters program and with that my time as a student at the TU Delft. I have learned a lot through the bachelor and master programs that I have used and will use in the future as the basis for my career. I am proud of the work I have done and of this thesis in front of you as the final milestone.

The choice for the topic of this research is derived from an iterative process of narrowing the scope of my interests. At the beginning stages of the graduation process I wanted to analyse and have an impact on the middle housing segment. This topic was chosen due to the gap between affordable housing and expensive housing and the large group of (re)starters and middle income groups that have a hard time finding adequate housing. After doing some research I soon realised that this topic is way too broad and I started narrowing down together with my mentors. This resulted in a process where much research was done towards this gap, then towards the gap in the rental segment, followed by why the private rental sector is less accessible to the middle income group. After having this topic the scope still needed to be narrowed down and I found several excesses in the housing sector with a special interest in rent- and contract conditions. This topic piqued my interest as I have heard many stories, including my own, about people who would do almost anything to have a dwelling and are willing to accept conditions without question. This raised a question for me how far landlords can exploit this position and what can be done to narrow down this problem. This resulted in an interesting scope of fairness in rent- and contract conditions after a selection process that started at a much broader topic and resulted in a niche topic.

A special thanks to my mentors who supported me during the graduation process: Gerard van Bortel and Harry van der Heijden. They have supported me throughout the difficult graduation process and kept me going with their advice. Even when I did not see where I was heading, my mentors guided me with small steps to keep moving forward. The perfect symbiosis between bringing and suggesting documents or focusses and sharp notes on my progress reports made it possible to continue and finish the document as is. Their assistance was paramount for the success of this thesis, and for that I thank them sincerely.

Another special thanks to my family, friends and partner who always supported me in what seemed to be a never ending period of studies. Even after many years of study, the annoying ongoing stories and the occasional fishing me up from the bottom of a well, I think they still like me. It has been a hard process and they were always there to support me in different ways or to cheer me up. After my final graduation they have earned a party just as much as me and that will be arranged.

Lastly, I hope you enjoy reading this thesis!

Kind regards,
Bauke Schoustra

ABSTRACT

Purpose: This thesis is the result of a problem regarding the fairness of rent- and contract conditions in the entire Dutch rental housing segment. The Dutch housing market is under a lot of pressure due to scarcity, high demand in housing and rising prices and this has led to problems. One of these problems relates to the rental segment. Due to the current tensions in the rental segment the existence of so called 'strange conditions' within contracts lead to attention of lease conditions. These conditions have led to the topic of this thesis as to what are considered to be fair rent- and contract conditions and how to improve them. This is done for both landlords and tenants and aims to have an analysis from multiple angles.

Main research question: How can fairness be improved for rent- and contract agreements for landlords and tenants in the Dutch rental housing market?

Methodology: For this research a qualitative method is used. This is done through a combination of literature- and document studies in combination with semi-structured interviews. First explorative research is done to create a better understanding of the problem from multiple points of view through literature and document research. This has been translated into a hypothesis on what possible implications can be. The semi-structured interviews complement this hypothesis aiming to collect data from practice to test the feasibility of the hypothesis as well as welcoming and contributing new ideas.

Conclusions: The definition of fairness in this thesis is considered to be within the range of the legal framework. This framework is derived from the legal documents that state the conditions within which must be remained to remain fair. The legal framework is presented through a categorisation of rent- and contract conditions that discuss each category separately and is supported by legal definitions and substantiations of what is and is not permitted by law. Contract- and conflict analysis point out that the fairness in the Dutch rental housing market is not in complete coherence with the legal framework. This is the case for the perspective of both tenants and landlords. In order to improve fairness different initiatives are already presented and those are taken into consideration in this research. The analysis of the problem, contracts, conflicts, initiatives and other documents in combination with interviews have led to the formulation of three instruments. The instruments that are considered are creating a New standard lease, using tools leading to a proactive government and introducing a landlord and lease register. These instruments have a specific objective to tackle a problem and are derived from the analysis throughout this thesis. Moreover, the instruments do point out that further actions are needed and suggest what those are. In addition, using the instruments separately impacts specific topics and is more vulnerable in their feasibility and impact. However, combining the different instruments and making their implications and tools work together strengthens the implications and impacts and mitigates their risks aiming at a more holistic approach to improve fairness of rent- and contract conditions.

Key words

legal framework, instruments, conflicts, standard contract, proactive government, register, preventive, reactive

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01 | INTRODUCTION

This chapter provides an introduction and elaboration to the topic of this thesis: fairness of rent- and contract conditions. To do this the problem is presented first. This subchapter 1.1 elaborates on why the topic of this thesis is chosen and what the background is that led to that problem. To define rent- and contract conditions, the next subchapter 1.2 emphasises what the relationship thereof is towards the problem statement. This part elaborates on the definition of rent- and contract conditions and how this is derived from the problem statement. To explain the structure of this research the following subchapter 1.3 defines the research questions and how they are derived. These research questions are answered through this thesis and provide the structure and aim of this research. From this the goals and objectives of the research are formulated in subchapter 1.4. Here an elaboration of the different objectives is defined to reach the final goal this thesis aims at. Next is a definition of fairness in the context of this thesis. To make fairness more explicit and measurable, this thesis investigates the current fairness and what can be done to improve it. This is done in subchapter 1.5 and leads to a definition of fairness and an answer to the first research question. After these subchapters this thesis is formally introduced in regard to the problem, definitions, questions and objectives.

1.1 | PROBLEM STATEMENT

The housing sector in the Netherlands is under a lot of pressure at the moment. This is a result of a housing shortage and rising prices in the Dutch housing market and have led to actions, such as national protests, making it clear that something needs to change. One of the problems that is associated with the current housing market is related to the rental sector. The Dutch rental segment can be divided into two sectors, namely social housing and the private rental sector. Social housing is regulated and below the liberalisation limit where the private rental sector is less regulated and more of an open market with maximised rent. In the private rental sector prices are high, competition is high and home seekers often accept dwellings below their initial wishes. This last point is supported by WoOn 2018 where is stated that the demands and wishes of target groups regarding housing and by Huisman (2020) who mentions that current tensions make for people to accept any house they can get just to stand a chance in the market and there is a mismatch as to the dwellings and the wishes that target groups have. In her dissertation Huisman (2020) elaborates on three current tensions which are an increase in temporary leases and the multiplicity of contracts, the non-enforcement of regulations and the new face of renting. This pressure on the private rental sector leads to more problems. One of the problems concerns the rent- and contract agreements. Due to the growing pressure on the rental market landlords have a luxury position where they can demand conditions of the desperate house seekers that would otherwise not be accepted (Companen, 2021). This problem is not limited to the private rental sector and can be found in the entire rental sector according to Woonbond who has looked into this problem and states that 80% of tenants in their research on the complete rental segment have mentioned 'strange' contract conditions (Woonbond, 2021a, b). A few of them include: pets are not allowed, cohabitation ban or rental/signing costs as can be seen in Figures 1.1 and 1.2 (Woonbond, 2021a). There has also been attention on national television with shows such as Radar and Kassa (NOS op 3, 2021a; b; c; Radar Avrotros, n.d.), where they show examples of these cases and confront the landlord about it. In terms, this led to questions in political organs like the national government and municipalities. The awareness of the problem through different media shows the relevance and the magnitude of this problem on a national scale. Therefore, the problem of rent- and contract conditions is chosen as the topic for this thesis.

Type of condition	Percentage
Deliver the dwelling in the exact same state as upon entry	55,22%
Prohibition on cohabitation / co-rent	19,82%
Regulations on which colors the dwelling can be painted	18,23%
Prohibition of pets	18,23%
Asking written concent to wallpaper or paint walls	13,10%
Prohibition on drilling	10,44%
I am not allowed to step to the rent committee for a dispute	9,20%
I have to put the garbage at the street weekly with the penalty of fines	9,20%
Prohibition on music	7,79%
Prohibition on sleeping over	6,90%

Figure 1.1: Types of strange contract conditions (Woonbond, 2021a).

Type of cost	Percentage
Contract/administration costs	32,52%
Keymoney	20,87%
Tenure costs	19,30%
Registration costs	18,96%
Deposit (higher than three times the basic rent	13,22%
Mediation or agency costs	12,17%

Figure 1.2: Types of strange costs (Woonbond, 2021a).

As a result of this problem, actions are already taken in relation to rent- and contract conditions. A total of 130 municipalities like Amsterdam, Rotterdam and Tilburg, but also smaller municipalities, have agreed to a living obligation (Dutch: zelfwoonplicht) when a house is bought under a fixed price for the buyer to reside there themselves for a minimum period of time before selling or leasing the house (NOS, 2021a). This price varies per municipality, but often ranges from €200.000-325.000 (NOS, 2021a). This is done to prevent investors from buying houses for the sole purpose of leasing them out and disrupting the competition in the housing market, taking away the supply for regular people to become homeowners. In addition, municipalities like Groningen, Leiden and Schiedam have introduced a landlord permit to have better control to check and correct landlords for mispractice (Rijksoverheid, n.d.e). The use of permits comes back in chapter 4.5 and 5.2.2 with additional information in appendix 3. Another example is from the Woonbond who has launched a rental contract-check (Woonbond, 2021c; Woningmarktbeleid, n.d.c) making a legal consult possible to check your contract for their so-called strange conditions and providing necessary help if needed. These examples show that there is an acknowledged problem in regard to rent- and contract conditions and steps are already being taken. However, to understand and define this topic better, more information is needed and the examples need to be explored. This is done through this thesis as is elaborated on further in this chapter.

Conclusion

To summarise, there is a problem in the Dutch housing sector. The scarcity of housing has led to a high demand in housing and rising prices. Due to the high prices and the high demand, landlords in the private rental sector have a luxury position when it comes to their dwellings. The result is that tenants take dwellings below their target group demands more easily and accept debatable conditions to stand a chance in the market. This is supported by research, stating that 80% of leases contain one of the conditions that are considered 'strange' and cannot be demanded in a contract. These 'strange' conditions are not limited to the private rental sector and are present in the entire rental segment. These conditions have led to the topic of this thesis as to what are considered to be fair rent- and contract conditions and how to improve them. This problem has not passed by silently and has already received attention from different media on different scales. Actions taken as a result include municipal policies, like permits and obligations, and private actions as the rental contract-check, yet further exploration is needed to capture the total impact and actions. Therefore, to further investigate this problem this thesis focuses on the problem of the fairness of conditions in rent- and contract conditions in the Dutch rental housing sector.

1.2 | RENT- AND CONTRACT CONDITIONS

First of all the difference between rent conditions and contract conditions needs to be made clear. For this thesis the difference defines that rent conditions are conditions that involve rent, yet are not directly linked to the lease and contract conditions are those conditions that are directly linked or should be mentioned in the lease. This means that rent conditions are not always contract conditions and vice versa or a contract condition is also a rent condition. Both conditions are included in the context of this thesis and deserve equal attention.

The current total rental segment consists of 3.4 million dwellings, of which 2.3 million are owned by housing associations and 1.1 million are other rental dwellings (Rijksoverheid, 2021.a). In the past years the rental segment has increased a lot. Figures 1.3 and 1.4 show how the total rental stock has increased by 279.814 dwellings in the past 10 years, of which 254.175 are non-corporation owned. This is 90.8% and shows a clear preference for investments by private individuals and organisations. The Woonbond (2021e) agrees that the vast majority of the private rental sector is owned by small private investors (about 80%), and only a small part by institutional investors. Woonbond (2021e) added that there are often strange conditions present in the private sector. This resulted in a research on how many tenants in the private rental sector encounter strange conditions in their lease. In the factsheet that the Woonbond (2021a) published of their research, they make a distinction between strange costs and strange conditions. The Figures 1.1 and 1.2 show often occuring types and the percentage of the respondents that encountered them. Some of the costs or conditions are not legal and can be corrected when fighting against them. In addition, landlords often force tenants to accept conditions about matters they are not allowed to, like the examples in the figure. These are often about living comfort and obligations. In total 80% of the tenants that participated in the research of the Woonbond (2021a) indicate that one, or more, of the types of conditions are present in their lease. As mentioned before by Companen (2021), tenants are often afraid or are holding back to express conflicts or disagreements which leads to precarisation, stress and uncertainty (Companen, 2021; Huisman, 2020).

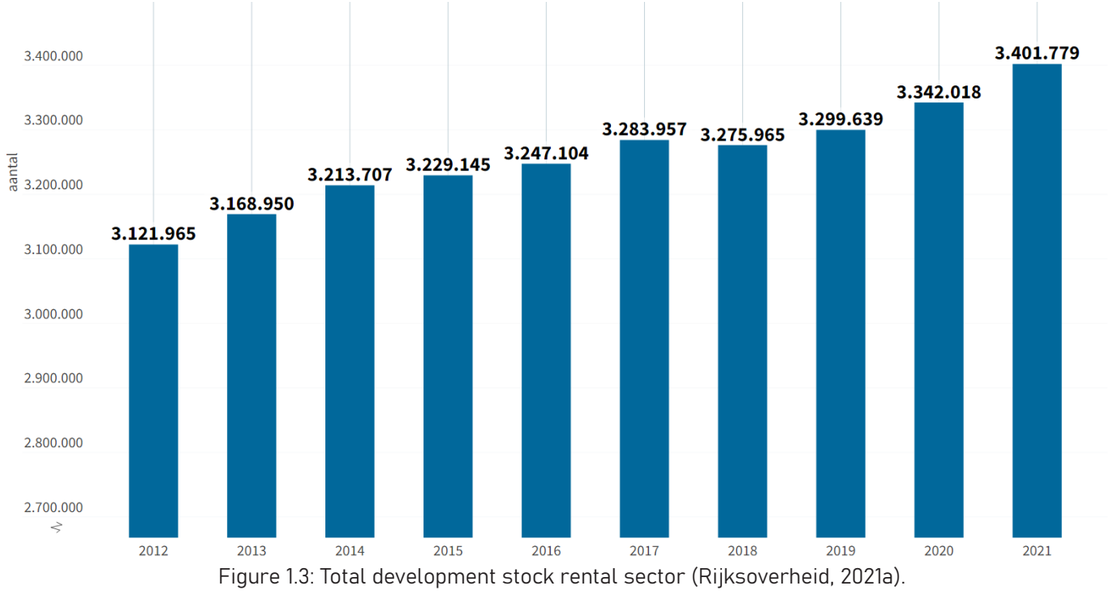

Figure 1.3: Total development stock rental sector (Rijksoverheid, 2021a).

The inclusion of these conditions is often by demand of the landlord from their luxury position of the current scarcity in the market, however is not always on purpose to exploit the tenant (123Wonen). In particular cases the landlords want to protect the tenant and want to do certain tasks themselves rather than letting the tenant do it to be sure they are done right. These tasks benefit the tenant in a sense that they place more responsibilities with the landlord. An example would be small maintenance. Other cases might involve a lack of knowledge about the subject (123Wonen). Landlords are not always aware of their mistakes when they are confronted as it is not their area of expertise. An interview with 123Wonen pointed out that intermediate organisations often do what the landlords ask, like including extra conditions in a contract when the landlords ask to. This presents the question: who is responsible for the knowledge and should an intermediate contribute to this or be more aware and responsible from their area of expertise? This is partially an ethical question, yet Civil Code 6 article 230e states that the information in the lease must be correct, clear and unambiguous. This means that the party making the lease has this obligation to make sure that the conditions are correct, clear and unambiguous.

Private landlords often consult professionals to help them with leasing their dwellings. Real estate management (REM) agencies advertise to work together with private investors for mutual benefits through their services. They mention on their websites to unburden the landlord by taking over tasks and providing services. The services often include financial, legal, communication and other services. They promote this openly on their websites and through other media or provide easy access to documents explaining their services. The size and influence of the REM agencies should not be underestimated. MVGM (n.d.b) promotes on their website that they manage 90.000 rental dwellings, which is almost 8% of the private rent market stock, and is just one of the many national and regional organisations providing this type of service to landlords. The influence of REM agencies is represented in a pilot by the municipality of Tilburg (Woningmarktbeleid, n.d.a). There are strong signals that rental agents contribute to excesses in the housing market of Tilburg which led to a pilot

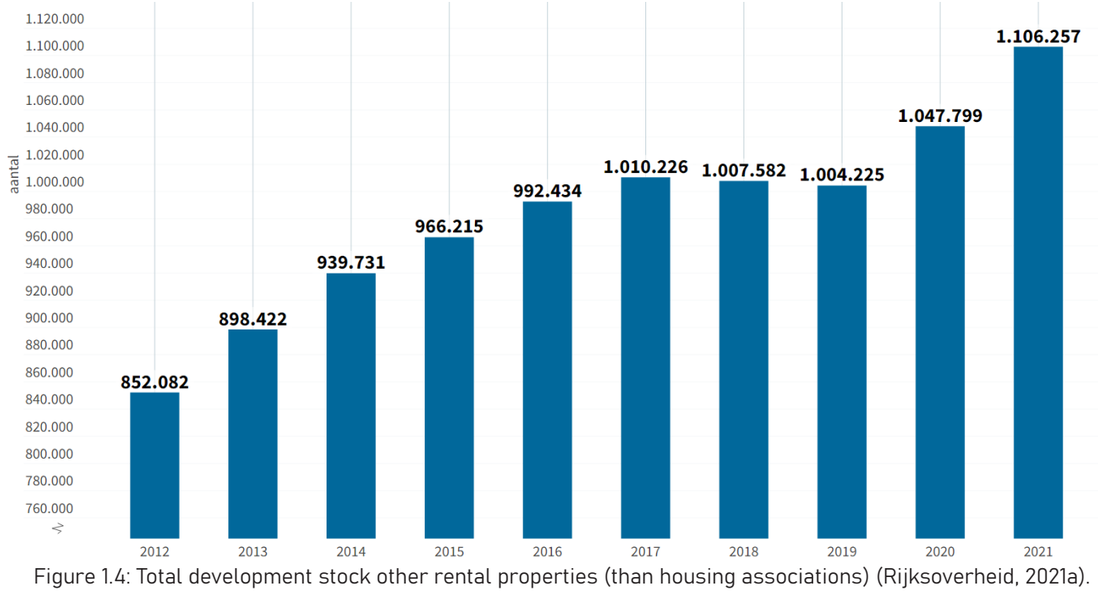

Figure 1.4: Total development stock other rental properties (than housing associations) (Rijksoverheid, 2021a).

to investigate the possibility of a licence obligation for intermediaries and agents (Woningbeleid, n.d.a). In perspective, it is important to look at this problem critically. When a landlord is working with an agent or intermediair to use their service this can be to different extents. It can vary from only consulting with the first house and setting up to being completely managed by an organisation and anywhere in between. Therefore REM corporations have an important role, yet this can vary through different scales. In addition, the responsibility of REM organisations should be considered. Several larger organisations make use of a legal department that provides the basic contracts in adherence to the law, but every landlord is free to embed extra conditions to this contract (MVGM). Reasons could be house rules from the Association of Homeowners (Dutch: Vereniging van Eigenaren; VvE), for common areas or personal preferences from the landlord (123Wonen). In any case the question lies in who is responsible for the knowledge and coherence of conditions to the law. Landlords do not always have the expertise required and agents or intermediaries work to satisfy their clients demands. Therefore, the question arises whose responsibility it is to make sure the required information is known and safeguarded when drawing up a lease.

Conclusion
The private rental sector is the smaller part of the rental segment in the Netherlands, yet it is responsible for 90.8% of the growth in the rental segment in the past 10 years due to popular investment trends. However, as returns are the driving factor and not housing key information is not always known leading to conflicts. Research done by the Woonbond (2021a) shows that the larger part of tenants respond they encounter so called strange conditions. In addition, the scarcity of dwellings makes tenants afraid to speak up to their landlords, leading to precarisation, stress and uncertainty. Landlords define conditions in their lease that are not always enforceable. To assist landlords, supplemented by investors in this context, REM agencies sell their services to assist them with leasing out properties throughout different scales of involvement. However, this assistance emphasises the question of responsibility. As housing is not always the main field of expertise of landlords and agencies aim to satisfy the demands of their client, the responsibility to have and enforce the needed knowledge regarding rent- and contract conditions becomes clouded. However, the information in a lease must always be correct, clear and unambiguous, thus the responsibility lies with the party creating the lease to use the needed knowledge to draw up a lease in line with this requirement.

1.3 | RESEARCH QUESTIONS

In order to improve the fairness of rent- and contract conditions for landlords and tenants action is needed. We have seen that if the market is completely left free the problem gets worse rather than better, thus interference is required. The problem statement and elaborations on the topic of rent- and contract conditions show that there is a problem that needs to be addressed. This chapter explained what that problem is, yet how to solve it is not yet determined, making more research needed. Therefore, this thesis aims to research that problem. To structure the research first the main research question is formulated as a focus for this research and is as following:

How can fairness be improved for rent- and contract conditions for landlords and tenants in the Dutch rental housing market?

To be able to answer this adequately, more information is needed on the matter. Subquestions are formulated to split the main questions in topics to investigate. Combining the answers from those topics provides an answer to the main research question. Thus, the following sub questions have been formulated:

1. What are fair rent- and contract conditions?
2. What fair rent- and contract conditions are currently legally defined?
3. What conflicts/unfairness happen(s) most due to rent- and contract agreements?
4. What can be done to avoid conflicts regarding rent- and contract conditions?
5. How can the approach to avoid conflicts regarding rent- and contract conditions be accomplished?

Through exploring these questions step by step, more information is provided to be able to answer the subquestions. The answer to the first subquestion is needed to provide a definition to fair conditions to make it more explicit and tangible and is done in chapter 1.5. Additionally, the second subquestion aims to provide a definition and an overview of the current legal framework. This subquestion is the focus for- and is answered in chapter 4. The third subquestion is an analytical part of the research aiming to understand what the roots of conflicts are and is represented in chapter 5. Additionally, chapter 5 elaborates on the legal reference of these conflicts using the information of the previous chapter and subquestion. The fourth subquestion investigates possible instruments that can be used to mitigate the conflicts as followed from the previous subquestion. This is investigated and answered in chapter 6. The last subquestion is a practical analysis where implications of the possible instruments are analysed and stakeholders are interviewed to reflect on the problem and possible instruments for improvement. This is embedded and answered in the findings of chapter 6. Together these subquestions form the structure of this thesis and cumulatively work towards answering the main research question in the conclusion chapter of this thesis.

1.4 | GOALS AND OBJECTIVES

To define what this thesis aims to do different goals and objectives are formulated. The objectives are the research that is done and the desired outcomes thereof. The goal of this thesis then is described as to what the essence of the research is.

The first objective is to improve the fairness of rent- and contract conditions. This is done by first elaborating on what fairness is and later what can be done to improve the fairness of the conditions. The definition of fairness is elaborated on in chapter 1.5 and the definition is continued in chapter 4. Currently, conditions that are unfair are being used and this problem needs more attention. The objective is to have an explicit meaning of what is and is not allowed to determine if conditions are fair and test conditions against this definition of fairness. This provides an answer to the first research question. In addition, the information adds accessible knowledge towards rent- and contract conditions to be used by different stakeholders to educate themselves on this subject.

The second objective is to analyse contracts and conflicts to improve their conditions and this analysis is done in chapter 5. Looking for contracts and conflicts and categorising their conditions results in an overarching view on the problem to be able to analyse where the critical points are. This is an overview of the current conflicts and leads to an answer of the third research question. These are the starting points for improvements and are taken into consideration for possible instruments in chapter 6.

The third objective is to find, define and analyse possible instruments for improvement. This is the focus in chapter 6. Through different methods of research possible instruments are found. These instruments are then looked into and analysed to determine what issue they focus on, what their implications are and whether they are feasible. The goal is to have an overview of the possible instruments, their impact and feasibility relating to the last two subquestions.

The goal of this research is to explore what can be done to increase fairness in rent- and contract conditions. The outcomes can be used by different stakeholders as municipalities, tenants, landlords, intermediairs and other interested parties to have a better understanding of what is and is not allowed when it comes to these conditions and agreements and how to improve the current conditions. The knowledge of this research is used to improve the knowledge on the topic and to help the stakeholders to be informed to mitigate conflicts before they occur as well as it provides preventive instruments to be implemented to tackle and improve the situation regarding unfairness in rent- and contract conditions.

1.5 | FAIR CONDITIONS

In subchapter 1.2 the rent- and contract conditions have been discussed. In this subchapter unfairness, strange conditions and responsibilities are discussed, however it leaves the question of what are fair conditions? To be able to answer this question an explicit meaning is given to fairness using measurable and determinable conditions.

To start off, the law defines what is and is not allowed for rent- and contract conditions. This is taken as the basic principle to determine what is and is not explicitly allowed and thus considered fair by the law. It is important to state that laws work with a certain hierarchy. The rental agreement cannot contain conditions that deviate from higher legal conditions to the detriment of the tenant, like regional, national and international law. The legal details will be discussed later in chapter 4, yet this subchapter mentions the relevance. Important is that conditions are accessible and determinable (chapter 4.2). In principle, there are plenty of laws stating what is and is not allowed in terms of lease contracts. Moreover, the problem is the execution of these laws. As Huisman (2020) mentioned in her thesis the non-enforcement of regulations is one of the three processes that lead to precarisation and stress amongst tenants. In addition, tenants are less likely to address their contract conditions as they are happy to even have something in the current housing market (Companen, 2021). However, this does not make it just to impose any rules on the tenants by landlords, there is still the principle of legality. This legality principle defines what is and is not allowed, and thus fair or not, and rent- and contract conditions should adhere to that.

Additionally, through different media the issue of fairness is addressed. Not only do websites and fora discuss common conditions and conflicts, but there are rental teams in several municipalities and pilots are launched in eight municipalities (Rijksoverheid, n.d.e). These pilots and rental teams aim to decrease the excesses in the housing market and in extension improve fairness. This thesis includes these initiatives and builds onto them for a holistic view on the problems, the legal framework, possible instruments and implications.

The websites and fora are often organised by ‘regular people’ who have a question or who have similar problems and want to help other people by providing an open platform for information and experience sharing. A simple google search will bring you there. A more professional step is websites or posts from organisations that are involved in housing. Websites such as huurwoningen.nl (n.d.) and NVM (n.d.) have blogs about common conditions and what is allowed. The question is often regarding the legal substantiation of conflicts and what is fair regarding the law. Other questions about fairness are more of a moral discussion with arguments from both sides. Interesting is that professional organisations address that contract conditions like smoking and allowing pets can be included in a contract, however they also mention that the enforcement of it in practice can be tough as there is no legal substantiation for these conditions (van der Vegt, n.d.a; b; NVM, n.d.b; Woonbond, 2021a). This seems like a paradox as they promote a living standard that cannot be expected to be demanded by the landlord. This is considered a grey area as the conditions are allowed to be included, yet have no legal substantiation to be enforced. Another initiative is that Woonbond (2021c) has launched a lease-contract check on their website. The online lease-contract check goes through the most common problems in leases. Members of the Woonbond can send their contract through the tool and it is checked by Woonbond’s legal department. This can be a useful tool for tenants registered at the Woonbond. Another example is from rent teams who provide legal assistance, like in Utrecht (Huurteam, 2022). On their websites they have a page for questions about common problems and their answers or advice. All these examples work on

providing information for when a problem already exists, however in this thesis I would like to add onto that information by providing tools for prevention of the problems. The aim is to know the information beforehand and use it before entering a lease, prevention is better than cure. To summarise, different media can be helpful and provide information, but it is always wise to consult professionals too. Organisations with expertise in housing can provide the needed information when a conflict arises, however the prevention of the problem is a topic that can be made more explicit and holistic and is added through this thesis.

The rent teams are an initiative from municipalities and are in multiple big cities such as Rotterdam, Tilburg, Nijmegen and several more (Huurteam, 2022; Rijksoverheid, n.d.e). Their goal is to create a fair, free and accessible service for all residents in the municipality and function as the advice centre for all questions about renting for all residents of the municipality (Huurteam Tilburg, 2021). These teams have expertise in the rental housing sector and can provide help when in doubt about a lease or rent condition. This initiative was started in Maastricht and more municipalities are now interested in starting a rent team (Huurteam). When scaling up this initiative tenants of all municipalities and all over the Netherlands could make use of such rent teams in the future. Frequent topics where the rent teams help, according to their websites, are about contracts, rent (price), service costs, maintenance, other costs and the landlord. On the websites general information can be found about the rights of tenants and basic information about the most common topics is provided. The rent teams use the law to determine what is fair and what is and is not allowed (Huurteam Tilburg, 2021). When a topic is relatable or when in doubt about rent- or contract conditions contact can be made with the teams for more detailed and professional help. Thus, rental teams are growing and providing their professional knowledge and in smaller scales their service and assistance to tenants coping with conflicts.

Other initiatives to improve fairness are pilots that are done in different municipalities. As a response to combat excesses in the rental market the Minister of Interior and Kingdom Relations has presented a letter to parliament in November 2018 with an action plan to encourage good landlordship (Minister van Binnenlandse Zaken en Koninkrijksrelaties, 2018). The parties involved made agreements about how to approach discrimination in the housing market, rogue landlordship, wrongly calculated brokerage costs and the role of the tenant. The result was research towards enforcement instruments and was given shape through pilots. The first pilots started in early 2019 in Groningen, Utrecht, Den Haag, Rotterdam and Amsterdam. In 2020 three more pilots started in Tilburg, Schiedam and one more in Utrecht (Woningbeleid, n.d.b). The pilots aim to find out the impact of current instruments and what is needed to improve them to combat the excesses in the housing market. A legislative proposal on good landlordship followed and was proposed in june 2022 (Tweede Kamer, 2022). This law gives municipalities the option of introducing nationally uniform general rules to promote good landlordship. In addition, municipalities are now given the possibility to introduce an area-specific landlord permit to prevent and counter rogue landlordship (Ministerie van Binnenlandse Zaken en Koninkrijksrelaties, 2021). This permit is required for landlords and enables the municipality to keep an eye on the practice of landlords; more on these permits is discussed in chapter 4.5.1. The implication of the implementation of these pilots have led to this new legislation and are a positive step towards better enforcement of fair conditions in the rental sector by the municipalities.

The fairness of conditions must be made explicit to be able to measure and analyse it. This subchapter elaborated on different means that are working with a definition of fairness. Combining them gives a definition and an answer to the first research question:

What are fair rent- and contract conditions?

For this thesis, fair conditions are expressed as conditions that are in adherence with national, international and any other type of law, are accessible and are determinable. A grey area is seen as conditions that are not legal nor illegal and can be included, however have no legal standing when it comes to court and therefore cannot be enforced. Conditions like imposing rules on how to use a dwelling often fall in this grey area. Conflicts in this grey area are elaborated on in chapter 5. To measure the fairness of a lease, common general rules must be known and made explicit to mitigate them leading to conflicts. This role lies with the government and more specifically with municipalities as it is their task to enforce such rules. There are different platforms that provide information regarding fairness or help tenants when in conflicts, such as rent teams. Next to that, other platforms discussed mention how to determine fairness and use a principle of legality to substantiate their case. In addition to that, this thesis focuses on the prevention of conflicts by providing information and tools to prevent rent- and contract conditions that lead to conflicts.

Thus to answer the research question, fair rent- and contract conditions are conditions that are allowed to be included and are in adherence to and substantiated by the law. Unfair conditions are conditions that oppose the law and are substantiated that they are not allowed. Those conditions that are not substantiated by the law in any way are considered the grey area. For these conditions there is no legal substantiation to enforce the conditions, however there is no legal substantiation prohibiting these conditions either.

02 | METHODOLOGY

This chapter explains the research method by elaborating on the methods and instruments used to answer the research question and subquestions as stated in the previous chapter. Research can be done in various ways, therefore this chapter states what methodology is used for this thesis. This chapter discusses the type of study and methods used first. In that subchapter the approach to tackle the research questions is described. After that, the data collection is elaborated on as to what information, sources and means are used and how they contribute to this research. The data analysis subchapter describes how the collected data is used and how to consider them together to deduct to answers of the research questions. Lastly, the elaboration and approach shows an overview of the approach of this research, the methods used, the outcomes and elaborates their role and place in this thesis.

2.1 | TYPE OF STUDY AND METHODS

In his book Bryman (2012) explains about social research methods and describes different methods to do this. For this research a qualitative method is used. This is done through a combination of literature- and document studies in combination with semi-structured interviews. First explorative research is done to create a better understanding of the problem from multiple points of view through literature and document research. This will then be translated into a hypothesis on what possible implications can be. The semi-structured interviews complement this hypothesis aiming to collect data from practice to test the feasibility of the hypothesis as well as welcoming and contributing new ideas.

The explorative research is done through literature and document studies. The range of documents vary from publications and websites by the State as well as different organisations in the field of rent- and contract conditions. This creates a critical viewpoint as it takes different angles into consideration. Documents and literature are reviewed to obtain a better understanding of the problem, what is already in place and what is possible. In doing so, multiple sources are used, analysed and compared to create an overview and answer subquestions 1 and 2 and lay the foundation for answering subquestions 3 and 4.

In addition, semi-structured interviews are used. These interviews intend to discuss the implications of the research upto that point. The questions are focused on the interviewees' view on the problem, their argumentation on the suggested approaches and their willingness to cooperate towards improvement of the problem. Using semi-structured interviews creates the opportunity to discuss certain topics, while remaining open to ideas and interpretations the interviewee presents. The data is both deductive and inductive as it is directly derived from the questions, yet welcomes new information in an open way (Bryman, 2012). The deductive part relates to prepared questions and their expected answers to it. The inductive part consists of unexpected answers or new inputs as well as new ideas or instruments to consider regarding the improvement of rent- and contract conditions. This benefits the research, providing insights from stakeholders with a point of view from practice and adds onto the theoretical part of the research with new ideas or (dis)conformations. The information of the semi-structured interview is used to supplement subquestions 3 and 4 and substantiate subquestion 5.

The legal research in chapter 4 is to provide an overview of what fair rent- and contract conditions are currently defined. This is done through analysing, mainly legal, documents. These documents substantiate the legal framework as an overview of the many legislations that apply. The conflict and contract analysis of chapter 5 is done to determine where the unfairness and conflicts arise. This is then categorised and placed next to the legal framework to determine what can and cannot directly be solved through the current laws. Different documents are used for this analysis in combination with findings from the interviews to find common conflicts. What is not directly solved through law is analysed whether this is a conflict that arose from rent- and contract conditions, and can thus be tackled, or an external factor beyond the scope of this research. After that, in chapter 6 instruments are analysed. These instruments are a combination of initiatives that are currently in progress, supplemented by possible tools and instruments that focus on the categories of conflicts as a result of chapter 5. These instruments are then analysed to determine what the goal and impact is as well as the feasibility. To do this research is done on the different aspects of the instruments in combination with interviews to have opinions of the stakeholders from the practice viewpoint.

Together this explorative research provides data to be able to answer the research questions and the main question of this thesis. The methods used provide different sets of data to analyse and accumulate different viewpoints. The qualitative data consists of documents, literature and interviews from different sources to analyse and compare. In Figure 2.1 an overview is shown of the used methodology and structure.

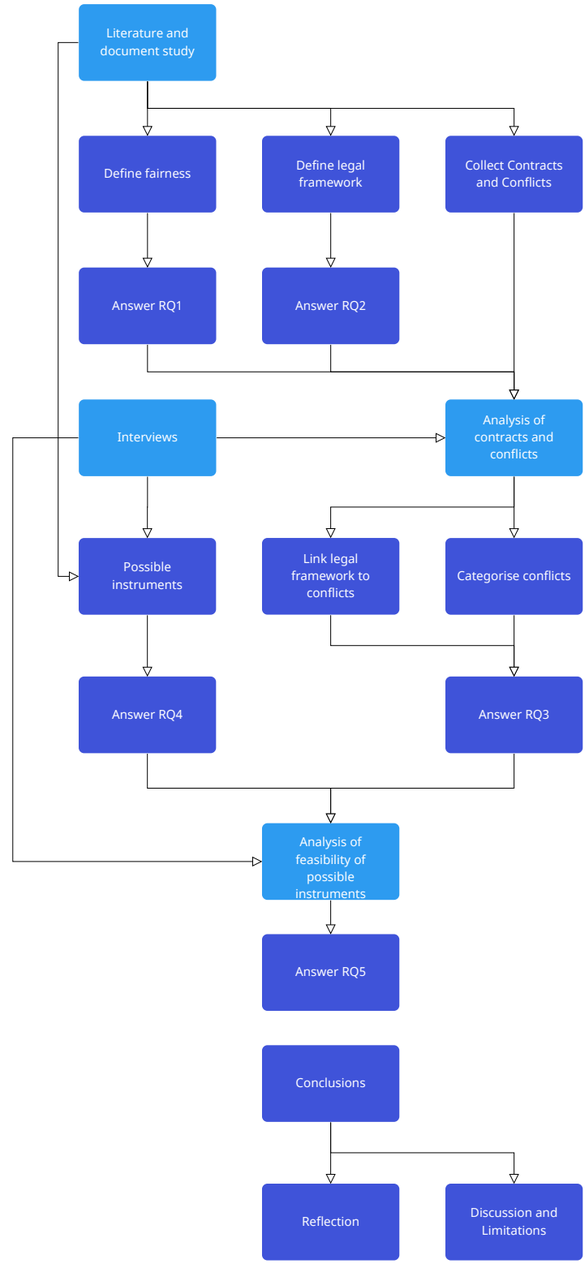

Figure 2.1: Overview Methodology (Author, 2022).

2.2 | DATA COLLECTION

The data collection is mainly through documents, literature and interviews. The first part of this research focuses on the document and literature collection to find as much information as possible on the topics and to answer the sub questions 1 and 2 and form the base for sub questions 3, 4 and 5. The documents consist of (legal) documents, previous research, news items and other possible contributions regarding the subjects at hand. In particular, multiple documents from law, the Woonbond, rent teams, Rijksoverheid and other platforms discussing the topic of this thesis have an important role. After that, data is collected through semi-structured interviews. The interviews are with organisations in the field that are directly linked with rent- and contract conditions. Stakeholders with different backgrounds are interviewed to compare different angles from practice. The list of interviewees is shown in Figure 2.2 in alphabetical order.

Thes interviews provide information about the feasibility of instruments and possible new inputs to be used in subquestions 3, 4 and 5. Next to that, the arguments and input from practice provide a new point of view to be added to the findings of this thesis to supplement the research.

Together the different data is used for the corresponding questions to create a substantiated answer to the question. These answers are data to be used for the answer to the main question and the conclusion of this thesis. Different sources and angles are taken to critically use the data in this research process.

Organisation	Role	Function interviewee
123Wonen (Tilburg) (2x)	Large mediating organisation for small private landlords	Owner
Huurteam (Eindhoven, South Limburg and Tilburg)	Legal assistance for tenants	Founder
MVGM	Large mediating organisation for large landlords/institutions (50+)	Accountmanager
Naber Vastgoedbeheer	Regional mediation organisation all types of tenure	Founder/owner
TBV Wonen	Regional landlord, mainly social housing	Staff member
Woonbond	Organisation to protect tenants interests	Sr. Policy officer

Figure 2.2: List of interviews (Author, 2022).

2.3 | DATA COLLECTION

To analyse the data different approaches are needed. For the analysis of the document and literature research another approach is used compared to the semi-structured interviews.

The literature and documents are analysed on content and on reliability. Different sources must be considered next to each other to remain critical and be able to judge the content. The reliability is important to analyse before using it to determine the expertise of the source. A statement from a person on the street is different then a statement from a professional in the field. Therefore, the sources are judged and compared to other sources to prevent generalisations.

The legal documents that are used to define the legal framework and substantiation is an extensive list of complex sources. Therefore, to use this data a categorisation of the data is made and a legal reference is added to consult the exact legal articles that apply. This is done to make the data more understandable and referencing expertise that is beyond the scope of this research.

Mainly for contract and conflict analysis, yet also for other data, multiple similar sources are used. These sources are analysed before using the data in this research. This approach of first analysing the data generates generics and discrepancies of the data to use. Not all data is information, thus first analysing the data makes it possible to extract the necessary and relevant information to use in this research.

Regarding the semi-structured interviews the interviews are transcribed first, then categorised per question and topic and lastly analysed together. In doing so, the interviews are linked through categorisation and an overview of quotes can be used to analyse the total data per subject. This data is summarised to be used for this research and as a supplement to the information that was found before conducting the interviews. This creates an iterative process where the information flow is constantly improved with new data.

In the end, the combination of the data and analysis leads to conclusions to answer the main research question and form the basis of the final conclusion of this thesis. The different types of data are considered and are analysed according to the type of data and their function within their topics and this research.

2.4 | ELABORATION AND APPROACH

To organise the approach of this research and an elaboration of the methodology and overview is created. This overview is found in Figure 2.3 and provides an elaboration to the subquestions as stated in chapter 1.3 and the method to answer them. The first column states the research questions. The second column provides an elaboration as to what the goal is for that question. The third column describes the method, data and approach that is used to answer that question. The last column elaborates on what the deliverable is and where the answer to the question is found within this thesis. As a whole, this figure shows the methodology of this research by stating the method, data collection, analysis and deliverables per subquestion. At the end the sum of the deliverables lead to the final conclusion and an answer to the main research question.

Question	Elaboration	Approach	Deliverables / Outputs
What are fair rent- and contract conditions?	Defining fairness and how it is made explicit and measurable to be able to determine improvements.	A literature study on fairness, connected with literature on rent- and contract conditions.	A clear definition of fairness in the context of this thesis that is measurable and able to be improved. - Chapter 1.5
What fair rent- and contract conditions are currently legally defined?	An overview of laws and legal documents regarding rent.	A literature and document research on the current rules.	Overview of what can and cannot be demanded in rent- and contract agreements according to the legal framework. - Chapter 4 (4.7)
What conflicts/ unfairness happen(s) most due to rent- and contract agreements?	An inventorisation of conflicts and connection to what legal principle it applies. If they do not apply to any, how come and what is the ground of conflict?	A document study and interviews (with rent teams) on the amount and type of conflicts that occur.	An overview of common conflicts, categorised and linked to the legality principles of the conditions. - Chapter 5 (5.3)
What can be done to avoid conflicts regarding rent- and contract conditions?	Research on possible instruments that can be used and how this is enforced, derived from gaps in current policies.	A literature, policy and document research and interviews on what instruments can be used by different stakeholders.	A list of possible approaches to improve fairness of rent- and contract conditions to be discussed with and supplemented by stakeholders. - Chapter 6 (6.5)
How can the approach to avoid conflicts regarding rent- and contract conditions be accomplished?	Evaluate on the impact the instruments can have on improving fairness. What are the pros and cons of the instruments and what do stakeholders think about it?	This part will be done through evaluation of the data upto that point, supplemented by interviews.	The feasibility of different approaches to improve fairness in rent- and contract conditions. This is analysed directly after an instrument is introduced. - Chapter 6 (6.5)

Figure 2.3: Overview elaboration and approach (Author, 2022).

03 | RESEARCH RANGE

This research aims to provide certain outputs to improve fairness of rent- and contract conditions. This is introduced in chapters 1.4 and 2.4 and this chapter elaborates on that. Chapter 1 of this research is about elaborating on the problem and creating an understanding of it and its possibilities to improve. Chapter 2 elaborates on the methodology and how this research is worked out. This chapter, chapter 3, focuses on what the next steps of the research are and builds onto chapter 2. The aim is to understand how this research can be used. The dissemination and audience describes what can be done and by whom with the outputs of this research. This part explains for whom this thesis is interesting and why. The societal and academic relevance goes into detail about why this research is important, what societal issue is tackled and what this thesis adds to the academic field of this topic. At the end, this chapter provides an indication of the range and implications of this research and its outcomes.

3.1 | DISSEMINATION AND AUDIENCES

This research is written as a graduation research and on top of that to contribute to the social and academic knowledge of the conditions in the rental housing sector.

Therefore this research is interesting first to the people directly involved in this research process. These people are me, my mentors, the interviewees and other people who contributed to the research process.

Next to that, this thesis is interesting for researchers and directly involved parties of this topic. These involved parties include the government, landlords, tenants, intermediairs and other stakeholders directly linked to leasing in the housing sector.

In addition, this research aims to contribute to a solution for the current problem and tensions regarding unfair rent- and contract conditions. In doing so, this research is interesting for the different stakeholders as mentioned in the research. Political, juridic and social organisations can use this research and its outcomes to implement and adopt in practice. Further research is possible and required into this topic as this thesis has a specific scope within the totality of the larger problem in the rental segment. Chapter 7.2 and 8 elaborate on recommendations, a discussion and limitations of this thesis.

3.2 | SOCIETAL AND ACADEMIC RELEVANCE

To investigate the impact of this thesis the social and academic relevance are discussed. This shows the range, scope and the use of these aspects within this research to define the aim, the targeted impact and the relevance of the research topic in respect to the social and academic field.

3.2.1 Societal Relevance

As mentioned in the problem statement the housing market in the Netherlands is under a lot of pressure at the moment. In addition, the problem of rent- and contract conditions have received media attention through different scales. This, and other factors, show that there is a problem that is recognised by the dutch people.

However, as the legal framework is a complex matter and there are only a few people specialised in tenancy law, the knowledge regarding rent- and contract conditions is complex and limited for most tenants. Therefore, this thesis aims to provide a legal framework that contributes to the knowledge of tenants to make it more accessible and to provide the means to consult the proper professionals for help when in need.

Next to the fact that people are aware of the problem, the topic of this research includes the aspect of fairness. There are rent- and contract conditions that are not in line with the law and exploit tenants, treating tenants unfair. Therefore, doing research and investigating the problem of unfairness contributes to the social aspect of treating tenants right. Initiatives regarding this problem are already happening, like the rent-contract check (Woonbond n.d.c) and pilots of municipalities, aiming to tackle the conflicts that arise. However, this research adds onto that information by embracing the current initiatives and focussing more on the prevention of the problem rather than solving the effects.

Together the awareness and the fairness show societal relevance as this thesis aims to address a problem that receives attention in society and investigates the social aspect of fairness. The aim is to focus on prevention rather than cure by embracing current knowledge and investigating what societal changes can mitigate future conflicts and by providing means to use when in conflict.

3.2.2 Academic Relevance

The topic of rent- and contract conditions is not new and there is a large amount of information about it. This thesis uses current information - like laws, initiatives, publications and pilots - to analyse and define the framework of the problem. This information is translated to the literature and document studies of this thesis, supplemented by analysis and synthesis.

In addition, similar information is used to analyse conflicts, contracts and instruments elaborating on current knowledge. The focus in this thesis lies in the prevention rather than the cure and therefore this research adds onto the academic knowledge as it looks from a different angle, embracing current knowledge. The knowledge known in the academic field is used and reflected on to implement it and add new information to the academic field. In that sense, this research uses the current academic information to add onto it and to analyse different viewpoints.

There is a need for knowledge, clarity and enforcement of rent- and contract conditions and this thesis tackles that. The aim is to make a legal framework and provide an holistic view on the problems to provide a focussed solution. In that perspective, this research can be used for further academic research, as is discussed in chapter 7.2.

Thus, the academic relevance of this thesis is through using current knowledge, analysing it and supplementing it by using different points of view and making conclusions mainly aimed at the prevention of conflicts rather than only curing it and by providing means to use when in conflict.

04 | LEGAL ANALYSIS

The following chapter takes a closer look at the legal analysis. This analysis leads to a definition of the legal framework and aims to answer the second research question:

What fair rent- and contract conditions are currently legally defined?

The approach is an extensive analysis of the legal framework that is currently defined. First legal documents are studied to determine what conditions are connected to rent- and contract conditions. This is done through the website wetten.nl where all Dutch legal documents are found and are up-to-date. This makes sure that all the conditions are still valid at the moment of research. After analysis of the documents, their references and supplements from other sources for additional information where needed, a categorisation of conditions is made. This categorisation is explained in chapter 4.1. This categorisation makes all conditions relatable to a legal framework that is used for the further chapters of this thesis. In the following subchapters the categories are worked out with their relevant conditions. These conditions are a result of the analysing process and are integrated in the narrative of the chapter. As this is not a legal thesis, the implications of the conditions are explained and their substantiation is given in relation to this research topic, yet not dissected. More detailed information and uses of the legal framework is beyond the scope of this research and is left to legal experts and suitable organisations. The implications of the conditions are used to create the legal framework per category and topic thereof to use and consult for determining what fair rent- and contract conditions are currently legally defined.

4.1 | INTRODUCTION

As stated in the previous chapters, there is a challenge when it comes to lease conditions in the Dutch rental housing sector. The societal and academic relevance is clear from the attention this topic receives in the media. To find out what is and is not permitted this subchapter will shed a light on the legal framework concerning lease conditions for housing.

“Rent is the agreement where one party, the landlord, undertakes to provide the other party, the tenant, with an item or part thereof for use and the tenant undertakes to provide compensation” (BW7:201.1*). In order to protect both the tenants and the landlords there are rules when it comes to such agreements. When dissecting leases and laws they can be organised in different ways. In this thesis an overview is made to categorise different parts of a lease, their legal substantiation and additions to leases. In this subchapter that is done through adding laws regarding the topic at hand to create a legal framework of that topic.

Figure 4.1 below illustrates an overview of what conditions are involved when it comes to lease agreements. The categories are created based on common leases and through extensive research done on legal documents to depict the main topics of a lease. The subchapters in terms reflect these main topics and continue into subtopics and further details. The first category is standard information. This category elaborates on the basic requirements that must be present in all lease agreements. A second category is the type of contract. There are different types of contracts that require certain conditions specifically for that type of contract. The next category is price. This category reflects the decisions when it comes to allowed prices that can be asked in a lease and based on what grounds. Then there is a category for municipal policies. These policies can deviate per region, however this category describes the main documents of municipalities and what the municipality can do when it comes to lease conditions. Additionally, there is a category for other legislations. In this category laws are described that do not always apply or suit one particular topic, yet are relevant when it comes to lease conditions. The last category that is discussed is legal documents and their additional conditions. There are conditions defined in the legal documents that do not fit in one of the main categories of this chapter, yet are relevant for rent- and contract conditions. Those are stated in this subchapter. As a summary overviews are created that depict the legal framework of rent- and contract conditions.

The following chapter tackles these categories in more detail. This is done mainly through using legal documents made available online through wetten.nl (2022) and an analysis of several standard contracts (ROZ, Aedis, Woonbond, ...) with an addition of several other sources. Comparing the laws and the leases lead to an analysis of the lease conditions with substantiation to what is fair according to regulations.

*Note: This thesis will describe several laws and law books. In practice referencing laws is often done in abbreviations and therefore this will also be done in this thesis. An example: BW7:215.6, where BW means Civil Code (Dutch: Burgerlijk Wetboek), 7 refers to what book, 215 to the article and 6 to the paragraph of that article.

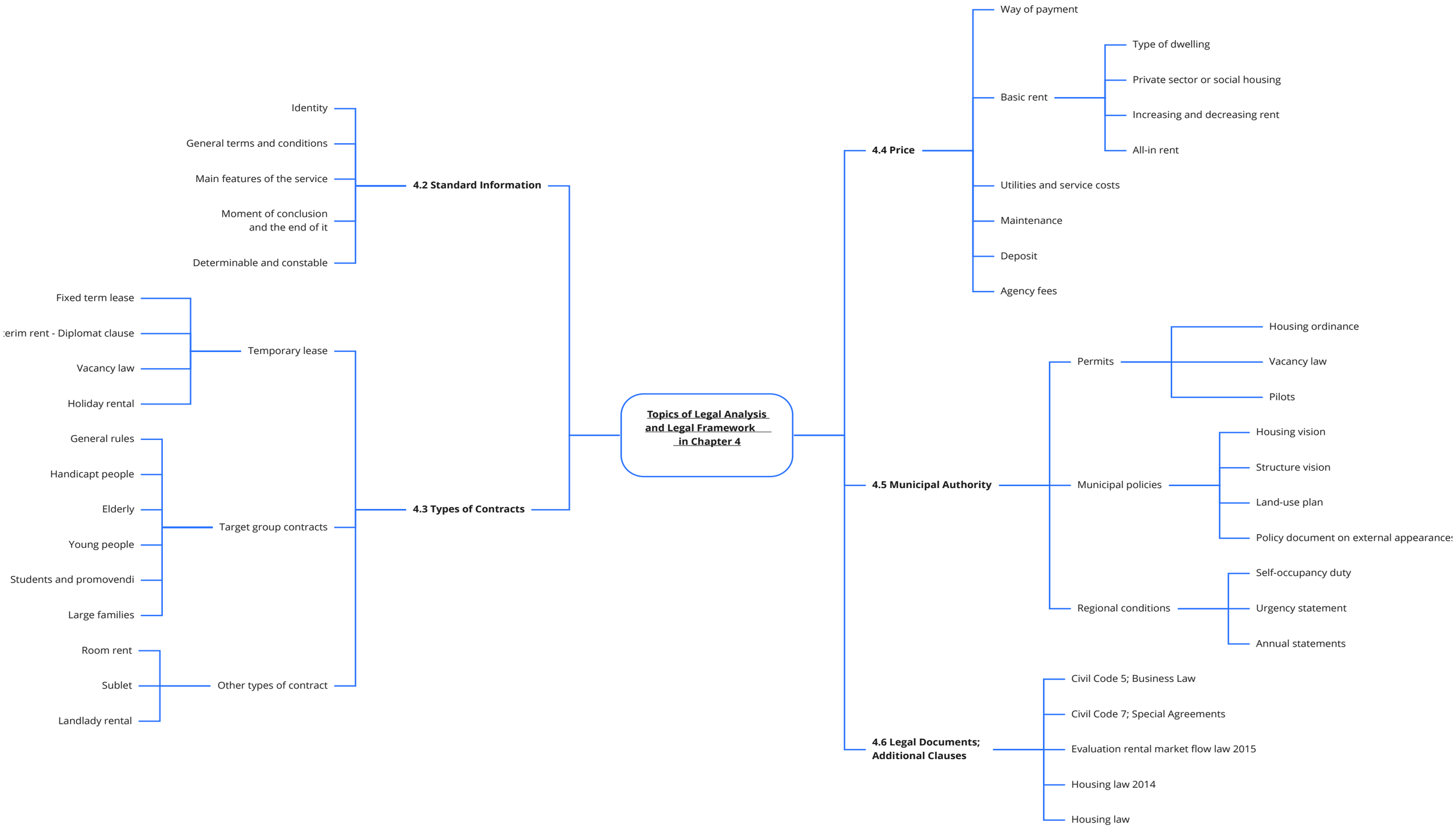

Figure 4.1: Categories of lease conditions (Author, 2022).

4.2 | STANDARD INFORMATION

In every contract basic information is needed. This is to make sure that the required information is present in every legal document and to protect all parties. There are multiple types of contracts, however particular information is embedded in every lease. The different types of contracts are described in chapter 4.3. What basic information is needed for leases based on the law is explained in this subchapter. This subchapter is the first of the legal framework of this chapter as seen in Figure 4.2.

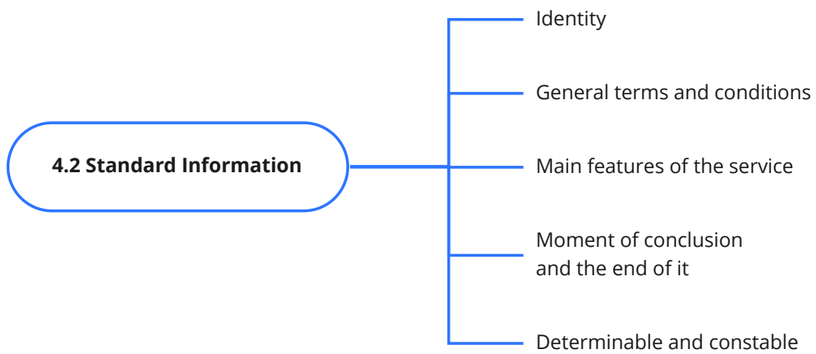

Figure 4.2: Standard information (Author, 2022).

A lease is a type of commitment, so to understand what the legal foundation is the Civil Code Book 6 (Dutch: Burgerlijk Wetboek) applies regarding Law of Obligations (Dutch: Verbintenissenrecht). This lawbook describes in detail the conditions when it comes to agreements and obligations. According to BW6:4: **"The legal provisions regarding obligations apply mutatis mutandis to natural obligations, unless the law or its purport entails that a provision may not apply to an unenforceable obligation."**, meaning that every obligation is connected to and must adhere to the law. A lease is an obligation that can be considered as a service and must therefore adhere to the corresponding laws. In this case, the landlord provides a dwelling as a service to the tenant. The standard information that is required for the service provider, in this context the landlord, to provide can be found in BW6:230a upto BW6:230f and is listed below. These items are elaborated on afterwards. In addition, these articles and paragraphs are supported by European law: Directive 2006/123/EC of the European Parliament and the Council of the European Union of 12 December 2006 on services in the internal market (PbEU L 376).

- Identity landlord (Full name);
- Address landlord;
- If a permit is required: address information of the competent authority or central counter and permit details;
- General terms and conditions and provisions that the service provider uses;
- The possible existence of contractual provisions applied by the service provider regarding the law applicable to the contract or the competent court;
- The price of the service and when and how the amount is paid;
  - » This will be elaborated on in chapter 4.4;
- The main features of the service;
  - Address of the dwelling;
  - Description of the dwelling in word and/or picture;
- The deposit details, amount and conditions;
  - » Elaborated on in chapter 4.4.

In addition to this information, department 2 of BW6 describes how to come to an agreement or obligation. Most articles relate to the process and at what point an obligation is reached or not, however it also states information supplementing the above mentioned basic information. This information is listed below and pleads that a lease must contain:

- Identity client (in this context the tenant);
- The moment of conclusion of the agreement (date);
- End of the agreement (date);
- The commitments that the parties undertake must be determinable;
  - » For example with signatures;
- Obligation can be consulted by the parties;
  - » For example with copies for each party;
- An acceptance that deviates from the offer is considered a new offer and a rejection of the
- original one.

With this information, the foundation of a lease can be made. The basic information according to the law provides a starting point for a lease with a minimum of information of the service to be able to determine contractual value. However, there are a few points that require elaboration as to what is meant with the bullet point and how this relates to the lease. This will be done in the following paragraphs. Next to this subchapter, the other subchapters will add onto the information of this subchapter as to what conditions need to be added in a lease, considering the topic of that particular subchapter.

4.2.1 Identity

With identity is meant: the required information to establish who that person is. This includes the full name, as in any legal document, date of birth, birthplace or other personal information. An important note is that no personal information can be asked that can be linked to discrimination according to the dutch constitution and that information regarding living standards cannot be asked, this is protected by the constitution regarding discrimination. Radar (2018) did research on discrimination on the housing market which led to a debate in the national government (Rijksoverheid, 2021b) regarding this topic. This depicts the importance to stress that a landlord is not allowed to ask for all information of a tenant and in terms the tenant is not obligated to answer personal questions. Examples of topics that do not establish identity and are therefore not permitted to ask are: sexuality, race, daily routines, pets, personal history etcetera.

The address of the landlord is required for communication purposes and can be of an individual or organisation depending on the situation. This address can also include email or phone number, yet is not required. This might also apply to the tenant, however as the address is already part of the lease more information is not required for correspondence.
So, identity is only considered to be that information to establish who the parties are and does not include any personal information. This information is solely needed to determine and check who enters into a contract and how to communicate.

4.2.2 General terms and conditions

This part includes the rules to adhere to when using the service, in this case the dwelling. When it comes to these rules it is important to note that there are legal boundaries to what extent these

terms and conditions are enforceable. An example of general terms and conditions is made bij the ROZ (2017) and is added in the appendix 1. This appendix includes common clauses that adhere to the law and often refer to what law. The extent of legal documents will also be elaborated on later in the following subchapters, for now it is important to note that there are general terms and conditions in every contract that can refer to house rules (when sharing one or more space) or are basic clauses that adhere in most contracts (like the ROZ 2017 model contract). They can either be derived from cohabitation, like in a flat, or from the organisation providing the lease and tend to describe the conditions of the dwelling, how to use services and how to deal with neighbours.

4.2.3 The main features of the service

To elaborate on the service that is provided details are needed. Starting with the address, and if applicable what part of it, is a beginning point. In addition, a description of the service is added (BW7:224). This may include the rooms, surface area, outside area and similar information. The state of the dwelling is another important aspect. It is common for leases to include a condition where the dwelling should be delivered at the end of the lease in the same state as it was received (BW7:216). This can either be done by means of words, but pictures provide a better alternative and it provides proof of the state of delivery. If information is lacking, this is the responsibility of the landlord and it is up to them to prove that the end state deviates from the state the tenant received it (BW7:224). If the state of the dwelling is inadequate as a result of the tenant, the tenant is responsible to fix this or pay for the costs to do so (BW7:216). This might be done by withholding (part of) the deposit, as is elaborated on in chapter 4.4.5. When it comes to features of shared spaces BW5:111 regarding apartments provides additional information of what features are for the purpose of the dwelling. More on service and maintenance is described in chapter 4.4.

To sum up, the main features of the service (dwelling) should always be present in a lease to have a clear understanding of what is included in the lease and in what condition it is. This provides clarity and protection for all parties of what is to be expected.

4.2.4 The moment of conclusion of the agreement and termination

The contract can be signed at a different time then when the service will start. Therefore it is important to state the date the service will start. This mitigates the problem of an overlap where someone else is currently enjoying the service until the transfer. The end of the agreement is therefore important to mention. Different types of contract can lead to different terms on which a lease can end. This will be elaborated on in the next chapter 4.3. In any case, a lease should always include the starting date and the agreed termination agreement.

4.2.5 Commitment must be determinable and accessible

Making sure that the parties are in agreement must be determinable. This can be done with a signed contract with a signature of all parties. A signature validates that the parties have read, understood and accepted the lease. Additionally, this should be consultable to prove that an agreement has been reached. This can be done with a (digital) copy that shows all information of the agreement and proof of commitment of all parties. Commonly, this is done with a signed copy that all parties receive. Having initials or a signature on all pages of the lease and having a copy of the lease make the commitment determinable and accessible as it can be consulted at any time by any party and proves that all information was known at the moment of conclusion.

4.2.6 Conclusion

All in all, the basics of a lease can be linked to laws of providing a service. Several conditions need to be embedded in a lease to have legal ground for the protection of all parties. There are conditions that stand on their own, however there are also conditions that require more elaboration. The next subchapters will provide this elaboration and add onto the current information. For this subchapter it is important to note that the basic information of a lease should be present in every lease and is likely to be similar. The lease should include information regarding the identity, general terms and conditions, main features of the service and compensation details, the moment of conclusion and the end of the agreement and the lease must be determinable and accessible. Additionally, any necessary (legal) documents like permits should be included and references in the lease. All this information together forms the basis of a lease with legal standing with proper information as to what is included in the agreement with protection for all parties by the law.

4.3 | TYPE OF CONTRACTS

Contracts exist in different forms and types and the same applies to leases. The lease should be suited for the specific service it provides. The dutch government has implemented different types of permitted leases suited for specific situations. The period of the lease agreement is important and in addition leases are present that are suited for target groups, guaranteeing their position in the market (Rijksoverheid, n.d.aa; Rijksoverheid, n.d.y). This subchapter will discuss the different types of contracts and what their implications are and is the second topic of the legal framework of this chapter as seen in Figure 4.3.

First, a split can be made between a temporary contract and an indefinite contract. BW7:228 describes the two as: **"1 A lease entered into for a definite period of time ends, without notice being required, when that time has elapsed. 2 A lease entered into for an indefinite period of time or extended for an indefinite period of time ends by notice."** In case the tenant retains the use of the rented property at the end of a rental agreement the agreement will be extended indefinitely (BW7:230). This requires the landlord's consent and is invalid if there is evidence of a different intention.

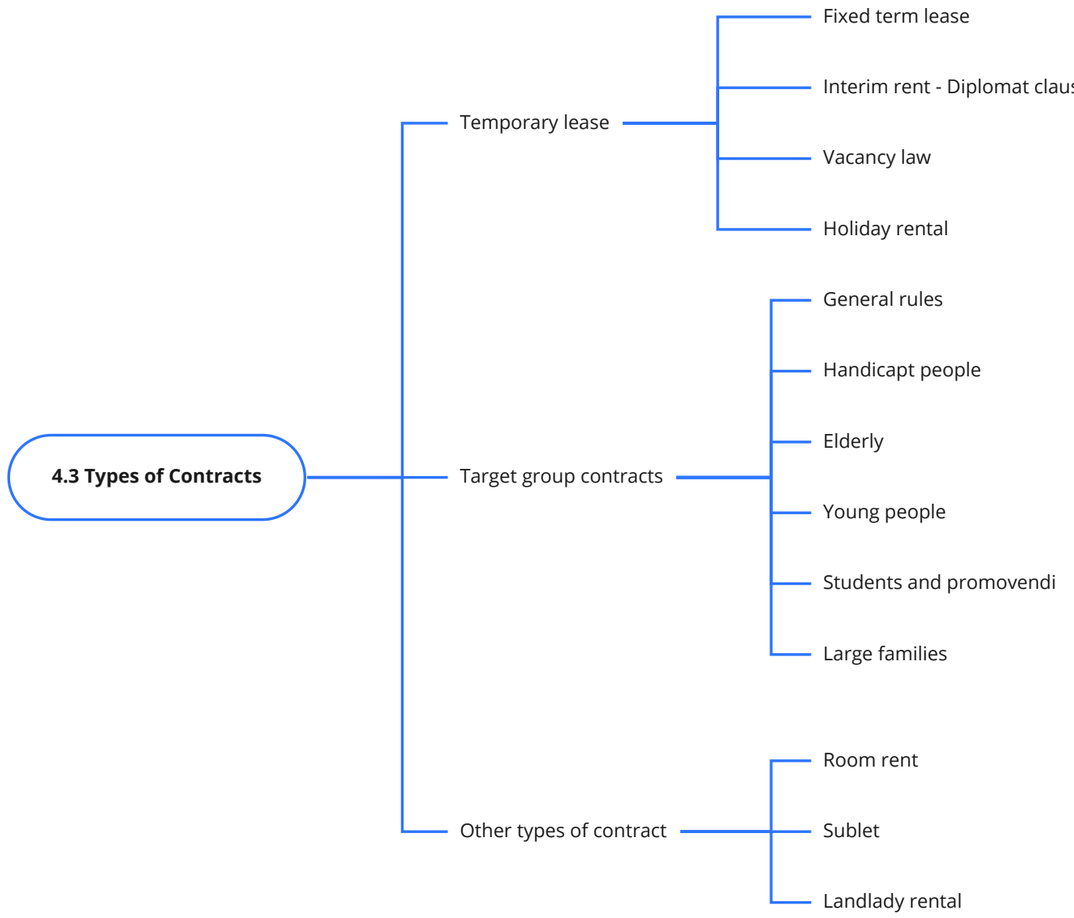

Figure 4.3: Types of Contracts (Author, 2022).

Second, the type of dwelling and amount of tenants are important. For an independent dwelling there are different conditions compared to a dependent dwelling. An independent dwelling is considered to be a dwelling which has its own access and which the resident can occupy without being dependent on essential facilities outside of that dwelling (BW7:234). In terms, a dependent dwelling does not need to have these requirements. Most dependent dwellings therefore share different facilities, like a bathroom or kitchen, and a front door. This is also discussed further on in this subchapter.

Now that distinctions for different kinds of leases are clear this subchapter elaborates on the specific types of leases. This is done through first explaining about temporary leases (Dutch: tijdelijk huurcontract) and its applications. Afterwards target group contracts are explained as to what the target group is and what special conditions apply. Lastly, other specific types of contract worth mentioning are brought to light. The conclusion summarises the main implications of where to pay attention to when it comes to different types of leases.

4.3.1 Temporary lease

A temporary lease is a lease with a fixed period of time. There are multiple scenarios where this is possible. This can either be a generic fixed-term lease, interim rent also known as the diplomat clause, subleasing, through the vacancy law, holiday rental or by means of landlady rental. These temporary leases are dissected in the following paragraphs, explaining what it means and what implications and conditions are implied.

Fixed-term lease

It is possible to have a lease for a fixed period of time, also known as a fixed term lease or temporary lease. This can be a maximum period of 2 years for independent dwellings, not belonging to social housing, and 5 years for dependent homes (BW7:271). After this period of time the tenure ends automatically if the landlord gives adequate notice in advance, they cannot end the lease before the end of the agreed term. This notice should be done with a minimum of 1 month and a maximum of 3 months before the agreed period ends according to the lease (BW7:271). The tenant on the other hand can end the lease before the agreed period expires by giving notice of at least one month in advance or one term of payment (BW7:271). In case of a new contract between the same parties or after the agreed period has ended and tenure is not terminated by both parties the lease is transferred to a lease for an undefined period (Dutch: huurcontract voor onbepaalde tijd).

In short, a fixed term lease is entered into for a predetermined period of time. The lease can be terminated before the end of that period only by the tenant with a notice of at least one month or one term of payment. For the landlord the lease can be terminated at the end of the leasing period when giving proper notice between one and three months before the lease ends. If there is no intent to terminate the lease at the end of the agreed period, the lease is extended automatically to an indefinite lease.

Interim rent - diplomat clause

When an owner of a house is somewhere else for a certain period of time, the house can be temporarily leased out. This is called interim rent and is also known as the diplomat clause (Rijksoverheid, 2022, Hielkema&co, 2016). There can be numerous reasons for this temporary

absence, like studies, work and vacation, and what is important to take into account is that the tenant has to move out when the owner returns (Rijksoverheid, 2022). To support this, there are rules regarding how this takes shape. This interim rent agreement is part of a lease referred to in BW7:274.1.b and BW7:274.2. These articles state that the lease is for a determined period of time and ends after that period has passed. This period can be extended with mutual agreement with a new determined period of time before the previous period has passed, for example if the owner is away for a longer period of time. These articles add that grounds for termination must be embedded in the lease and that if the landlord wants to occupy the house itself they are eligible to do so, or if the landlord towards whom a previous tenant has acquired the right to occupy the house again, wants to give this tenant the opportunity to do so (BW7:274.2.a). This means that the owner has legal grounds to terminate the lease at the end of the agreed period. The new Rental market flow law 2015 increases the possibilities of interim rent. This law makes it possible to have multiple interim rent periods after each other or to extend the agreed period of time with a new determined period of time.

To summarise, interim rent is a way to lease your dwelling for a certain period of time that the dwelling is not being used. For interim rent it is important to clearly state the ending of the agreed period and to adhere to the conditions of BW7 as mentioned. It is important to state this period of time, yet it can be extended with mutual agreement for a new fixed period of time, and after that period has passed, the owner can reoccupy the house. If in any case the owner needs the dwelling earlier than expected, they have the right to do so with given notice.

Leasing with the Vacancy law

The Vacancy law resulted from the desire to lay down rules to combat unjustified vacancy of dwellings and other buildings (Vacancy law, 2022). In this sense vacancy is defined as: “not being in use of a business or personal right as well as use that has the apparent purport to impair the operation of this law” (Lw:1).

In the event that a building becomes vacant it is possible, under defined conditions, to lease the building or a part of it. To be able to do this, there is a duty to report the vacancy to the municipality and a permit is required. Chapter 4.5 describes the permits in more detail, what periods for tenure are possible and on what grounds a permit is granted. The municipality has a clear overview of the vacant buildings and which are leased out because of the required reports and permits (Lw:3). After a building is reported to be vacant, the municipal council will determine if the building, or part of it, is suitable for tenure (Lw:4). Articles 5 upto 7 of this law determine in what state the building should be and that it is required to report the tenant when the building is in use. In regard to the rent- and contract conditions, the Vacancy law mentions particular deviations that adhere to the lease. Article 15 (Lw) states that the articles 206 paragraph 3, 232, 242, 269 paragraph 1 and 2, 270, 271 paragraphs 4 upto 8, 272 upto 277, 278 paragraphs 1 and 2 en 281 of Book 7 of the Civil Code are not applicable when leasing by means of the Vacancy law. These articles are mainly about the state of the house and that minor defaults are not required to be fixed and the termination of the contract. The minor defaults are mentioned as not enforceable through the Vacancy law as the nature of the lease is temporary and in case of renovation and demolition of the building not all defaults might be worth improving as they are part of the upcoming plans. However, the state of the building must always be safe and habitable. The other articles that are not applicable are in regard to the termination of the contract and are described in chapter 4.5 in more detail. Next to the deviation of the above-mentioned articles, the price is set by the municipality on the basis of the Rental prices implementation law (Lw:16.10). The price can be lower than the determined rent, however is not allowed to be higher. The service costs are excluded from this price and need to be rational and supported by statements as is described in chapter 4.4.

So when it comes to the rent- and contract conditions for the Vacancy law, there are in fact conditions that need to be considered. These conditions are asked upon because this leasing type deviates from the standard of leasing and therefore requires more detailed conditions to suit the situation that need to be included in the contracts. To be eligible for a lease through the vacancy law a permit is needed and the building should be assessed and approved by the municipality. Due to the different nature of the object several conditions that adhere to normal tenure do not apply, however the dwelling must always be safe and habitable for the tenant.

Holiday rental

It is possible to rent a room for a few days without having to stay at a hotel. This is called holiday rental and it means that a room or dwelling is rented to tourists for one or more nights (Rijksoverheid, 2020). Websites that provide this service are known and can easily be found online. However, there are conditions that need to be taken into account to be able to do this. The housing law 2014 explains in title 4 §1a the rules for tourist accomodation rental. Hw:23a.1 states that: **“it is prohibited to rent a residential space belonging to a residential category designated by the municipal council in the housing bye-law and located in an area designated in that ordinance with a view to preserving, compiling the residential stock or to preserve the liveability of the residential environment”**. To guarantee this, a registration number is required to be able to offer residential accommodation for tourist rental. This registration number can be acquired at the municipal council, who then tests if the application is in line with their policies, if the location permits it or if an exception can be made for the application (Hw:23c). One of the conditions that is paired with the permit/registration number is the maximum number of nights that tenure is allowed (Hw:23b). It is the responsibility of the landlord to inform the municipality when tenure is given and for how long and additionally when the maximum number of nights is reached within a calendar year the house can longer be rented out that year (Hw:23b; Hw:23e). A new year resets the number and rent is possible again upto the allowed number of nights. For every night that a house is rented for tourism tax is paid to the municipality by the landlord (Hw23f). This is done as the tenant is not registered in the municipality as a resident and is only there for a temporary period. This makes that this type of tenure differs from the other types that have been discussed and is not only for a temporary period of time, but additionally the tenant will not register the address as the place where they live and is only considered to be a tourist stay. Therefore a lease is not required and the tourist and landlord enter an agreement for a short period of time, often only a matter of nights. Municipalities might have additional conditions to take into account which might affect whether or not a permit will be given, therefore it is always wise to consult local legislation.

All in all, for holiday rental a room or dwelling is rented out for a matter of nights rather than a longer period of time. The person who enjoys the service is not seen as a tenant, but as a tourist as they do not change their address and take use of the service as a tourist. The tourist therefore enters into an agreement, yet not a lease. For the landlord to be eligible for holiday rental more requirements are needed. The landlord needs a permit from the municipality stating what is rented and how many nights a year this is allowed. Before the permit is granted the municipality tests it

against their policies if the application is eligible. In addition, the landlords should pay tax to the municipality as a result that the tourist does not pay municipal taxes during their stay. Additional municipal policies might imply more conditions for the landlord depending on the location.

Conclusion
In conclusion, for all types of temporary leases it is important to take into account the specific conditions that apply and to have this determinable and accessible in the lease, as is stressed in chapter 4.2.5. There are different types of leases suited to particular situations, therefore it is important to consider what specific conditions apply for the particular type of lease.

4.3.2 Target group contracts
In 2016 new types of temporary rent agreements were introduced by the regulations of the Minister for Housing and Civil Service on 21 June 2016 (Staatscourant, 2016). This resulted in changes for the Housing law (Woningwet), Decree on admitted institutions for public housing 2015 (Besluit toegelaten instellingen volkshuisvesting 2015) and the Civil codes (Burgerlijk Wetboeken). One of these implications concerns target groups that are now protected by law in respect to the rental housing market. The different target groups are listed and elaborated on in this subchapter, explaining what is included in this protection and what conditions apply in those cases.

General rules for target groups
A dwelling can be assigned to a specific target group. Once that happens, the dwelling must stay available for that target group, also when the tenant changes (Rijksoverheid, n.d.y). In other words, if tenure changes the new tenant should also fit within the target group to be eligible for tenure. There is a process where the assigned target group can be mitigated or changed, however this is a legal process that will not be considered in this thesis.

The termination of a contract can be done by either tenant or landlord. If the tenant wishes to terminate the contract they can do so by informing the landlord at least 1 month in advance and a maximum of 3 months, also depending on the payment term that is agreed upon. This can be found in **department 4. The transfer of the lease upon transfer of the leased property and the termination of the lease of Civil Code 7**. Additionally the other articles in this department apply for target group contracts. When the landlord wishes to terminate the contract they can do so if the tenant no longer fits the target group criteria, taking into consideration the normal rules for termination of a lease. This applies for all target groups, except for young people as is explained later.

Handicapt people
Handicapt people that need a dwelling suited to their handicap cannot live in any home. Adjustments are needed for them to be able to fully enjoy and use a dwelling. A handicapt person is considered as such when a person who experiences demonstrable limitations as a result of illness or infirmity (BW7:274a). An independent home is assigned to the target group of handicapt people if the home either already was equipped and intended for occupancy by a handicapt person when it was built, or after construction has been adapted, with financial support on the basis of a statutory regulation, for the purpose of occupancy by a handicapt person (BW7:274a). This means that a dwelling is either built for the purpose of housing handicapt people or a dwelling is later transformed to do so. In either case, once a home is assigned for this target group, new tenants must always fit within this target group.

Elderly
Another target group are the elderly. The target group is made to provide an elderly person with an independent home which is part of a complex of independent homes. The requirements of the complex are that it was already furnished and intended for occupancy by the elderly when it was built (274b). To define when someone is considered an elderly person is described by Companen (2014). They define different types of elderly homes, moreover a couple of constraints are the same for all. An elderly home is specially designed for the elderly; the oldest of the person and the partner is 55 years or older; the home is an independent home or an independent residential unit and the property is part of a complex or group of homes (Companen, 2014, pp. 11). Most interesting is that they define the age in this target group as 55 years old and over. This means that a lease for the target group of elderly applies for people ages 55 and over occupying an independent home that is furnished for the intent of occupancy by this target group. Therefore, when it comes to this target group, the facilities of the dwelling and the age of the tenants are indicators whether or not a person and the corresponding dwelling are applicable for this type of tenure.

Young people
When it comes to young people the definition is made clear and they are considered to be a person who has not yet reached the age of 28 years (BW7:274c). In addition, students and promovendi are also considered to be young people (BW7:274c), yet also have their own conditions as will be discussed in the next paragraph. Different from the other target group contracts, this target group has a lease for a determined period of time. A period of 5 years must have passed since the commencement date of the lease and before this term expires the parties may agree that this will be extended with a maximum of two years (274c). The landlord cannot terminate the lease before the agreed term has expired even if the tenant no longer fits in the target group during the duration of that term. The tenant on the other hand can terminate the lease during that period and conform the corresponding regulations. So, young people are defined by age and have a fixed-term lease.

Students and promovendi
A student is defined in BW7:274d as: "**student is understood to mean a student who is registered at an institution as referred to in Article 1.1.1, part b, of the Education and Vocational Education Act (Dutch: Wet educatie en beroepsonderwijs) or at a university or college as referred to in Article 1.2, parts a and b, of the Higher Education and Scientific Research Act. (Dutch: Wet op het hoger onderwijs en wetenschappelijk onderzoek)"**. In the same regard a promovendi is defined in BW7:274e as: **"the person who is preparing for a doctorate as referred to in Article 7.18 of the Higher Education and Scientific Research Act (Dutch: Wet op het hoger onderwijs en wetenschappelijk onderzoek)".** To prove that the tenant is a student or promovendi the landlord can annually ask for proof of enrollment and the tenant must be able to provide it within 3 months. If the tenant fails to do so or is no longer a student or promovendi, this can be grounds for the landlord to terminate the contract (BW7:274d; BW7:274e). Therefore, this type of lease is only meant for students and promovendi, when the tenant no longer fulfils that criteria the lease can be terminated by the landlord following normal termination procedures. For the tenant the normal rules for termination of a lease apply.

Large families
It can be hard for a large family to find adequate housing as they require more bedrooms than a single person household. Therefore a large family is another target group and can be defined according to BW7:274f as: **"a household of the tenant that consists of at least eight people"**. It can

be expected that as children grow up they will leave the house and the household of the tenant becomes smaller, this is considered and embedded in the conditions. Therefore, the landlord can make a written request for a copy of data from the basic register of persons (Dutch: basisregistratie personen) showing that at least five persons of that family are registered as residing at the address of tenure (BW7:274f). They can do so annually and if the tenant fails to comply with this request this can be grounds for the landlord to terminate the contract.

Conclusion
The different target group contracts are introduced to provide them with extra protection and opportunity by law. This results in additional conditions when it comes to providing a lease for those target groups. The extra conditions are there to protect these tenants, however also protect the landlord in case the tenant no longer fits within the allocated target group. The conditions differ per target group and can be found in legal documents as BW7 273 a upto f. Here the target groups are defined and the conditions can be found and the paragraphs of this subchapter provides an overview of that. Important to note is that no longer fulfilling the required criteria might result in termination of the lease and that the landlord is permitted to ask for annual evidence to check this criteria.

4.3.3 Other types of contracts
In addition to the contracts mentioned in this subchapter there are three other cases that deserve attention when it comes to lease conditions: room rent, sublet and landlady rental. These types of rent need specific attention as to what regulations apply in either case and are discussed in this paragraph. The most important conditions that apply are expressed on Rijksoverheid.nl and in addition they mention that municipalities have more detailed conditions regarding these types of rent. Therefore, this subchapter will only discuss the main conditions as mentioned by Rijksoverheid and does not go into further detail about all conditions that might be applicable in different municipalities. However, a note should be made to always inform the local legislation to be sure that conditions are not void.

Room rent
It is possible to rent only one room or that multiple rooms within a house are leased out to different people, in this case we consider this to be room rent. As mentioned before, different municipalities might have different policies, therefore it is wise to inform the municipality when you want to lease out one, or more, rooms and to whom (Rijksoverheid, n.d.t). The website of Rijksoverheid (n.d.t) does state that there are specific general rules to always adhere to when leasing out rooms.

First, the price should be agreed. The rent is determined by the Rental price implementing act and service costs can be added. For room rent the rent is always determined through a point awarding system where the amount of points for the rented object determines the maximum rent that can be asked (Uhw:10; BW7:248). The rent can be increased with an annual indexation or differently in special cases as described in the Uhw and BW:7 title 4 section 5 department 2 paragraph 1. The service costs are a deposit and an annual statement should be provided to support the costs and to pay the difference to the deserving party (BW2:9). These service costs can be changed, both increased or decreased, annually supported by the given statement of costs over the past 12 months and may include costs for utilities, services and waste charges (Rijksoverheid, n.d.t). In addition, BW5 articles 64, 65 and 111 upto 113 state specifically for shared spaces that costs for shared areas are divided proportionally and should be embedded in the lease. Therefore this applies in the case of room rent with sharing common areas, like a kitchen or bathroom. More on these costs is elaborated on in chapter 4.4 describing in more detail what the service costs and utilities costs are and what conditions should be considered.

Following, there is the state of the dwelling and privacy (Rijksoverheid, n.d.t). In regard to privacy, the tenant should be able to withdraw themself. The dwelling should be able to be closed off and the landlord is not allowed to enter the dwelling without permission of the tenant (BW5). When it comes to the state of the dwelling, the dwelling should be without deficits and when deficits occur the landlord should repair them, with the exception of small repairs (BW7:206; Bkh). For room rent it is important that all rooms are maintained by their tenant and in addition the common areas need to be maintained by all tenants and conditions for this can be embedded in the lease (BW5:65). For private rooms the tenant is responsible, yet for communal spaces all users share the responsibility accordingly.

Another important distinction is when three or more rooms within the same house are leased. In this case there are additional conditions that might deviate per municipality, yet at least include the following: quality of life, fire safety and noise requirements (Rijksoverheid, n.d.t). Nuisance may be caused by a multiplicity of tenants, therefore the municipality checks the implications on the quality of life in the surroundings. In regard to fire safety all rooms should be guaranteed to be safe and not cause hazardous situations for any of the tenants, for example with a smoke detector in each room. When leasing multiple rooms noise might be an issue through the use of the other tenants. Therefore noise requirements can be set in a lease, like noise insulation or times when and to what extent noise is allowed. All these conditions should be guaranteed when it concerns leasing three or more rooms and the responsibilities should be embedded in the lease to prevent conflicts.

For room rent the terms of termination are the same then any other contract as described in 4.2 and it is possible to have a special type of contract for the room rent (Rijksoverheid, n.d.t). This means that room rent is seen as any other type of rent according to the law. In addition, matters that prove that the tenant does not comply with the law, such as nuisance and rent arrears, are a reason to start a process of termination of the lease. When having a special contract, like a temporary lease or a target group lease, the same conditions apply with the addition of the conditions for room rent as is described here.

Sublet
According to BW7:221, 244 and 269, it is allowed to sublet the whole or a part of the leased dwelling, unless they had to assume that the landlord will have reasonable objections to letting that other person use it. It is often included in a lease whether or not this is allowed. This means that without permission of the landlord, subletting is illegal and damages should be paid to the landlord (Rijksoverheid, n.d.u). Furthermore, Rijksoverheid (n.d.u) states that the subletter is not prosecutable in case of illegal subletting, but the tenant is and damages can be claimed against the tenant (Juridisch Loket, n.d.d).

On the other hand, when permission is granted the agreement between the tenant and the subletter is considered the same as that between the tenant and the landlord when in regard to the law, only between different parties. An example is described as interim-rent in chapter 4.3.1, however

a sublease can also be for an undefined period of time and in that case is considered to be its own lease with all legal conditions connected to it. Moreover, when the lease between the (main) tenant and the landlord is terminated the subletter does not have the right to take over the lease and could be asked to leave the house (Juridisch Loket, n.d.d). Another option is that the person subletting enters into a lease with the landlord directly and in that sense takes over the lease of the tenant (BW7:269.3). This makes that the subletter is seen as the tenant of the original tenant and is only allowed if the landlord does not oppose this. The subletter is in that matter connected to the tenant and not with the landlord.

Landlady rental

When a tenant or owner of a home leases out a room, or several rooms, in their home and they also take residence in that house themselves it is called landlady rental and this is allowed according to BW7:244 and Rijksoverheid (n.d.s). For this type of rent special terms and conditions are in place. To start, only 1 adult can live in 1 room, or 2 adults if they are married or registered partners (Rijksoverheid, n.d.s). There can be only 1 household per room and the tenant should have a minimum of 12 m2 of living space on average (Rijksoverheid, n.d.s). Additionally, the landlord must live in the same house and use at least 50% of the house themself (Rijksoverheid, n.d.s). Communal facilities are shared, like the kitchen, shower or toilet and the agreements for sharing these facilities are stated in the lease (Rijksoverheid, n.d.s). It is possible that specific rooms are not accessible to the tenant, for example a bedroom or private (additional) bathroom. Each tenant should be provided with their own lease. This lease contains agreements about rent, what part (room or rooms) are leased and what communal facilities can be used and how (Rijksoverheid, n.d.s). In addition, the general rules for room rent apply that have been mentioned in the previous paragraph and it is advised to inform the municipality for local policies that may apply. Another condition is the probation period and termination of the lease. The first 9 months of the lease is a probationary period and within that time, the landlord can terminate the lease without any reason (Rijksoverheid, n.d.s). This means that the tenant does not have rent protection during this period. However, the landlord does need to consider a notice period of at least 3 months. After the probation period, normal rent protection applies unless it comes to a temporary contract, in that case the conditions of a temporary lease apply, see chapter 4.3.1, and a legal reason should be provided (Rijksoverheid, n.d.s).

Conclusion

The above mentioned types of contract consider renting a part of a house. This results in either sharing a house with other tenants or sharing a house with the landlord (and possible other tenants). The conditions regarding room rent apply to all three types of contracts, room rent, sublet and landlady rental, however there are conditions that are particularly aimed at each one. In general, it is important to make agreements on how to use the common areas and utilities and this should be included in a lease for each tenant. This subchapter has mentioned the specific conditions this type of rent should adhere to and the importance to state this in the lease. In short, these other types of contracts require specific conditions in a lease to adhere to the corresponding legislation and the municipality should always be consulted as to what local policies apply in addition to the general conditions.

4.3.4 Conclusion

To conclude, it is important to realise that there are different types of contracts and that this means that different conditions may apply to them. Always make sure it is clear for a dwelling what contract type is involved and what conditions are linked to that type of contract. The first divisions that are made in this chapter are between temporary leases and indefinite leases and between dependent and independent dwellings. Next to that the types of contracts that are discussed in this chapter are temporary leases, target group contracts and renting a part of a house. A combination of contract types is possible, making that the conditions should be combined, too. More detailed specifications on information, conditions, restrictions and agreements may apply and must always be embedded in the lease. To mitigate the risk of conflict as much information as possible must be in the lease that is accessible and determinable, yet cannot contradict any laws that apply to rent. So, always be sure to know what type of contract is involved, what information is needed, what conditions apply and what is implied with this contract.

4.4 | PRICE

When it comes to rent costs are inextricably linked. Thinking about costs means different kinds of costs, their price and the payment agreements. Therefore, this subchapter elaborates on the price aspect of rent- and contract conditions. This will be done by defining the conditions of ways of payment, explaining about different kinds of costs and how both are related to rent- and contract conditions. The different kinds of costs relate to the basic rent, utilities, service and maintenance, deposit and transaction costs. In the next paragraphs the legal substantiation is described and the relation to rent- and contract conditions is depicted. This subchapter is the third topic of the legal framework of this chapter as seen in the figure below.

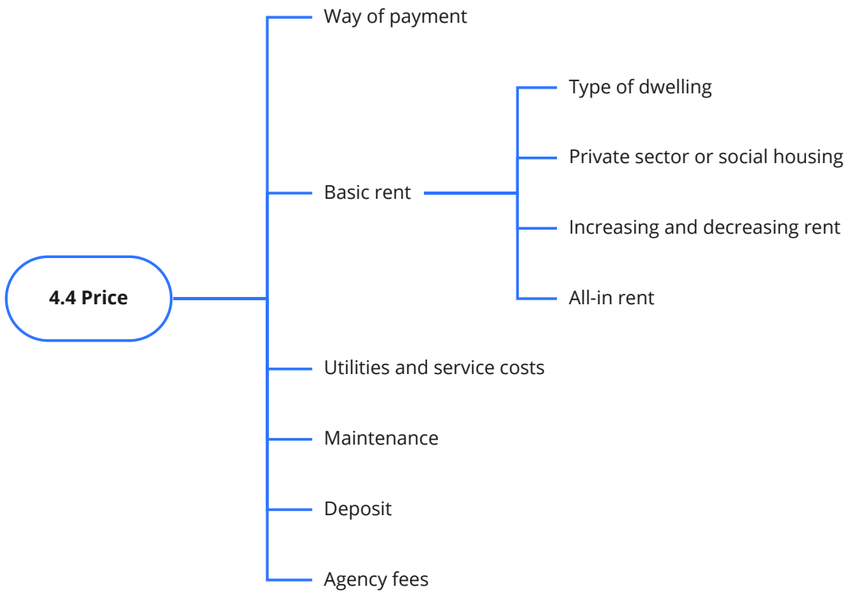

Figure 4.4: Price (Author, 2022).

4.4.1 Way of payment

As mentioned in chapter 4.2 the price of the service and when and how the amount is paid are standard to be included in a lease. The when and how are important to agree upon as they can vary and payments are made according to the agreement that is in the lease. BW7:212 states that the tenant is obliged to pay the consideration in the agreed manner and at the agreed period. The consideration in this context is the full rent and is stated in the lease as substantiated by BW6:230b and 230d. More details on the determination of the rent is mentioned in chapter 4.4.2.

The agreed manner relates to how the payment should be made. The requirements are not mentioned in the law, however it is noted that the payment should always be traceable. Cash payments are discouraged as payment cannot be proven in hindsight or a formal receipt is required. Therefore, the best way is to wire the payment through a bank as the bank statements will substantiate the payment and its details. Other details on the manner of payment might be that the address, name of the tenant, the corresponding month or other details of the lease are in the payment description for the landlord to determine what the payment is for. This payment description makes the payment more substantiated as the payment can be linked to the right lease and the payment can be linked to the obligation of the rent for the concerning lease.

The agreed period relates to when the rent payments are due. The termination period in BW7:271 describes that the notice is at least 1 month or the agreed period of payment with a maximum of three months. From this can be deducted that the agreed period of payment is at least one month, but can also be a larger period like 3 or 6 months. Practice indicates that one month is the most common period for rent payments (VBTM, 2013). Most important is that the period is clearly stated in the lease to avoid miscommunication and conflict. From BW7:271 can also be deducted that the day of payment should be included in the lease. This day can deviate per lease and can be any day of the month, that agreed day is the final day that the payment should be received by the landlord. It is common that this period is before the first of the month (VBTM, 2013). However it is also possible that another day has been agreed, for example the day the lease was signed or after a day that the income of the tenant is received. If payments are not made before the agreed day this could lead to sanctions as eviction (BW7:230a). Thus, it is important to agree upon and include in the lease the period of payment and the date that the rent should be received by the landlord.

In conclusion, the tenant is obliged to pay the consideration in the agreed manner and at the agreed period. The manner describes how the payment should be made and the agreed period describes before when the payments should be made. As for the agreed manner, there is no legal substantiation and most important is that the payment can be traced back. Furthermore, the agreement on how the payment should be made can be agreed between landlord and tenant and should be included in the lease. When it comes to the agreed period there is a matter of legality. The day and term of payment can be chosen freely as long as they are mentioned in the lease. However, it is important that payments are made in time before the agreed day. If the payments are not made in due time, sanctions can be taken.

4.4.2 Basic rent

The basic rent is understood to mean the price that is owed for the sole use of the living space (BW7:237.2). To determine what the price is for the basic rent depends on different factors and changes. To determine the current or coming rent the type of dwelling is important, if the dwelling can be placed in social housing or the private sector, conditions to increase or decrease the rent and an all-in price for rent are analysed and discussed. These conditions work closely together and should therefore be carefully considered.

Type of dwelling

First, there is a difference for the determination of rent for dependent and independent dwellings. A point rewarding system is in place to determine the rent for dependent and independent dwelling, caravans (Dutch: woonwagen) and pitches (Dutch: standplaats) (Juridisch loket; Huurcommissie; Rijksoverheid). However, once the points are high enough for independent dwellings to exceed the liberalisation limit they are considered to be in the private sector. For all other types of dwellings, the amount of points does not matter as the maximum rent is always determined by the maximum rent limit (Juridisch loket; Huurcommissie; Rijksoverheid). Once an independent dwelling is considered to be in the private sector the maximum rent is not restricted by the amount of points and the landlord can determine the rent freely. In the Rent price implementation act (Dutch: Uitvoeringsregeling huurprijs woonruimte; Uhw) is stated in articles 2 upto 5 what the maximum rent limits are according to the point awarding system. A separation is made between dependent and independent dwellings, and in extension a caravan or pitch. This maximum rent limit, as mentioned, is based on points and appendix I upto IV show the relation between the points

and the price. These appendices show that the points and the corresponding rent differ for the different types of dwellings, indicating that they are not measured in the same way. The awarding of the points for the different types of dwelling is found in Decides rental prices for living space (Dutch: Besluit huurprijzen woonruimte; Bhw) in appendix I. This appendix enlists how many points are awarded for different characteristics or elements of the dwelling. In addition, an elaboration is provided on the topics as to how to measure it. A disclaimer should be given that the executive authority is the Rent committee and no right can be derived when calculating the points and the corresponding rent yourself (Uhw:4; Huurcommissie, n.d.b). This thesis will not go into further detail regarding the awarding of the points and the corresponding rent as they are explained properly in the referred sources. When the rent is questioned, the rent committee can be consulted to calculate and assess the rent and this is always possible for all types of dwellings (Uhw:4).

To summarise, to determine the basic rent the point awarding system can be used for all types of dwellings. The system can be found online, yet the rent committee is the authority to check if the points are awarded correctly and thus the maximum rent is correct. Only independent homes that exceed a certain amount of points can be placed in the private sector. This means that the maximum rent is not correlated to the points and rent can be determined freely by the landlord. More on this in the next paragraph.

Private sector or social housing

The private sector is not without regulations although the maximum starting rent is not fixed. As has just been mentioned, the private sector can determine the maximum rent once an independent dwelling exceeds the points for social housing. However, other regulations regarding rent and rent protection still apply. If the rent of the private sector is questioned the rent committee can assess whether or not the dwelling is above the liberalisation limit; if it is above the limit the landlord has no obligation to change the rent (Juridisch loket; Rijksoverheid). This limit is €763,47 and 186,5 points for independent dwellings (Uhw). In case the dwelling does not have enough points to exceed the liberalisation limit, the dwelling in the private sector becomes social housing and the difference of rent must be paid back to the tenant from the moment of entering the lease (Juridisch loket).

On the other hand rent for social housing is more strictly regulated then the private sector. For dependent dwellings, caravans, pitches and independent dwelling under the liberalisation limit the maximum rent is always determined by the point system (Juridisch loket; Huurcommissie; Rijksoverheid). Making that lower rents are possible, yet higher rents are not. This is determined at the starting period of the lease, after each year the rent can increase with a fixed indexation as is discussed in the next paragraph. In the event that the rent exceeds the liberalisation limit due to this indexation, the dwelling is still considered to be social housing and the regulations corresponding with social housing still apply according to the Act on rent allowance article 13 (Dutch: Wet op de huurtoeslag; Wh). In addition to the point system income is relevant to determine rent for social housing. Three prices indicate the limits of different categories of social housing, the quality discount limit (Dutch: kwaliteits kortings grens), capping limit (Dutch: aftoppingsgrens) and the liberalisation limit (Wh:20). Wh:14, 17, 18 and 19 elaborate on how to calculate the minimum-income benchmark and the norm-income benchmark and depict that this income group is suited for rent under the quality discount limit. As social housing is essentially meant for the lower income groups, the different limits, as just mentioned, categorise dwellings in price ranges to suit certain income groups. These income groups can be found in Hw:10 showing the income limit for social housing. Rent allowance is in place to compensate for income and rent according to the guidelines in Hw to make rent affordable to lower income groups. However, this is a governmental instrument between government and tenant directly without a direct link to rent- and contract conditions, a lease or the landlord and is therefore not elaborated on in this thesis. It is not impossible for higher income groups to live in social housing, however the rules of selection of a suited tenant and social housing regulations make it harder for them. Additionally, when someone with a higher income than the targeted group has a dwelling suited for social housing, the landlord can ask for income details as a basis to increase the rent and the tenant should always comply with providing the needed information (Hw:10 ; Uhw:13)

To summarise, for the private sector the basic rent can be determined freely according to the market only for independent dwellings that are awarded enough points to exceed the liberalisation limit. For dependent dwelling, caravans, pitches and independent dwelling under the liberalisation limit the basic rent is based on the point system and is described in Hw and Uhw. In addition, for social housing the income of the tenant(s) is considered when it comes to appointing tenants to the appropriate price category of social housing. There are three limits known to categorise the height of the rent, the quality discount-, capping- and liberalisation limit. Next to that, rent allowance is provided for lower income groups as compensation between income and rent, yet their details go beyond the scope of this thesis.

Increasing and decreasing rent

The rent can change due to different factors. This can either be an increase or a decrease in the amount of rent based on different conditions. These conditions are determined and defined by law and deviation is not allowed. An increase in rent can be done annually with an indexation limit of the government, based on income, due to certain improvements of the dwelling or because of earlier agreements that are made. Additionally, the rent can be decreased and this can either be done because of defects of the dwelling or the base rent is calculated wrong.

The annual increase of rent is indexed by the government and CBS annually and the rent cannot increase with a higher percentage then determined or the rent must be changed with an increase of the maximum allowed percentage (BW7:248; Uhw:10a). This means that the rent can increase with any amount upto the determined limit. To increase the rent a formal notice must be given at least three months before the increase starts and must contain information regarding the current rent, the percentage of amount of increase in rent, the proposed rent, the proposed starting date of the increase and the process and period for the tenant to object (BW7:252). If the tenant does not agree with this increase or suspects that the increase leads to a rent that is higher than allowed by the point system they can object. They must do so within the proper period and through the proper system where the rent committee determines whether or not the increase is justified (BW7:253).

There is another possibility to increase the rent based on income. This is only applicable in social housing when the income of the tenant is changed that makes the tenant drop out of the targeted group for social housing. To substantiate the increase in rent the tenant must cooperate to provide their household income and basic register of persons (BW7:252a). This is then inspected whether or not the income and family composition is in line with the increase in rent (BW7:252a). The grounds that are tested are referred to in BW7:252a and 252b with a reference to Uhw10 and determine the

target groups and rent for the inspector to judge the fairness of the rent increase. This is always a legal process and cannot be done by the landlord without legal substantiation.

The landlord is allowed to make improvements to the dwelling at his own expensite, provided the tenant has declared that they are prepared to pay a rent increase that is in reasonable proportion to these costs (BW7:243). It is not possible to deviate from this provision to the detriment of the tenant and only applies to specific improvements. These improvements are mentioned in BW7:243.2 and are: thermally insulating the external partition structures, thermally insulating the construction separating it from the crawl space and the installation of a heating boiler with a generation efficiency of at least 80% for the heating installation, if the existing heating boiler is at least ten years old. This means that only these improvements are allowed to increase the rent and the increase of the rent must be in reasonable proportion to the costs made by the landlord or can be determined by the verdict of a judge.

There is a possibility to deviate from the allowed increase in rent due to earlier made agreements. This is possible if at the start of the occupancy it has been agreed, for a maximum of three years after that start, to gradually bring the rent due to the rent agreed at that start, which is not higher than the rent at the time of that commencement pursuant to Uhw:3.2. fixed amount of rental prices for living space (BW7:252c.a). Meaning that the agreement to change the rent at the start can lead to a gradual change in rent to compensate accordingly to receive the rent that is due. Another reason derived from an earlier agreement is when not earlier than three years before the proposed rent increase date the rent has not been increased or decreased at the written request of the tenant, other than in accordance with article 252, 252b or 257 of BW7. In that context the rent can be increased, taking into account the previously allowed increases, to compensate for the past agreement to meet the tenant in their request.

Next to rent increase it is possible for the rent to be (temporarily) decreased. In relation to Uwh:12 and 16 the rent assessment committee will consider whether one or more of the circumstances referred to in Appendix II of Bhw arise with regard to the residential space. In addition, the rent committee will state at least the rent to be charged that it deems reasonable (Bhw:6). The appendix states three categories regarding defects to the dwelling that lead to rent decrease. Category A elaborates on what are considered to be very serious defects and shortcomings with regard to the living space as a basis to decrease the rent to a new rent that is a minimum of 20% of the original rent. For category B the appendix describes what serious defects and shortcomings with regard to the living space are. For category B the rent can be decreased to a minimum of 30% of the original rent. The last category is C and mentions the conditions of other serious defects and shortcomings with regard to the living space itself. For category C defects the rent can be decreased with a minimum of 40% of the original rent. This means that the defects have a serious impact on the decrease of rent, stimulating the landlord to repair the defect or risk missing over half of the original income of the rent. In addition, a note is made in the defectbook (Dutch: gebrekenboek) where the situation, the rent and the verdict are described (Bhw:6). This book is a public document and can be consulted by anyone at the rent committee (Bhw:6). In the event of multiple defects to the dwelling the rent committee determines the lowest rent that is applicable and this is noted in the defectbook (Bhw:6). After the defect is fixed the rent committee must be consulted to determine the period the deficit is solved and thus the normal rent reapplies (Uhw:12.4).

Another reason to decrease the rent is to determine that the current rent is calculated wrong. This is substantiated by Bhw:12 and is calculated with appendix I of the corresponding legislation. The calculation of the points awarded is done by the rent committee according to appendix I of Bhw. If the calculated rent is indeed lower than the current rent the rent is changed from the starting data of the lease, or if applicable from the point that the calculation conditions apply, and the difference must be refunded to the tenant.

All-in rent

Lastly, an all-in rent exists. This price is one number in the lease that includes all parts of the rent, including basic rent, utilities, services, maintenance and other possible costs. To determine what the basic rent, utilities-, service- and maintenance costs are, Uhw:17 and 17a are used to explain how a division in costs can be made. The basic rent in this case is 55% of the agreed price in the lease, for utilities-, service-, and maintenance costs combined the price is determined as 25% of the agreed price. This division is made by the rent committee and they can also be asked to determine if this division is fair or provide a more detailed division with substantiation if needed (Hw17). Thus, there is a way to split an all-in rent if needed.

Conclusion

The basic rent is the price that is owed for the sole use of the living space. To determine the basic rent and if this is fair the different factors of the type of dwelling, private sector or social housing, increase and decrease in rent and an all-in rent must be considered. This subchapter discusses the specific conditions to take into account and determines the range of the basic rent and the legal substantiation for it.

4.4.3 Utilities and service costs

In the context of this thesis costs for utilities are in line with the description of BW:237 and are considered to be the compensation in connection with the supply of electricity, gas and water for consumption in the living area of the leased property on the basis of an individual metre located in that part of the house. The tenant and landlord can agree to either include the utilities costs in the lease or that the tenant enters into their own contract with a utilities provider, in both cases that agreement is included in the lease. Service costs are considered to be compensation for goods and services provided in connection with the occupation of the living space, other than utilities costs and basic rent (BW7:237). When the leased property has an individual metre for only that dwelling, the costs for utilities can be calculated from that metre and are directly charged to the tenant. However, in the case of a shared metre the costs have to be divided by all users of the utilities accordingly. Service costs are shared with all the users of the service. When areas or services are shared with others the costs are divided proportionally over the users of that service. This is mentioned in chapter 4.3.3 regarding types of contracts with shared costs and states that the costs are divided proportionally among the users or residents.

In a lease the landlord is allowed to establish an advance payment for the costs of utilities and services (BW7:258.1). A preposition for the amount of advance payment should include the current price, the proposed advance payment for utilities- and service costs and the proposed starting day (BW7:258.2). The obligation of the tenant to pay to the landlord is the agreed costs for utilities and services and in the absence of an agreement the payment obligation is a calculation of the legal

conditions (BW7:259.1). This absence of an agreement can be the case when the tenant and landlord cannot agree upon the amount. In that case the tenant or landlord can request the rent assessment committee to make a decision (BW7:260). This can be done for a period no longer than 12 months and the request can be made up to twenty-four months at the latest (BW7:260). BW7:259.2 states that the landlord provides the tenant with an overview, broken down by type, of the costs charged in that calendar year for utilities with an individual metre and services each year and no later than six months after the end of a calendar year. This is in line with BW2:362 relating to an annual statement of costs. Thus, this overview shows the difference in advance payments and actual costs to be able to settle the difference. Upon termination of the lease an overview is made between the costs of the calendar year upto the point of termination and the advance payments of that period so that only that period is settled in regard to the costs and payments (BW7:259).

After agreement the utilities costs and services may be increased, unless otherwise agreed after the commencement of the lease. This is only the case for **"a. with effect from the day following the end of the payment term in which the agreed extension of the delivery of goods or services has taken place or with effect from the payment term from which the extension has taken place; b. With effect from the day following the payment term in which the last statement, as referred to in Article 259, has been provided to the tenant, on the understanding that each statement may only lead to an increase once"** BW:261.1. This means that the advance payments for utilities costs and services can be changed after an overview of the costs has been provided, often annually, to correspond with the actual costs and to reflect the expectation of the costs for the coming period. In the event that the advance payments are considerably higher than can be expected, the tenant can request the rent committee to lower the amount to a more reasonable amount (BW6:260.3). The request is first assessed and after positive assessment the amount can be changed to the assessed reasonable amount. Additionally, this step can directly be asked to the landlord, yet there is no obligation linked to this direct question and it is through the rent committee.

To increase service costs, additional rules apply. As the service may concern multiple tenants, changes cannot be enforced to all of them and all tenants have a voice in the decision. Therefore BW7:261.2 states that: **"The tenant is bound by a change in the delivery of goods or services and the associated changed advance payment, if that change relates to goods or services that can only be supplied to a number of tenants jointly, and at least 70% of those tenants have agreed"**. This means that 70% of the tenants, of which the change in service costs relates to, should support that change, otherwise the service costs stay the same. A note to this is that this relates to new types of costs, the settlement of costs can still be used to substantiate a change in the advance payment. A tenant who has not agreed to the change may request a court decision regarding the reasonableness of the proposal within eight weeks after the landlord's written notification that agreement has been reached with at least 70% of the tenants (BW7:261.2).

To summarise, an advance payment for utilities- and service costs can be included in a lease yet utilities costs are not obligated to include. For utilities costs the tenant either makes advance payments to the landlord, as agreed and is stated in the lease, or can enter into an own contract with a utilities provider. When the utilities costs are included in the lease and for service costs an overview is made annually to present the actual costs made. This overview is used to settle the difference in costs and can be the basis to change the advance payments if needed to reflect the expected costs for the coming period. A settlement of the costs is always done over the period that has passed, so if termination happens before the full period has expired only the period that has expired is considered for the settlement. In case the service costs are changed without substantiation of a provided overview of costs, a statement can be demanded. Additionally, 70% of the tenants involved should agree to a change in service costs for it to be implemented. Thus, utilities- and service costs should always be determinable and accessible to substantiate costs and details should be included in the lease.

4.4.4 Maintenance

Maintenance costs are considered to be costs to maintain or repair, parts of, the dwelling to uphold the quality of the dwelling. BW7 and Decides minor repairs (Dutch: Besluit kleine herstellingen; Bkh) provide grounds as to who is responsible for what part of maintenance and repairs. These legal documents provide the broad and detailed information of responsibilities of the tenant and landlord. In broad lines, the landlord is responsible for major repairs and the outside of the dwelling and the tenant is responsible for minor daily repairs within the dwelling (Rijksoverheid, n.d.w). An overview of the exact repairs and responsibilities can be found in the Bkh and Rijksoverheid website (Rijksoverheid, n.d.w) and can be included in an appendix or condition of the lease. It is not possible to deviate from these conditions to the detriment of the tenant (BW7:242). Thus, the responsibilities for maintenance are optional to include in the lease, nevertheless the Bkh always applies and defines what responsibilities there are.

The tenant is obliged to carry out minor repairs at his expense, unless these have become necessary due to the landlord's failure to fulfil its obligation to remedy defects (BW7:217). The minor repairs relate to normal use of the dwelling and daily repairs that are not the result of a larger default that was to be repaired by the landlords and are listed in Bkh and referred to in BW7:240. In addition, the tenant is responsible for damages or defects of the leased property which are the result of defaults of the obligations of the tenant or any damages resulted from parties that are present with the permission of the tenant (BW7:218; BW7:219). The tenant is responsible to repair and carry the costs for these defects as a result of their obligation. Excluded from defects are damages as a result of fire or on the exterior of the rented property (BW7:218.2).

In addition to major and exterior maintenance it is the obligation of the landlord to repair defects to the rented property that are not the obligation of the tenant, as just described, or if it can be expected that the costs are too high or impossible to be expected (BW7:206). When such defaults are the responsibility of the landlords and they do not take care of the repair, the tenant is allowed to take actions to repair the default and the cost, within reason, can be forwarded to the landlord (BW7:206). This means that after failure to comply with the maintenance obligation of the landlord, the tenant can carry out maintenance on their behalf and is allowed to claim the costs from the landlord. This is only possible if the landlord has been given notice in advance and is not willing to comply. When the default causes damages on the living quality of the tenant, an effect is that the tenant can ask for a proportionate decrease in rent caused by the defect, starting from the moment of notification of the defect to the landlord and there is no adequate response (BW7:207). In cases that the living quality is made impossible the lease can be terminated by both parties, disregarding if the defect was known in advance of the start of the lease or happens and is notified during the lease period (BW7:208; BW7:210; BW6:267). This means that the landlord should always be aware or made aware of large defects, that are not the obligation of the tenant, and repair them to maintain the living quality that the landlord is obliged to provide.

The landlord can decide to make improvements to the rented property regarding thermic insulation and heating installations at their own expense (BW7:243). These improvements can lead to an increase in rent that is proportional to the taken measure, yet the tenant must be prepared to agree to the measure and deviation to the detriment of the tenant is not allowed (BW7:243). This means that only with mutual agreement improving measurements can be taken where the costs of taking the measurement can lead to a proportionate increase of rent, due to improved comfort.

To summarise, the obligations of the tenant and the landlords in regard to maintenance are defined in Bkh and BW7. These obligations mainly imply that small repairs, daily maintenance and defects as a result of the tenant or parties that are present with permission of the tenant are at the cost of the tenant. The landlord in terms is responsible for large repairs, periodic maintenance and large defects or defects on the exterior of the rented property. A detailed list is provided in Bkh and can be found on the website of Rijksoverheid (n.d.w). Improvements to the property can be made by the landlord when in mutual agreement and can lead to a proportionate increase in rent. To clarify the obligations they can be included as a condition or appendix to the lease, yet the legal obligations are always applicable even if they are not included in the lease.

4.4.5 Deposit

“A deposit is the agreement of which one party, the deposit, commits itself to the other party, the creditor, to fulfil an obligation that a third party, the main debtor, has or will have towards the creditor” BW7:850. In other words, the creditor, in this case the tenant, has obligations towards the main debtor, the landlord, and if the tenant fails to deliver its obligations the deposit of the tenant is used to compensate the damages of the landlord. This deposit is in place to guarantee that at the end of the lease period of a tenant the landlord is not left with unpaid rent or costs for repairing damage to the property after use (Rijksoverheid, n.d.c). Therefore the deposit is an agreed amount between the tenant and landlord to lower the risks and to compensate potential costs. The agreed amount is not set in the law, however the Rijksoverheid (n.d.c) states that the deposit cannot exceed the amount of three times the basic rent based on the verdict of the court. So, the deposit and the details are set in the lease with a maximum amount of three times the rent to decrease the risks of damaging costs for the landlord.

To claim (part of) the deposit as a landlord, they must show that the tenant has failed to fulfil his obligations (BW7:855). The creditor, thus landlord, must give a notice of default to the tenant in accordance with BW6:82 and is obliged to notify the part of the deposit at the same time (BW7:855). When the default is proven to be attributable to the tenant, the landlord can withhold the part of the deposit to repair the default if it is not due to normal use. The other way around, the tenant can ask for his deposit back if they return the dwelling without mentionable defaults. According to BW7:850-856 the deposit is paid back to the fullest and without interest to the tenant in case there are no proven defaults. To show there are no defaults compared to the state the tenant has received the dwelling, reference can be made to the appendix of the lease regarding the state of delivery in word or picture. This should always be part of the lease as mentioned in chapter 4.2. A note should be made that the last month(s) of rent officially cannot be paid with the deposit as rent is not a default, however failure to pay rent can be seen as a default. This grey territory comes back in chapter 5 when analysing contracts and conflicts. It is advised by Rijksoverheid (n.d.c) for the tenant to keep a copy of the state of delivery document or have their own pictures as evidence and to always keep a receipt or proof of transaction of the paid deposit. This proves the amount and the conditions for the deposit. It is for the landlord to prove that the default is the responsibility of the tenant and without evidence the tenant cannot be held accountable. Additionally, only that part of the deposit that covers the expenses can be claimed by the landlord and not all.

All in all, the deposit relates to an amount of maximum three times the basic rent to mitigate risks for the landlord. These risks can contain defaults of the tenant upon return or overdue payments. To withhold (part of) the deposit the landlord must prove that the tenant is accountable for the default and can only withhold the costs to repair that default that are not due to normal use. The state of delivery and state of return prove whether or not defaults are present. If there are no defaults the deposit is received by the tenant in full, without interest, and it is advised for the tenant to retain proof of payment and the state of delivery. These conditions and the details of the deposit are always incorporated in the lease.

4.4.6 Agency fees

Different means can be used when searching for a house. People can search for themselves or use help in different ways. When looking for assistance an intermediair can be consulted, who offers or searches for dwellings, to find a suitable dwelling in their portfolio. This intermediair then helps home searchers to find a dwelling and home searchers can respond to the dwellings they are interested in. In this process the intermediair provides their service to the future tenants. **“The brokerage agreement is the contract for services under which one party, the contractor, undertakes vis-à-vis the other party, the client, to act as an intermediary for wages in the establishment of one or more agreements between the client and third parties”** (BW7:425). In this context that means that the brokerage agreement is between the future tenant and the intermediair to find a dwelling or for a landlord and an intermediar to lease out their dwelling.

In BW7 title 7 departments 3 and 4 the laws regarding agency agreements are stated. These articles describe, amongst other topics, what is allocated to these agreements and when and how fees can be claimed by the intermediair. However, BW7:417.4 states that if the legal act extends to the lease of property or a part thereof or of a right to which the property is subject, there is no right to wages against the tenant. Additionally, this article mentions that it is not possible to deviate from this provision to the detriment of the tenant, regardless of whether the seller or lessor owes wages with regard to the order issued by them. This article makes it clear that no fees can be asked from an intermediair to provide their service to find a dwelling for the purpose of rent. Although the law is clear about this, it still happens in practice that such fees are asked, this is clearly supported by the research of the Woonbond (2021a). Azghay and Rampersad (2016) address and dissect this problem in their paper and mention the substantiation of these agency fees. They mention that when these costs are made they can be reclaimed. This is supported by Rijksoverheid (n.d.d) and a link on their website is added to ‘Het Juridisch Loket’ where more information can be found on how to reclaim agency fees. This website mentions the process of reclaiming agency fees and that the maximum term for reclaiming these costs is 5 years, after these 5 years the claim will become statute-barred (Het Juridisch Loket, n.d.a; c). In addition, agency fees can be asked under different names, yet they are all part of the mentioned legal substantiation and protection (Rijksoverheid, n.d.d). Examples of these costs are administrative costs, registration fees, contract costs, rental costs or key money (Rijksoverheid, n.d.d; Het Juridisch Loket, n.d.a; c; Woonbond, 2021a). These costs are also mentioned in chapter 1 and 5. Asking for fees that are related to the service, yet are not costs that are truly made are not allowed.

Next to the fact that there is no right to wages against the tenant, the agents do have a possibility for income from the tenant or landlord. In the event that an agent is consulted BW7:430 states that **“The principal must do whatever is necessary on his part in the circumstances to enable the commercial agent to perform his duties.”** This means that direct costs of the agent that are made for the execution of their role can be expected. Not all costs are included in this provision as the costs must be proportionate. BW7:431 states the conditions that apply. Therefore, for both tenant and landlord costs that are allowed may include a registration fee as to make use of the service of the agent. Costs that are not allowed are disproportionate costs or costs for tasks that are included in the service, like drawing up a contract that is often standard to their practice. This line is often grounds for conflict and as a rule of thumb agency fees should only include the costs that are directly made separate from what is to be expected from the entered service.

In conclusion, agency fees are illegal with substantiation of the law, mainly BW7:417.4. This makes that for mediation in regard to rent, wages against the tenant cannot be asked. This also applies for other namings of similar costs, as can be seen in Figure 1.2, and can be reclaimed within 5 years of the moment of conclusion. Direct extra costs that are made by the agent and are not expected to be part of the service of the agent are the only costs that can be claimed from the landlord or tenant and only if they are proportional to what is done and only to one party and not double. The service is either to the landlord or the tenant, depending on who entered the service. Although the laws are clear, the problem is proven to still be present and there are many cases to support this as is elaborated on in chapter 5.

4.4.7 Conclusion

Price is an important aspect of rent and takes shape in different forms. This subchapter discussed the different ways and what their legal substantiation is. This is done for the way of payment, basic rent, utilities and service costs, maintenance, deposits and agency fees. These are all price categories included in a lease. These different costs have legal substantiation and reflect a certain aspect of a service linked to rent. In all cases it is important that the costs are substantiated, accessible, determinable and included in the lease. This is to make sure that for both landlord and tenant it is clear what the prices are, what agreements have been made and where changes come from. In any case that the costs are questioned all parties must comply and provide the needed information to check the costs and in the case of conflict or when no agreement is reached the rent committee is the executive authority to determine the fairness of the prices.

4.5 | MUNICIPAL AUTHORITY

The role of the municipality when it comes to rent- and contract conditions can be seen throughout multiple legal documents. They are mentioned as the executive authority throughout the Housing law 2014 (Dutch: Huisvestingswet 2014; Hw), Housing law (Dutch: Woningwet; Ww), Civil Codes and other legal documents. To begin, the Housing law 2014 states in articles 2 upto 4 that the municipality, and to a larger extent provinces, have the option of determining how buildings, streets, neighbourhoods or regions are put into use from the perspective of combating the imbalanced and unjust effects of scarcity of housing and the existing housing stock. They can do so by making and executing policies. The municipal council can issue rules in regard to the taking or giving into use of living space, and changes in the existing housing stock (Hw:4). In addition to their executive authority, municipalities are responsible for issuing different kinds of permits regarding housing, creating proactive policies, conducting pilots and municipalities might have their own regulations regarding housing. This subchapter elaborates on these tasks of the municipality and depict what their role can be regarding leases and lease conditions and is the fourth of the legal framework of this chapter as seen in the figure below.

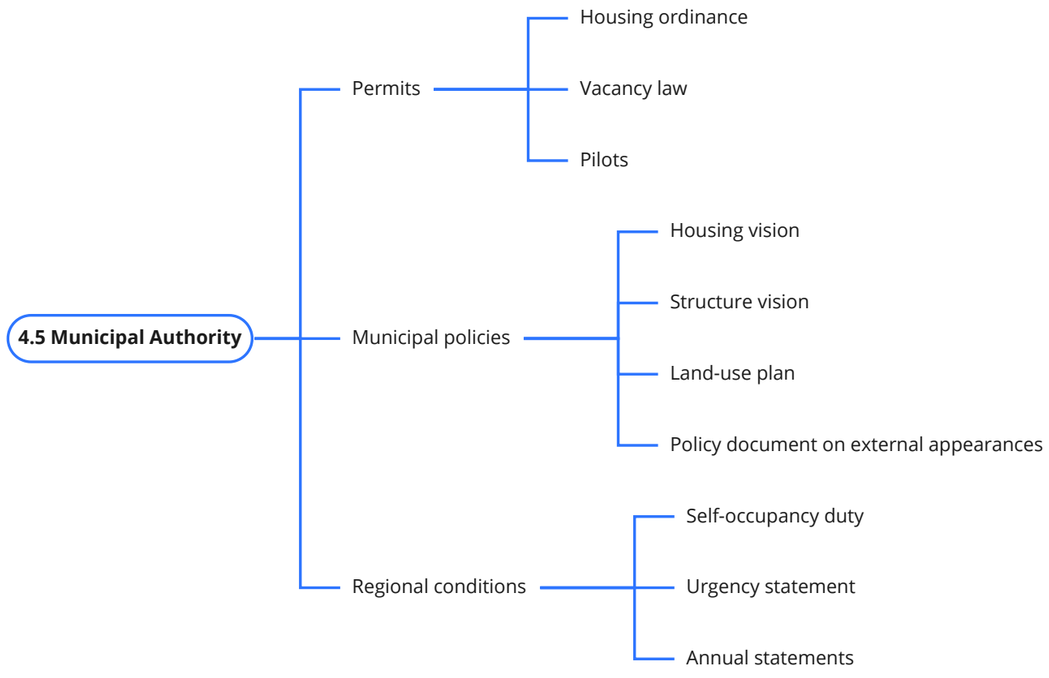

Figure 4.5: Municipal Authority (Author, 2022).

4.5.1 Permits

One of the tools of the municipality to execute their authority is through permits. According to the Van Dale (2022) a permit is **1 a permission or 2 an allowance from the government**. A permit is a requirement for several activities, which means that in order to be allowed to do that activity a permit is needed that can be granted by a governmental agency, like the municipality.

Housing ordinance

The housing ordinance is a kind of permit where the municipal council can designate categories of housing that may not be used or given for habitation if no housing permit has been issued for this (Hw:7). This makes it illegal to either occupy or give occupancy to someone without a permit (Hw:8). The housing law 2014 further states in articles 9-19 on what ground such a permit is granted or revoked. The task of the municipality in this is to check whether the permit is in line with the policies regarding the division of housing, taking into consideration that no group in society is excluded or neglected from the housing market. This in terms is reflected in the target group contracts as discussed in chapter 4.3.2. Hw5:41 adds onto that through elaborating the details on what basis a permit is granted. The housing ordinance is put in place to define the conditions and include the purpose, the limitations and the details on what grounds the permit is granted. In other words, the housing ordinance determines what function is allowed at what place and can prevent a building from being lived in or leased out for habitation.

Vacancy law

To be able to rent out a dwelling in the Vacancy law a permit is needed. Article 15 of the Vacancy law elaborates in what case a building is eligible to be rented out as a house or dwelling. Together with article 16 of that law it describes which conditions apply, such as what articles of Civil Code 7 are non-enforceable in case of a lease agreement through the Vacancy law. Chapter 4.3.1 mentioned this in more detail. The municipality can give a permit for a maximum of 2 years if a house is to be demolished or renovated. Additionally, the permit may be renewed by one year at a time with a maximum of 7 years. A house on sale can be granted a maximum lease period of 5 years, after that period there should be a waiting period with a minimum of 5 years before the same space can be leased out again. A maximum period of 10 years can be granted with a permit for a living space that used to have a different function, like a school or office building. In all cases early termination is possible. For a landlord the notice period for termination is at least 3 months and for the tenant a notice period of 1 month is required. This permit and its details should always be added to the lease and it should clearly state the duration of the lease period. So it is important to always include the permit with the lease when leasing by means of the vacancy law and the conditions linked to this law should always be embedded in the permit and lease conditions.

Pilots

In addition, municipalities are working with pilots for permits. Groningen, Tilburg and Schiedam work with such permits. Groningen has a pilot regarding a municipal permit system against undesirable rental behaviour, Tilburg works with a permit for mediators facilitating the leasing process and Schiedam has a dashboard for landlords and conflicts and a permit against tenant exploitation (Woningmarktbeleid, 2022). These pilots indicate that there are problems recognised by the government and an pro-active answer takes shape in the form of, in this case, pilots. The aim of these pilots is to investigate what affects a permit can have to protect different groups of tenants from unfair rent- and contract conditions. Before a permit is granted the contract and/or the service provider, either landlord or mediator, are verified and monitored. The goal is that this leads to fair conditions where the municipality is the executive authority by means of permits and checks. The pilots are still in process, therefore a clear conclusion on the effect cannot be provided yet, however some implications are brought to light through the pilots. More elaboration on these pilots can be found in chapter 5.2.2 and appendix 3.

Conclusion
To summarise, different permits are in place for the municipality to execute their authority. The housing ordinance is an example where this permit is in place to safeguard the designation of functions over the corresponding area. If an activity is not aligned with the ordinance, the permit is not granted or can be revoked. This applies for all functions including housing and leasing. The vacancy law is another permit that is always required for special conditions. This permit is needed for a vacant building to be eligible for tenure and describes the details to what extent this can be done. The conditions are included in the permit and should always be part of the lease. Next to that, municipalities are working on pilots involving permits on the subject of rent. These pilots indicate that there is a problem to be dealt with and aim to investigate and improve the effects of a permit on unfair rent- and contract conditions. This shows that permits are an effective tool to have a grip on approval processes, which can be extended to permits focussed on tenure.

4.5.2 Municipal policies
The municipality executes tasks that are of direct importance to their residents (Rijksoverheid, n.d.m). They implement many national laws, called co-ruling, and can decide independently on many matters (Rijksoverheid, n.d.m). Among these independent decisions are creating a housing vision (Dutch: woonvisie), a structure vision (Dutch: structuurvisie), creating the land-use plan (Dutch: bestemmingsplan) and creating local rules in the Policy document on external appearance (Dutch: welstandsnota). These documents relate to each other and set regulations regarding housing, enforced by the municipality. This subchapter explains these documents briefly and depicts what their influence is, linked to leases and lease conditions.

Housing vision
A housing vision is made by the municipal council in which the municipal public housing policy is laid down for a maximum of the next five calendar years (Ww:42.1). Other involved municipalities are consulted in case that municipality has a direct interest in the matter, for example in areas that surpass municipal boundaries. This document includes what the municipality intends to do to guarantee and protect public housing, which in the context of this thesis means the public interests for housing. Actions described in this document are that organisations should stay within the guidelines of this document and need to ask permission before building, maintaining or providing services linked to public houses as described in the Housing law articles 41 upto 45. The guidelines are tested with building permit applications and deviations can lead to rejection of the application. These articles provide the required details on how to guarantee that housing within the municipality adheres to the vision of the municipality. Therefore this document is important to describe how the housing stock is being used and if changes are to be made, to make sure that these changes do not disrupt the vision on how housing should be organised within the municipality. This includes the amount of houses and if they are intended for buying or renting and in what sector. In other words, the housing vision states what can be built where and what the division should be as to safeguard public interests for housing. This in terms leads to a division of housing where the supply and demand for housing is taken into consideration for the built environment of a municipality creating a division suited to the market.

Structure vision
The main elements of the spatial policy and description of how the municipal council intends to provide for the realisation of the proposed developments can be found in the structure vision (Hobma, 2016). This document is not legally binding, however does provide the municipality with a grip on development plans. The structure vision is there for the municipalities to clarify how the implementation of the proposed developments will be used (Hobma, 2016). In combination with the housing vision that is mentioned earlier, the structure plan thus provides substantiation for developments to protect changes to the housing stock. Therefore, this document can be used by the municipality as an addition to their legal authority for the purpose of a more detailed grasp on development plans impacting public housing.

Land-use plan
“Shortly, the land-use plan points out what can be built where and which regulations (such as maximum heights) apply” (Hobma, 2016, p.43). This is a very brief description of the land-use plan and obviously it is more elaborate than just this sentence, however it does depict the essence of the land-use plan. This document has a legal standing and describes the way that land is allowed to be used (Hobma, 2016). The purpose, actions and conditions that are allowed on a defined piece of land can be found in this document. Next to that, the land-use plan contains maps of urban planning means like building lines, vistas and development instructions (Hobma, 2016). It is quite common for multiple land-use plans to exist within one municipality, they then often consist of different regions, like urban and rural areas, with a land-use plan that together form the land-use plan of the larger municipality (Hobma, 2016). This allows for small land-use plans to be easier to change for a certain purpose. The conditions set out in the land-use plan can be related to rent-and contract conditions. For example when building projects are desired, they first have to be tested against, among others, the land-use plan. The land-use plan can then include conditions that a certain plot or house is not intended for housing or renting or if an exception is made. When the land-use plan changes, this might also impact the current program of the involved building. It is therefore important to always consider the land-use plan and in case this changes to check what the implications mean regarding what can be built where and which regulations apply. The land-use plan in that matter can determine whether renting or even housing is permitted and this might change with a new land-use plan. Therefore, the land-use plan should always be considered before the start of leasing out a dwelling and should regularly be checked if the function is still allowed according to the, possibly new, land-use plan.

Policy document on external appearance
The Policy document on external appearance (Dutch: Welstandsnota; Wn) refers to the appearances of building projects and their impact on the built environment (Ww:12; Ww12a). The municipality is responsible for creating this document and its policies as well as the criteria that are used to judge the policies by executing authorities (Ww:12a). These policies include conditions regarding temporary appearances and exceptions. The policies that are included in the Wn can be on any kind of appearance, examples are colour, sizes and objects. The implications of the Policy document on external appearance can be that certain changes or uses of a building or house are not in line with this document and are therefore not allowed. When reflecting this back to rent- and contract conditions this could mean that certain activities are not allowed. Cases from practice could be to hang clothing outside or to paint exterior facades as they impact the appearance of the dwelling. In case that the appearance of the dwelling is in conflict with the Wn, this may lead to a conflict

where the municipality has to make an executive decision whether that appearance is allowed or should be turned back to a state that is in line with the Wn. The Decides minor repairs mentioned that the landlord is responsible for maintenance on the exterior of the building and can therefore impose conditions regarding the exterior of the house based on the Policy document on external appearance. So, the Wn deals with regulations regarding appearance which can have a link with conditions included in a lease. In the event that the image of a building, house or dwelling changes due to the tenant and is not in line with the Wn the landlord can use this document as legal grounds to restrict the tenant to reverse the change that was made.

Executive role

Additionally, the municipality is there to execute and check national laws as mentioned in the beginning of this subchapter. Previous subchapters have already mentioned this role, yet there are amendments that ought to be mentioned. The municipality has to make sure that the nature of the used object is not changed. When a building is assigned to a certain function, that is the only function that the building can be used for. If that function is to be changed, permission from the municipality is required. This role is an extension to the documents mentioned in this subchapter. Other checks are to make sure that all groups of society are taken into consideration to create a fair and balanced housing market, responding to the municipal duty of protecting public interests for housing. They can use different legal documents to do so like the civil codes, both housing laws, municipal policies as mentioned above and other policy and legal documents. When a plan involves different municipalities, because of an overlap for example, it is their obligation to work out the plans together with all involved municipalities. These tasks add onto the importance and the possibilities of the municipality to perform their executive authority.

Conclusion

To summarise, the municipal policies are in place for the municipal council to have a grip on the housing stock and developments within it to be tested against their visions, for the long term, to guarantee and protect public interests for housing. Conditions can be on different scales and matters, yet all of them contribute to the same cause. For rent- and contract conditions this means that leasing out a house is not always possible or should be intended for a certain target group. Additionally, buildings are dedicated to serve a purpose and should adhere to predetermined conditions. In any case that the function is desired to change, this should be approved by the municipal office first and suitable conditions are linked to different kinds of activities. Therefore, the combination of the municipal policies impact rent- and contract conditions as together they state the possibilities of rent and what to consider in specific situations as well as impose the executive role of the municipality for safeguarding their conditions, documents and compliance.

4.5.3 Regional conditions

In addition to municipal policies, a municipality can also have their own rules. It must be mentioned that these rules must adhere to higher laws, like national and international law and cannot conflict with them. These conditions make it possible to address issues that arise in the municipality that do not necessarily need national attention. When it comes to housing, a municipality can decide to make regional rules and this has been done in the past. These conditions can consist of permits, pilots, assigning target groups, a maintenance duty, a self-occupancy duty, urgency statements and annual statements. The first four conditions have been mentioned in previous subchapters, however the last three mentioned conditions have not yet been discussed in this thesis and are therefore elaborated on now.

Self-occupancy duty

The first condition that has been imposed by some municipalities is the self-occupancy duty. This duty is executed differently in different cities, yet the idea is the same in all. A total of 130 municipalities like Amsterdam, Rotterdam and Tilburg, but also smaller municipalities, have embedded this idea. This condition obligates the buyer of a house under a fixed price to reside in that house for a minimum period of time before they can sell or lease the house (NOS, 2021a). This price varies per municipality, but often ranges from €200.000-325.000 (NOS, 2021a). This is done to prevent investors from buying houses for the purpose of leasing them out and disrupting the competition in the housing market, taking away the supply for regular people to become private homeowners. This initiative of the municipality can be categorised as a proactive role the municipality took as an executive authority to guarantee public interests for housing and to protect homes from becoming investment objects. This in terms might reflect on leasing and leasing conditions that there should be attention if a dwelling is eligible for tenure on purchase.

Urgency statement

The urgency statement for target groups to obtain a dwelling is one of the tasks of the municipality (Ww:46; Hw11). This statement makes it possible for people that are in urgent need of a dwelling to have priority to obtain a rental house. As waiting lists are over 7 years in 25% of the country (NOS, 2021b), this is not always feasible for everybody. The municipality in this case reviews applications and makes statements for target groups and cases that have priority in getting rental homes assigned to them. This assessment makes it possible for real urgent matters to surpass the long waiting lists to protect vulnerable citizens from the disrupted housing market. However, it should be stated that this condition is a last resort and the assessment is very strict and without guarantees. Thus, this urgency statement is an instrument the municipality can use for the purpose of public housing and only in particular cases that are carefully assessed.

Annual statements

Annual statements refer to the plans that landlords have to make in order to be eligible for rental. Among these statements are the maintenance duty (Ww45) and statements of service costs. These statements have also been discussed in chapters 4.2 and 4.4, however there are notes to this. While most of these obligations are either in the Housing law 2014 or Civil Codes, the municipality is described in these laws as the authority to check these statements and whether they are executed properly. Additionally, the municipality can ask for additional statements or information regarding these documents to be in line with municipal policies and visions. Different municipalities can have different focuses and plans might change, making the information in the statements useful information for municipalities to realise their ideas. The annual statements therefore work twofold, the municipality can check whether the landlord keeps to their duties and the municipality can use the information to improve corresponding documents.

Conclusion

Regional conditions can be added when it comes to rent- and contract conditions. Municipalities have the authority to embed conditions in their document regarding this topic and there are examples

where this is done. Through means of permits, pilots and target groups the municipality can enforce conditions as is already mentioned in earlier subchapters. Moreover, the municipality can also use other conditions, like a self-occupancy duty, an urgency statement and annual statements. All of these conditions are regional implications that can be used by the local authority of the municipality to improve and safeguard public interests for housing. They impact the use of houses and enable them to set out conditions and to protect public interests for housing so as to minimise that citizens are benched in the market.

4.5.4 Conclusion

The municipality, and to a larger extent provinces, have the option of determining how buildings, streets, neighbourhoods or regions are put into use from the perspective of combating the imbalanced and unjust effects of scarcity of housing and the existing housing stock. They do so by using different instruments and in this subchapter permits, municipal policies and regional conditions are discussed. These instruments are substantiated by the law, making it accessible, determinable and fair. The aim of these instruments is clear and when it comes to rent- and contract conditions these instruments provide the tools for municipalities to execute their authority and to enforce the law to make rent- and contract conditions more fair. This is done through using suitable substantiation depending on what category discussed the issue can be linked to.

4.6 | LEGAL DOCUMENTS; ADDITIONAL CLAUSES

The previous subchapters have elaborated on the main themes when it comes to rent- and contract conditions, moreover there are other articles in legal documents that have not yet been discussed and should be considered for the legal framework. This subchapter mentions clauses per legal documents that have not yet been mentioned in the previous subchapter, yet do have significance in regard to rent- and contract conditions for the housing sector. This subchapter is the final topic of the legal framework of this chapter as seen in the image below.

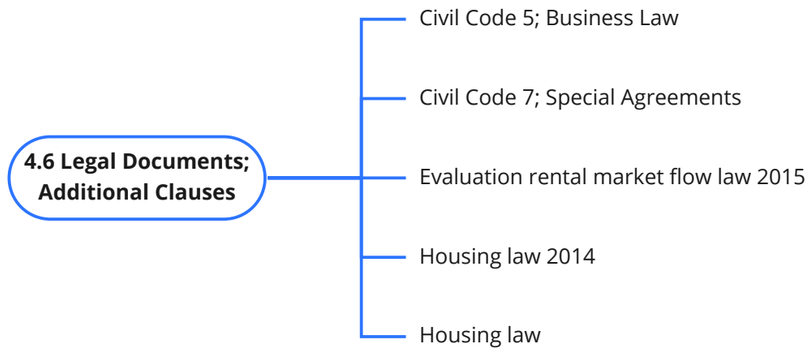

Figure 4.6: Legal document and additional clauses (Author, 2022).

4.6.1 Civil Code 5 (BW5) Business law

Throughout this thesis BW5 has stated the apartment rights of property, the association of owners and conditions regarding shared facilities. In addition to the already mentioned topics and related articles, there are additional articles related to rent- and contract conditions.

First, Title 4 of BW5 states the powers and obligations of owners of neighbouring properties. Among the articles are statements on several arrangements of relations. The main line of which is that the owner of a property may not, to an extent or in a manner that is unlawful under Article 162 of Book 6, cause nuisance to owners of other properties (BW5:37). This is important in combination with BW5:119 stating that changes to the apartment may be made without notifying other owners, however all nuisance and depreciations are at the expense of the owner making the changes. This means that conflicts may arise if too much nuisance is caused and the risks and obligations rest at the person causing the nuisance or depreciation towards others. This is applicable for both home ownership as rent as the tenant is considered the user and responsible person for the dwelling.

BW5:106.4 defines apartments rights as: **“An apartment right is understood to mean a share in the property involved in the division, which includes the authority for the exclusive use of certain parts of the building that, according to their layout, are or are intended to be used as a separate whole”.** This means that an apartment is only a part of a whole and agreements are in place to define this separation. BW5:111 elaborates on this aspect by stating what should be included in a deed of division. Amongst this are the local place of the building or land, a precise description of the distinct parts of the building or land intended to be used as a separate whole, the cadastral designation of the apartment rights and the indication of the apartment owner and a regulation for registration of the open register. This last regulation is depicted in BW5:112. This relates to the earlier mentioned house rules that the Association of Owners can impose so that different users of a whole building agree on what is allowed in the whole of the building. This clause adds onto that by stating that individual dwellings may appear, yet are part of the whole of the building. Rent- and contract conditions can reflect this.

Other articles refer to the use of meetings to decide on changes. Articles 121, 127 and 128 of BW5 elaborate on the rights of the members of the owners association and how the process of meetings, changes and agreements take shape. When an apartment is leased, the regulations in terms apply to the tenant and are included in the lease. Therefore, the tenant can be involved in the decision making progress.

4.6.2 Civil Code 7 (BW7) Special agreements

The Civil Code 7 is one of the most important documents as it has a specific aim at laws regarding rent- and contract conditions for tenure. In addition to the mentioned conditions and articles throughout this chapter there are conditions and articles that are not yet mentioned in the different categories, yet do need attention as they are relevant for rent- and contract conditions. These conditions relate to living quality, relocation allowance, duty to report and co-rent and change of marital status.

Articles 214 and 215 describe the regulations for living quality. Article 214 states that **“The tenant is only authorised to use the item that has been agreed, and, if nothing has been agreed in this regard, to the use for which the item is intended by its nature.”** This means that the tenant can use the dwelling as can be expected of anyone to use the dwelling including their living habits and activities. The next article 215 states that the tenant is not authorised to change the layout or appearance of the leased property in whole or in part without the written consent of the landlord, unless it concerns changes and additions that can be undone and removed at the end of the lease without significant costs. Additionally, it describes when and how permission must be given or not. This means that changes as painting or putting up a painting are changes that can be undone at the end of tenure and can be expected to be done by any person using a dwelling and are allowed. Moreover, replacing the kitchen or changes on the external appearance of the dwelling are not in line with these conditions and permission of the landlord is required before these changes can be made.

It is possible that the landlord has reason to relocate a tenant. These reasons must be justified, like renovation, and communicated at least three months in advance when possible and this is described in BW7:220. When relocation is required the landlord is required to pay relocation allowance for the tenant and the amount is determined and published by the government each year (BW7:220.6). This means that the landlord does have legal grounds to terminate the lease and relocate the tenan, however the reason, process and compensation need to be considered to execute.

Article 222 states that the tenant has a duty to report when they discover defects in the dwelling or when third parties interfere with their living quality or assert any right to the good. This makes the landlord aware of the situation and they can act upon it when needed.

In articles 223 and 224 it is stated that the tenant is cooperating to grant access to the dwelling if the landlord desires to sell the dwelling to a new owner or when the tenure ends, to new tenants. This must be done for the landlord to be able to show the dwelling to potential new owners when sold or occupants after the period of tenure.

The person on the lease is the occupier of the dwelling and the person responsible. However, in articles 266 upt 268 additional conditions are stated. These conditions include that the registered partner or spouse is legally co-tenant when they take their main residence in the dwelling. The conditions for co-tenant are described in these articles together with conditions of what happens if anything happens to their relation, marital status or one of them. If the registered partner or spouse does take main residency in the dwelling or if anything in the situation changes the tenant(s) have the obligation to inform the landlord of the situation (BW7:270a).

4.6.3 Evaluation rental market flow law 2015 (Wdh)

Chapter 4.3 mentioned temporary contracts and target group contracts. The latter is experienced as doing well in practice, where the first raises questions of uncertainty and stress for tenants. This is mentioned in chapter 4.3 and in the problem statement. It is important to note that the implications and evaluation results should be weighed when considering rent- and contract agreements. Thus, this document does not necessarily have direct implications on rent- and contract agreements, yet it is important to consider and to keep evaluating new implications to learn from it and have the possibility of new conditions arising from the process.

4.6.5 Housing law 2014 (Huisvestingswet)

The housing law 2014 is referred to in different subchapters. The main implications are in regard to responsibilities, permits and the safeguarding of public interests for housing. In addition to the already mentioned articles of the Hw article 35 describes the fines. The category of the fine, and thus the amount that can be fined, depends on what condition and article are broken and are included in the housing regulation as described in Hw:4. These categories refer back to BW6 regarding the severity of the fine. This is the legal substantiation to be able to tackle violations of the housing law 2014.

4.6.6 Housing law (Woningwet)

The Housing law (Ww) includes articles regarding building and public housing. The topic of public housing is depicted in different subchapters of this thesis and implicates the protection of public interests for housing, however the topic of building has received less attention. To begin, the owner and occupier of a building are responsible to safeguard health and safety; the owner for the services and the occupier for the maintenance (Ww:1a). This is an important aspect for all dwelling and applies to all buildings without exceptions. Next to that, if renovations or alterations to the building, or part of it, are made that part needs to adhere to all current legislations as mentioned in Ww:2 and the responsibility lies with the executive party of the alteration (Ww:4). Exceptions to chapters IIIa and IV of the Ww are possible in the event of an experiment (Ww61u). This experiment is only authorised when it contributes to possible improvement of public housing and specific rules for the experiment are formulated (Ww61u). These rules should at least include the purpose, in what way it deviates from the exempted articles, for whom the exemptions are, the duration of the experiment and in what way and with what criteria the experiment is evaluated. Thus, the housing law (Ww) has a few conditions that impact rent- and contract conditions that are not always applicable or explicit in a lease, however are of importance and can impose conditions to take into consideration.

4.6.7 Conclusion

This subchapter is an addition to the earlier subchapters in regard to the legal framework. The main subjects that are discussed are supplemented by the conditions mentioned in this subchapter per legal document to create a holistic framework. These conditions are harder to categorise or to pin to a certain topic. However in all cases the mentioned clauses of the documents have a direct correlation with rent- and contract agreements and in respect mention what party or responsibility is involved and how. Therefore, this subchapter can be seen as a supplement to the legal framework of the earlier subchapters.

4.7 | CONCLUSION

This chapter has been focussed on making a legal framework for rent- and contract conditions. It provides legal substantiation as to what legal conditions are currently defined. The subchapter provides detailed information about the different categories and legal principles when it comes to rent- and contract conditions. This subchapter provides an overview of the legal framework and a conclusion to the chapter. First, overviews are created to present the most interesting findings, different topics and legal documents. After that a more analytical conclusion of the chapter is given as to what the implications of the data from this chapter is. That part elaborates on the holistic view of the legal framework and how to further use it in the context of this thesis.

4.7.1 Overview

The figures in this paragraph provide an overview of the rent- and contract conditions. This is done by first providing an overview of what must and must not be in a lease, after that an overview is shown what to pay attention to in a lease and an overview is given what legal documents and topics therein are important to consult. Together the overviews provide an answer to the second research question:

What fair rent- and contract conditions are currently legally defined?

To answer this question this entire chapter has provided the legal framework that is currently defined. There are different types of data and categories making the question not answerable in one sentence. Therefore, to provide an answer to this research question overviews are created of the most important information in this chapter in different types of overviews. These overviews together show the rent- and contract conditions that are currently defined.

Do's and don'ts

The first figure is shown below and shows do's and don'ts for a lease. This overview is a list of information that first shows all the information that is standard in a lease and second what can not be part of a lease or is not allowed. The information is based on the information provided in this chapter and can be found in the different subchapters. The selection of the information is made after the analysis of the legal framework and the data in this chapter are considered to determine the most important information. The total overview is an indication of what to focus on when it comes to what is standard to be in a lease and what is definitely not allowed according to the legal framework.

The do's are mainly derived from chapter 4.2 defining the standard information and the elaborations of the topics mentioned in that chapter. These are conditions that are paramount to a lease and must always be included to the lease in an accessible and determinable way with the proper legal reference.

In the list of don'ts are conditions that are not allowed according to the legal framework. The topics in this part of the overview are derived from the legal articles throughout this chapter that specifically mention that a certain condition or activity is not allowed to be part of the lease. When these conditions are found in a lease this is a direct indication of unfair rent- or contract conditions and a legal consult is advised to determine if any follow up is needed.

What conditions and information should be in the lease:	
Do's	**Don'ts**
Name, address, identity of all parties	Living restrictions - Personal preferences (leading to discrimination and is any information that is not needed to determine identity)
Description of the service (in word or picture)	Use/personalisation of the dwelling
Moment of entry and termination	
Price and payment details - Basic rent - Maintenance costs - Utilities and service costs - Deposit - Payment period - Means of payment	Disproportionate prices for - Basic rent - Maintenance costs - Utilities and service costs - Agency, administration etc. - Deposit
(General) terms and conditions	No permit/permission or proper documents
Additional documents if applicable - General rules and conditions - Permits - Reports - Energy label - Deed of division	Illegal fees - Agency costs (or under another name) - Contract costs (or under another name)
Determinable and constable	

Figure 4.7: What should be in the lease (Author, 2022).

Points of attention

The next figure elaborates on what to pay attention to when dealing with a lease. It states a topic to focus on and what question to ask yourself regarding that topic. To answer the question examples have been provided of the different information that can be found in this chapter. For more detailed information that example is elaborated on in this chapter as to what conditions are linked to the specific example. It is not the case that these are the only questions to ask yourself, however they do provide important knowledge of the broad categories within leases complementary to the previous figure.

The following overview provides an elaboration of what to pay attention to when entering a lease. The first column states a topic that is derived from the legal framework of this chapter. These topics are taken from the different subchapters and are chosen as they categorise important considerations after analysis of the information in this chapter. The detail column poses a formulated question that can best be asked by the tenant to consider their conditions. To answer this question the information of the corresponding consideration is found throughout this chapter. To determine what that consideration is the third column provides examples of considerations regarding the question. The examples are taken from the discussed subjects within the subchapters of the legal framework.

Considering the whole of the overview it points out different topics to consider in a lease and what important questions to answer yourself when considering rent- and contract conditions. The examples indicate where the corresponding answer can lead to and what part of this chapter provides more detailed information to consult.

Points of attention when checking your lease		
Topic of conditions	**Question to ask yourself**	**Possible answers**
Type of contract	What kind of contact do I have?	Fixed-term, indefinite, interim rent, vacancy law, holiday rental, room rent, sublet, landlady
Target group	Do I and my lease belong to a target group?	Handicapt, elderly, young people, student or promovendi, large family
Appendices	What documents are added to the lease and are they referred to in the lease?	Permits, general rules and conditions, state of delivery
Annual statements	Do I get an annual statement for made costs or decisions?	Utilities costs, service costs, changes in costs, changes in services, changes in general rules and conditions
Notice	Do I get notice of a change?	Changes in general rules and conditions, termination or end of lease, defaults, repairs or maintenance, inspections, new tenant(s)

Figure 4.8: Points of attention for lease conditions (Author, 2022).

Important documents

The next figures 4.9 and 4.10 are an overview of the different documents that are discussed in this chapter and are separated in an overview of legal documents and additional policies. These documents are the ones that are discussed in this chapter. The overviews state the name of the document and a detail on what that document focuses on in relation to this thesis. In addition, the column of topics enlists in more detail what categories of information can be found within this document and is used in this chapter. This makes it possible to know what document to consult with a quick glance determining on the topic of the information that is required. The notes column is used to provide some additional information to the document, if this is needed, as to elaborate on that particular document. The dutch translations of the document titles can be found in the glossary at the end of this thesis.

These two overviews are created to consult where to find the legal substantiation of different topics. The current legal conditions are defined through different legal documents who all contribute, supplement and reference each other. The overviews as shown below make it possible to look at the different documents and have an idea what relevant conditions are found in that document.

Legal document	Objective of the document	Detailed topics of the documents	Additional notes
Act on consultation between tenant and landlord	When and how to communicate between tenant and landlord	- Informing about changes - Contact regarding defects - Consultation about conflicts - Rights and duties tenant and landlord	
Act on rent allowance	Conditions and regulations regarding rent allowance	- When eligible for rent allowance - The height of the allowance - Changes in allowance - Information duty	Not discussed in detail, yet relevant in subchapter 4.4 price
BW2: Legal entities	Rules and regulations to adhere to as a legal entity	- Associations affiliating with leasing (one or more) houses - Annual statements - Right of enquiry	
BW5: Business law	Rules and regulations to adhere to referring to ownership	- Ownership of property - Neighbouring plots - Apartment rights - Association of Homeowners (VvE)	
BW6: Contract law	Rules and regulations to adhere to regarding contracts	- Commitments - Required information - Legal grounds - Fines	
BW7: Special agreements	In this case, referring to the articles of special agreements concerning rent- and contract conditions	- Rent - Responsibilities of the tenant and landlord - Rights and duties of tenant and landlords - Mediation and agency - Payment transaction - Deposit - Insurances - Target groups	This document has an entire chapter dedicated to rent and is often referred to or functions as a basis for laws regarding rent
Criminal law	Determination of crimes and violations and the sanctions	- Crimes - Violations - Severity and sanctions	Addition to BW6
Decides minor repairs	Who is responsible to pay for what repairs (tenant and landlord)	- Minor repairs - Periodic repairs - Large repairs - Deviations - Responsibilities	A clear overview is provided by Rijksoverheid
Decides rental prices for living space	Determination and substantiation for the point awarding system	- Point awarding system for different types of dwellings - Independent - Dependen - Caravans - Pitches	Information mainly in the appendix
Housing law	Rules and regulations regarding building and public housing	- Building - State of a building - Conditions for associations and companies - Provisions for housing market - Rights, duties and responsibilities	In english this document has the same name as another document, therefore the year is added to the other document
Housing law 2014	Set new rules with regard to the distribution of housing and the composition of the housing stock	- Housing permit - Housing ordinance - Offering of housing - Distribution of housing stock - Execution - Deviations	In english this document has the same name as another document, therefore the year is added to this document
Municipal law	Municipal authorities and responsibilities	- The authority of the municipal council - Responsibilities of the municipal council and municipality	
Regulation on admitted institutions for public housing	Regulations on what institutions should do towards public housing and when they are	- Organisation of institutions - Tasks and execution - Duties and responsibilities	
Rental market flow law 2015	Implementation of temporary leases	- Types of leases - Regulation for use of leases - Target groups - Implications for other legal documents - Deviations	

Figure 4.9: Overview of legal documents (Author, 2022).

Rental price implementing act	Determination on the amount of rent	- Using the point awarding system - Basis to determine rent - Increasing rent - Deviations - Conflicts - Rights and duties - Rent commission - Tasks, responsibilities and assessment details	In combination with Uhw
Urban Problems Special Measures Act	Regulations and conditions aimed at large urban issues	- Access to the housing market - Changes in legislation	This is an amendment to existing laws
Vacancy law	Conditions for leasing a vacant building	- Types of buildings - Termination - Deviations from legal protection (tenant and landlord) - Special conditions - Contract conditions - Permits	

Figure 4.9: Overview of legal documents (Author, 2022).

Additional policies	Objective of the policy	Detailed topics of the policies
Housing vision	Public housing	Defining purposes of locations and buildings
Land-use plan	What can be build where and which regulations apply	Plot description and measurements Functions Regulations and restrictions Possibilities Details
Policy document on external appearances	External appearance of buildings	Vision of appearances Regional Conditions of verification Implications
Structure vision	Handle for municipalities on maintaining grip on building projects	Vision for areas Functions Regulations Target groups
Building Ordinance	Rules and regulations regarding building quality	Safety rules Health rules Quality rules Building and construction rules Details

Figure 4.10: Overview of additional policies (Author, 2022).

To conclude, the overviews that are presented in this subchapter showcase information in different ways that are relevant to determine what rent- and contract conditions are currently defined. The overviews are used to have an indication of what is standard and is not allowed to be part of the rent- or lease conditions, what important considerations are to analyse leases on their rent- and contract conditions and what legal documents are consulted to define the legal framework and what documents provide what pieces of information. Thus, with this information the following research question is answered:

What fair rent- and contract conditions are currently legally defined?

The answer is found through the overviews above and in more detail in the legal framework of this chapter and the referred legal documents for substantiation.

4.7.2 Analytical conclusion

The second part of this conclusion is more analytical of the implication of the provided information and overviews. This part elaborates on the holistic view of the legal framework and how to further use it in the context of this thesis.

The definition of the legal framework was a process of many aspects. It includes many different (legal) documents that are complex and require expertise. In addition, there are many different articles, conditions and elements that are in need of combination and categorisation. Seen that this thesis is not a legal thesis a selection and analysis of the data is required to create a legal framework that is relevant for this thesis. This is done by making different categories to link to rent- and contract conditions directly.

This raises the question why the legal framework needs to be so extensive, complex and specialised and there is no easily understandable, insightful and manageable overview provided. This chapter aims to be a step closer to this objective related to the topic of this thesis. The legal framework of this chapter, and in extension this thesis, is used to inform about the main topics, conditions and substantiations. After being informed, this information leads to awareness of the legal framework that can be used by anyone regarding the fairness of rent- and contract conditions. However, professional expertise or assistence is advised to consult through means described in the documents, like a tenant organisation, rent teams or the rent committee.

To conclude, this chapter discusses the extensive and difficult side of the legal framework that functions as the building blocks of making the knowledge manageable and known to consult for determining the fairness of rent- and contract conditions. The implications and information of this chapter are described and are found in detail at the corresponding places of this chapter with legal substantiation. For further details and further steps with the legal framework there are professionals to consult with an expertise on this topic.

05 | CONTRACTS AND CONFLICT ANALYSIS

From the problem statement and the introduction it has become clear that conflicts arise from rent- and contract conditions. To create better insight in these conflicts more in depth analysis is done. These analyses are done through looking at standard contracts, inventorisation of frequently asked questions of organisations coping with these conflicts, published research and other publications. The findings are presented in this chapter in two subchapters, contract analysis and conflict analysis. The contract analysis focuses more on the conditions that are present within standard leases and if they are in conflict with legal articles. The conflict analysis presents the findings on arising conflicts from different sources, like websites (faq's), articles and publications. Together they provide different perspectives and lead to an overview of what conflicts occur and what legal reference there is to it. This is then used to answer the third research question, which is the focus of this chapter:

What conflicts/unfairness happen(s) most due to rent- and contract agreements?

For the contract analysis a total of 19 leases are used. These leases are analysed next to each other and the legal framework of chapter 4. First, the similarities between the leases are looked at. What information is present in all leases and how are they presented? These similarities are compared with the legal framework as to how they relate to the basic information that is required. Next to that, the differences are written down. For specific contract types the corresponding conditions are compared to what the legal framework insinuates. On top of that, the conditions that are mentioned in some, but not all, of the leases are mentioned. Why is it that these conditions are not present in all leases, how do they relate to the legal framework and what is the (legal) substantiation and reason to include these conditions. All of this is elaborated on in chapter 5.1.

The conflict analysis looks into questions, causes and implications of conflicts regarding rent- and contract conditions. Different media are used to find current conflicts, like rent teams, publications and tenant and landlord associations. These sources and conflicts are analysed and the most common conflicts are categorised and discussed. The main causes for conflicts and questions about them are explained to show what the underlying problem is. After the background is known, the legal framework is used to determine the legal reference of the conflicts to see if this provides a resolution. This explains the main conflict types and refers to possible solutions or tools to use to act on the conflict. Not all conflicts that are found are discussed as there are many, yet this subchapter elaborates on how to approach conflicts as to analyse what the problem is, relate it to the legal framework and from there work towards a resolution. On top of this several pilots are analysed. These pilots aim to solve excesses in the housing market and have a similar approach to this thesis as the conflict analysis. In this subchapter the pilots are categorised by their instrument. First the underlying problem is mentioned and its impact. Afterwards, the instruments are discussed as to how they are used and what their aim is. This information shows the role of the pilots in tackling the excesses and conflicts in the housing market and what instruments are used to do so.

5.1 | CONTRACT ANALYSIS

Large organisations often use standard contracts that can be found or are referred to on their website. Several of these contracts are easily accessible on different websites or by reaching out, others provide the contracts for a small price and there are organisations that do not publish their (standard) contracts. In this thesis standard contracts and existing leases are inventarised from the ROZ, Aedes, Woonbond, Platform 31, MVGM, 123 wonen, TBV wonen, Vestia and a couple of private contracts, resulting in a total of 19 leases that are analysed. They provide general leases and specific leases, like target group contracts, the vacancy law, temporary leases and (in)dependent tenure. The different contracts have been looked at, compared next to each other, compared next to the legal conditions and analysed for their relevant and special conditions. This resulted in categorisation, similarities and differences of conditions. The findings are discussed in this subchapter and first elaborate on the general findings that can be found through most, or all, leases and second, provide details on specific and other conditions that are presented through analysis of the contracts. This relates to the third research question regarding what conflicts do or do not lead to conflicts and (un)fairness of rent- and contract conditions.

First the coherence within contracts is analysed. This is a result of analysis of the leases and investigates the coherence between both coherent conditions in different leases as the coherence of these leases with the legal framework. The do's and don'ts in Figure 4.7 and points of attention in Figure 4.8 are used to do this analysis and points to conditions to focus on when analysing the leases. Using these figures brings to light coherence with other leases and the legal framework as well as discrepancies when conditions are not in line with what is to be expected. The fact that similar conditions are found throughout the leases does not mean that these conditions are indeed coherent to the legal framework as is shown in the analysis.

Next to that, discrepancies of contract conditions are analysed. These discrepancies are conditions that are not present in all leases and are only found in some of them. Additionally, categories of discrepancies mention certain conditions without their full or any legal reference. For these conditions the analysis investigates whether or not they have a legal reference and if the condition is in line with the legal framework. Therefore, the discrepancy is linked to differences between the analysed leases and disrupantancy of the legal framework.

5.1.1 Contract coherence

Analysing different leases gives insights into differences and similarities between them. First of all the similarities are explained and are referred to their (legal) substantiation. In chapter 4 the framework for leases is shown and this is used to analyse the contracts. The categories of this chapter are derived from the analysis that shows categories of similarities and mostly relate to categories from the legal framework that are part of the standard information as mentioned in chapter 4.2.

To have a better understanding of how contracts are different, striping away similarities against each other leaves the differences. However, through the process of taking out these conditions other insights arise. How come this standard information is present in all leases and what are these conditions about? To answer this question the coherence of the contracts must be analysed. This is done to help understand the structure of leases and why certain conditions are or are not present in leases. In addition, coherence of the conditions that are present in all, or almost all, leases do not necessarily mean coherence with the legal framework. Therefore, in addition to analysing the coherence of conditions and why they are present in all leases the coherence with the legal framework of these conditions is analysed. This generates an outcome of coherence between conditions within leases and coherence of these conditions with the legal framework.

Identity

The identity of all parties must be determinable and accessible in the lease. For the organisations as landlords this is their institutional information when they are registered. Moreover for private landlords and tenants this includes their full name and current address, this address is not that of the dwelling to be leased. This is in line with BW6:230a and is the minimum required information to determine the identity. In addition, some of the landlords ask for supplemental information. According to the law this is allowed as long as it is not discrimination and personal information or preferences. The information asked in the analysed leases ask information regarding date of birth, official document (passport, ID or driver's licence) and contact information (email and phone number). This information is allowed to be asked and is more as an addition than a selection criteria or personal information. Moreover, in one of the leases the profession of the tenant is asked. This is an example of information that is not directly linked to the identity of the person and says something about the personality or preference of the tenant and therefore does not need to be answered. This shows that the information that is asked to determine the identity solely implies to prove that the person is who they say they are.

The main features of the service

The next part of the leases involve the features of the service, in this case the dwelling. The lease includes the details of the dwelling including the location, the purpose and a description of the dwelling. The location includes the address and city, sometimes supplemented by the postal code or division of what part of the dwelling, like apartment 1c. The purpose of the dwelling refers to the housing activity that the dwelling. For normal tenure this is a description that the dwelling is meant for housing and no other functions. However, for different types of tenure additional information is included in this part.

To visualise this a target group contract is used. In this type of contract it is mentioned that the purpose of the dwelling is for a specific target group, say large families. Additionally the applicable regulations state that the tenant is indeed part of that target group, that they comply to prove that annually and provide the information within 3 months when asked and that failure to comply or when not (or no longer) part of the target group this is reason for termination of the lease.

This is one example, however in the other types of leases, as described in chapter 4.3, the corresponding information regarding that type of lease is included in this part of the lease. In the different leases that are analysed the corresponding information, as described in chapter 4.3, was present without deviations or defects to the law. Notable for the analysed lease in the vacancy law is that the purpose of the dwelling is temporary lease and a description of the permit details and reference to it is, and must be, added. It may happen that the number of people to occupy a dwelling is mentioned and this happened in two of the leases. At the moment of conclusion of the lease this can be asked as a result of local policies. However national law dictates that when married or registered partners the spouse or partner is allowed to take entrance in the dwelling BW7:266. This is the case for two of the analysed leases, therefore it should be noted that the limit can be exceeded due to this law as long as it does not interfere with the law that the safety and health are compromised.

Next to the location and purpose of the dwelling the description of the dwelling is added. In leases this can either be done in word or picture according to BW7:224. This is proven in the analysis of leases as most leases add a document with pictures, their titles and a small note or status which they refer to. This document shows what is part of the service and describes points of attention like furniture, appliances or state of delivery. Additionally, in all cases it is referred to in the description of the dwelling part of the lease and is mentioned again at the end of the lease regarding referred and included documents. In some of the leases the service is described in words and additionally a document with the state of delivery is added. In only one case only a description of the dwelling in word is added in the lease. The use of this description is in line with the legal framework as described in BW7:244 and this protects all parties from miscommunication or unclarity. However, in the case of only a description of the room it is the risk of the landlord to prove that the state of delivery and the state of termination are the same. Without proper evidence that these states are different the landlord has no claim that the dwelling indeed changed according to BW7:224 and failure to prove makes the landlord responsible. Therefore, the description of the dwelling is important for all parties to prove if there are any changes or damages and whose responsibility that is.

To summarise, the main features of the service include the purpose, location and description of the dwelling. This is in accordance with the legal framework as sketched in chapter 4. Additionally, for certain types of leases additional information is required to describe the specific purpose of the dwelling. Next to that the description of the dwelling is required to determine if the state of delivery is different then the state of termination according to BW7:224. This can either be done in word or picture and is to protect all parties from miscommunication or unclarity. When an extra document with the state of delivery is made, this is referred to in the leases. One of the leases has a higher risk for the landlord as it provides only a description of the service and no state of the service making that they have to prove that changes or damages are directly caused by the tenant.

Moment of conclusion and termination

In line with the features of the service comes the moment the service starts and thus in extension the moment of conclusion and termination. The start of the service can be a different moment than the moment of conclusion as the lease can be signed, and thus concluded, earlier than when the service starts.

The conclusion of the lease is in most analysed cases mentioned at the end of the lease. At this point the signatures and signing date are placed and the signing date is the moment the agreement is concluded. The signatures of all parties make the agreement accessible and determinable and make the lease binding as of that moment. The date of conclusion is different then the starting date of the service and is therefore only mentioned at the end when all parties sign off to the agreement and determine at what moment that agreement is concluded. The signatures of all parties entering the lease must be on there and the date and place are included. By signing the lease it becomes a binding legal document from that moment onwards as an agreement of the service between the parties.

The start of the lease is mentioned in all of the leases with a starting date. The leases for an indefinite period do not have an end date, however some of the leases mention a minimum period of tenure, like 12 months. The law says nothing about a minimum period, thus this might be considered a grey area. Moreover there are no laws against it, thus it can be seen as a normal agreement to mitigate risks and is allowed to be in the lease as an agreement of the condition. For temporary leases more information is present in the lease. The temporary leases all mention the starting date and the period of the lease. In almost all analysed leases the period and the date of termination are mentioned. Additionally a note is made that after that period, if the lease is not terminated the period is automatically extended to an indefinite lease. In the analysed leases the period is in line with the legal framework of chapter 4.3 and is either a period of 2 (independent dwellings), respectively 5 (dependent dwellings), years for temporary leases or the allowed period as mentioned in a permit for tenure that is added and referred to in the lease.

The termination of the lease is combined with the start of the lease. The type of lease determines whether the lease is for a fixed-term or indefinite. In the event of a fixed-term lease, the end date is mentioned after the starting date. In the analysed leases this is done in the next article point. For an indefinite period no end date is mentioned, yet it is mentioned that the lease is for an indefinite period. After that, the basic grounds for termination are mentioned. In all analysed leases and according to the law, the process of termination must be stated in the lease. For the tenant a notice of termination must be done at least one month in advance and before the date of payment, or in case of other periodic payments the period of one term of payment in advance (BW7:277.5). For the landlord a period of at least three months and one additional month for each year of tenure, with a maximum of six months, must be considered (BW7:271.5). Additionally, the landlord must provide an legit explanation as to why to terminate the lease and must adhere to the grounds mentioned in title 4 division 5 subdivision 4 of BW7. This period is mentioned in all leases, however not all define the termination process to the fullest as the law does. The termination period of the tenant is mentioned according to the legal conditions in all leases. However, for the landlord the leases often mention the period of at least three months without further elaboration. Most of those leases refer to the law or mention the law in the corresponding article. The location for this condition deviates, too. In most leases termination is mentioned in the same article as the start and the period of the lease. In others is referred to the general terms and conditions or the termination is an article on its own later in the lease. Next to the common conditions for termination it is important to consider the specific terms for termination when it comes to specific types of leases. This is elaborated on in chapter 4.3 for more detail. This makes that this condition is slightly more difficult as there is a detailed procedure for termination with specific conditions that apply when using specific types of leases. Most of the leases describe the proper process, however fail to mention all the details in the lease itself. Therefore, it is important to determine your type of lease and the specific conditions that apply when it comes to termination in addition to the conditions that are mentioned in your lease.

Therefore, the moment of conclusion, the starting period and the termination are important for a lease. The moment of conclusion is when the agreement is made and is often done at the same part as the signatures are to make the lease determinable and accessible. The starting period is mentioned in the lease by date and is the moment when the service becomes available for the tenant. The end of the lease period, if there is a predetermined one, is mostly mentioned by date right after the starting period date of the service. The termination is a little more difficult and is done in different ways in the analysed leases. There are legal conditions to termination that are mostly described in the leases, yet most leases only describe the basic conditions. Additional conditions that apply and are more specific for the type of lease are sometimes referred to and other times left out, nevertheless the conditions of the law always apply and can always be consulted.

Payment and prices

The tenant is obliged to pay the consideration in the agreed manner and at the agreed period (BW7:212). This means that the tenant must pay the rent to the landlord in the agreed manner as stated in the lease. This agreement includes at least the amount, the way of payment and a split of the costs as is in adherence to the legal framework of chapter 4.4. In addition, conditions to change the amount of rent are included in the lease.

The payment and prices are in all leases a new article or category, however they go by different names. At the start of the article the basic rent is mentioned. This is the price for only the rent of the dwelling without the additional costs, as mentioned in chapter 4.4. In the private rental sector this amount is only a statement of the costs, for the other dwellings the analysed leases state that the determined price is based on the point awarding system as should be the case. When the substantiation is not mentioned, it should be questioned whether or not the basic rent is indeed in line with the conditions and legislation as elaborated on in chapter 4.4.2. For the analysed leases the substantiation for the basic rent is present in all but one lease. There are two leases that mentioned an all-in rent without substantiation of the different costs. One of them is in the private sector and is an independent dwelling. Therefore in this case the only question is whether the dwelling is indeed a liberalised dwelling and this can easily be calculated when in doubt. For the other the dwelling is an independent dwelling under the liberalisation limit. In addition, this is a lease that was concluded almost 20 years ago. Therefore, chapter 4.4 describes that the all-in rent can be split by the rent committee when asked. In both cases the conflict for annual statements regarding service and maintenance costs are a point to question. This is legally required and poses the question if the paid costs are indeed the made costs. The legal framework states that these statements must be provided when asked upon or that a plan is presented regarding maintenance and services. When the tenant and landlord are in agreement and the price is not in conflict with the rent conditions this price does not pose a conflict of any kind. However deviations to the detriment of the tenant are not allowed and if this is questioned the rent committee makes a statement of the split costs and can impose new conditions that thereby apply to the lease. This process can be done at any given point, however from analysing both contracts the all-in rent does not directly pose questions if the price is disproportionate and with the rule of thumb (55% rent, 25% service costs) the calculated rent does not seem disproportionate.

After that an overview of additional costs is presented. This overview are the service costs and are a list of services and their monthly price. At the end a total amount of service costs is given. As mentioned in chapter 4.4.3 and 4.4.4 these costs must be supported by annual statements to substantiate the costs and this responsibility is embedded in all analysed leases that the costs are reflected on yearly and an overview will be provided. Aspects to keep in mind regarding service costs is whether the costs are services that you make use of and that the costs are not out of proportion. When in doubt or disagreement, the rent committee or tenant organisation can be consulted for assistance. These costs may change over time. This can either be done because the annual statements show that the prices went up and therefore are substantiated. Or because the services change, which can only be done after 70% of the affected tenants have agreed to these changes. This is an aspect to keep in mind as this changes over time, so cannot be determined from the lease itself other than that the possibility is described in the conditions, which is legally allowed and supported.

In addition, some of the analysed leases are standard contracts and include the option to both have utilities included in the lease or that the tenant concludes their own contract with a utilities provider. In the event that the utilities are to be contracted by the tenant itself it is important that this is explicitly mentioned in the lease. In that case, additional costs for utilities and costs as heating costs are not part of the lease and the rent as the tenant pays this to a third party with a separate agreement. For the analysed leases with a personal contract with utilities providers these costs are not included in the rent and the lease states the responsibility lies with the tenant and it is his obligation to handle this. Next to that, when the utilities costs are part of the lease most of the analysed leases include the costs in the list of services and are included in the total service costs. Only 1 of the leases mentioned the utilities costs separately in the lease. It is not a problem that these costs are combined, however it is important that an annual statement of the costs is provided and that the difference in paid and actual costs is settled. Seen that this applies for service- and utilities costs it is understandable and allowed that the costs are placed together and that the statements to substantiate the costs come together yearly, too.

The way of payment and the payment period are another part of each lease. All leases describe that the payment should be done before a certain day of the month with a payment period of 1 month. Thus, this can be seen as the standard, however chapter 4 already mentioned that this can be different as long as it is mentioned in the lease. For the day of payment most of the leases state the first day of the month, however there are a few leases that state another date. For one of the leases this is the same date as the start of the lease, for a few others this date is between the 20th and the fifth of each month. This provides room to pay when the income is received by the tenant. The payment details are described in each lease and the same lease that deviates from the payment date is different for the way of payment. All but two leases state the final date of payment must be wired to a certain bank account under a certain name and description. This makes the payment determinable and accessible to be linked to the specific service. The two that are different ask for permission to have a monthly collection (Dutch: incasso). This permission makes it possible for the landlord to collect the money automatically and directly through the bank. Both ways of payment are in adherence to the law and make the payment determinable and accessible. Thus, for the way of payment the payment period, date and way of payment are important to be noted in the lease to make them determinable and accessible. This is done in all leases, yet not always in the same way. Most important is that the lease mentions the way of payment in detail in the lease to determine the conditions for both parties.

The first month of rent does not always align with the first payment period. It is possible that the start of the service is halfway past a payment period. In that case the first payment is calculated proportionately to the part that the service is used for, for example half the rent for half a month. This is mentioned in five of the analysed leases and in all cases that rent of the first partial period and the payment of the first full period are combined for the first payment and after that the next periods are always the agreed amount. This is then stated in the lease, making it determinable and accessible for all parties to consult at any time that indeed the payment is in accordance with the agreement to avoid conflict.

Next to the fixed prices in the lease the prices are vulnerable to change. There are reasons to change the basic rent or the service- maintenance and utilities costs. This is elaborated on in chapter 4.4 under what conditions this is possible. For the basic rent all analysed leases include

a condition that the rent can be increased annually according to the indexation of the government. Additionally, all leases include a condition stating that annual statements of the service-, maintenance-, and utilities costs, or under different names and only if applicable, make it possible to settle the difference in costs and change the future costs if needed provided with substantiation in the corresponding statement. Special conditions that lead to a change in rent are not included in any of the leases. This is mentioned in chapter 4.4 and can be changes to the dwelling both positive and negative leading to a temporary or permanent increase or decrease in rent. This process is always through a verdict of a judge, so it is not necessary to include in a lease as it is only applicable when enforced through a legal process that is substantiated. The annual indexation is described in all but two leases and states that this is a fixed percentage determined by the government and CBS. One lease that deviates states that an annual increase of maximum 2.5% is allowed. Therefore this condition is not in line with the law. If in any year the indexation percentage is lower than that 2.5% the landlord is not allowed to increase the rent more than that percentage. This does not directly mean that the landlord violates that increase, however in the lease must be stated that this percentage is nationally regulated and not a condition of their own and is therefore not in line with the legal framework. The other lease states that an increase of 2.5% is possible on top of the indexation limit. This is obviously not in line with the legal framework as the indexation limit is there with a reason and can in no way be exceeded.

Another payment that is present in a lease is the deposit. The conditions and the limit on deposit is elaborated in chapter 4.4.5. For the analysed leases it is interesting that not all leases include the deposit in their lease. For the leases that do not include a deposit, this is a risk that the landlord takes to receive the money if applicable and a risk for the tenant if at the end there are high costs to be claimed. This does not mean that at the end of the lease period the tenant cannot be expected to refund any costs for their damages. This simply means that if the landlord wants to recover money from the tenant the tenant must pay that amount to the fullest from their own pocket. On the other hand, the tenant does not receive money back as they have not provided a deposit to get back. For the leases that do have a deposit the amount is either once or twice the full rent. This is slightly misaligned with the verdict mentioned in chapter 4.4.5 that states that the deposit can be a maximum of 3 times the basic rent. This misalignment is between the basic rent and the full rent. However, the deposits in the analysed cases are not seeking out the maximum and are therefore within the legal framework. Moreover, it must be noted that this difference between basic rent and full rent must be considered when judging the fairness of the deposit.

Types of contracts

It is mentioned before, but different types of contracts have specific conditions that must be included in the lease. The different types of leases are discussed in chapter 4.3 and some of the conditions are mentioned in this chapter. To not go into detail about all the conditions, the conditions can either be found in chapter 4.3 or in the referred legal location mentioned in that chapter. Moreover, it is important to mention that the specific conditions are mentioned in the analysed leases. In different specific leases the conditions that must be included and refer to the special type of lease are indeed present in the analysed leases.

However, when looking at a lease from the vacancy law some additional conditions are present. Regarding the article of destination and maintenance and the article of habitation additional conditions are included that are not described in the legal framework of the previous chapter. These conditions mainly aim at how to use the dwelling and how to maintain it and describe the activities that are paired to it. Conditions that are in the grey area or are not allowed are the need for liability insurance and having a pet. Although liability insurance is advised, this is not essential for tenure. In regard to pets, the having of pets cannot be prohibited, however it can be included that the pets cannot cause nuisance. In both cases there is no legal substantiation to these conditions both pro and con. This means that they are in a grey area and they can be demanded, however execution and compliance must be decided by a judge who balances the interests of both sides to decide.

Thus, there are different types of leases and it is always advised to know what kind of lease you have. For specific leases specific conditions apply that must be embedded in the lease. Determining what type of lease you have and what conditions apply are mostly embedded in the lease. However, all details are not always included in the lease and the corresponding legal substantiation should be consulted to check the legality and completeness. Additionally, other conditions might be included that seem like they belong to the lease type but are not enforceable, so always be aware if there is legal substantiation or if it is a condition made by the landlord.

Additional documents

Next to the articles that are mentioned and that are in the lease itself there are additional documents that are linked to leases. These documents must be related to in the lease to apply and may include additional information or conditions as an extension to the lease. To be within the legal framework these documents must be referred to in the lease clearly and the parties sign that these documents are included, provided and known to all parties upon moment of conclusion.

At the end of all analysed leases a list is provided stating the documents that are added as an appendix and apply to the lease. In all cases this appendix includes the general terms and conditions of the landlord. These general terms and conditions provide additional information to certain articles explaining processes or specific conditions, for example regarding terms for termination. This makes that this document is more extensive and longer than the lease itself. Additionally, the rules of the landlord are included in this document. These are terms and conditions that the landlord adds on top of the lease and are specific to their demands. This specific terms and conditions that deviate from standard contracts is elaborated on in chapter 5.1.2. In all leases this document is present and different. The essence of the document is the same, however the details vary per landlord.

The state of delivery is already discussed and are words and/or pictures detailing the condition of the dwelling upon delivery at the start of tenure. This document is referred to in all leases although the appearance of the document is different in all cases. Obviously, each dwelling is different, thus the description is different, moreover the lay-out and details vary. The larger landlords make use of a program where a picture is shown and additional notes are added to that frame, whereas other landlords only make use of pictures. In addition to these pictures and notes maps of the dwelling are included. This document is signed by the parties and is evidence that all parties agree that this document is evidence of what the dwelling looks like upon entry and what it must look like again at the moment of termination of the lease.

The energy performance certificate is a document that is added to a lease to determine the energy performance. This is a professional document to include with a lease. This is used to determine

the rent and can be the basis for increase of rent when the energy performance is upgraded at the cost of the landlord. In addition, this document can be used for utilities providers to estimate the costs for the utilities based on the household and the energy consumption due to performance. This document is assessed and provided by professionals only and added to a lease. For the analysed leases this is the case for the leases of the past 5 years, the only lease that is analysed before that period did not include this certificate.

In certain cases a permit is granted for tenure. This is the case before a landlord is allowed to lease and in the vacancy law. Additionally, some pilots with permits are active as mentioned in earlier chapters. In the event that a specific permit is required for tenure this permit must be added to the lease including the details thereof. This is done in the analysed lease regarding the vacancy law with the needed details as mentioned in chapter 4.3. This permit is needed to be referred to in the lease and some of the details are already embedded in the lease itself to provide substantiation that tenure is allowed and under which terms and conditions according to that permit. Failing to comply with the permit from any party may result in repercussions for either tenant by the landlord or the landlord by the municipality and may include termination of the lease or permit.

For one of the parties that a lease is analysed a maintenance guide is included with the lease. This guide is a document that describes who pays what in regard to maintenance and listed in alphabetical order. This is a more detailed list than Bkh and describes all small and large parts of a dwelling from air ventilation upto windows and who is responsible to pay and maintain these detailed parts. When analysing it, there are no discrepancies with the Bkh and mainly functions as a more detailed list in addition to that of the Bkh.

In addition to the mentioned documents some of the analysed standard leases refer to documents that are added when applicable. These documents include a deed of division and division rules. These documents are applicable with apartment tenure when that apartment is part of a larger building. This deed of division states that the building is divided into smaller parts whereof the apartment is one. The division rules describe the rules that apply due to this division as the dwelling is still a part of a whole and must be considered as such. Other documents include the house rules. These are mentioned before in chapter 4 and can be added to a lease, for example when cohabitation exists. These house rules state specific rules that apply to the tenant considering the larger area of the dwelling, whether these are neighbours or housemates. These rules are legally binding after they went through the formal process of voting as is mentioned in the previous chapter. By signing the lease wherein this document is referred to, this document is agreed to as an extension to the lease. Another mentioned document that might be added when applicable is the delivery agreement for services. This document is added when a delivery agreement is made by the landlord and provides the substantiation to further the costs to the tenant as described in the lease, most likely under utilities costs.

Conclusion

Through analysing the coherence between leases and the legal framework a lot of common ground is found. Using the legal framework to analyse several leases provide insights as to how leases translate the legal principles to articles in the agreement. However, next to the fact that most conditions are in coherence with the legal framework there are conditions that do not include all the information or are not strictly in line with the legal framework. The incomplete information is found through several leases and articles where only the basic information is mentioned, yet the more detailed conditions are not mentioned. Some of the analysed leases do mention that the elaboration is in their general terms and conditions or refer to the legal clause where the details are found, yet the ones that are missing this reference are leaving out important information. Next to that, the deviations of conditions in some of the leases imply that the legal framework is not always used properly. Some interpretations vary to the legal substantiation and must therefore be reconsidered or improved to be in line with the legal framework or risk that their conditions become void and can lead to unfairness and conflicts. More on these discrepancies is found in the next subchapter. Thus, the results relate to what coherence can be found throughout the leases and their link to the legal framework.

5.1.2 Contract discrepancies

Next to the coherence between leases and the legal framework, there are also differences between them. Parts of the leases are already analysed, however there are conditions in the analysed leases that add onto the standard conditions that are elaborated on. These additional conditions are found both within the lease as the general terms and conditions that are added and apply to the lease. The following paragraphs elaborate on the categories of additional conditions and their legal reference. These categories are derived from the analysis of discrepancies and are different from that of the legal framework. This is due to the fact that it is about discrepancies and are therefore categories that are not expected, yet are present.

Occupancy

One of the categories that is included in most of the analysed leases are conditions regarding occupancy. In all the mentioned cases a condition is included that the tenant agrees to take their main residency and registers themselves at the address of the dwelling. This means that the tenant cannot take the dwelling as a secondary dwelling and aims to have the tenant actually live in the dwelling of the lease. This makes the address of the dwelling the contact address and is registered in the person register of the government. As an extension, all analysed leases include the condition that only the tenant, as stated on the lease, and their partner and children are allowed to live in the dwelling. Subrent or rent for a specific period, like interim rent, are only allowed with permission of the landlord. These statements are in line with the legal framework as this is illegal without permission. The purpose of the dwelling is to be leased for housing. Additionally, this means that other functions than housing are not allowed to be practised if this is not described as the purpose of the dwelling. This is added as a condition in one of the leases and is in compliance with the legal framework that only the activities mentioned in the permit or purpose of the dwelling are allowed.

Another condition that is mentioned in the leases regarding vacancy law and two other leases is that the tenant visually occupies the dwelling, with specific furniture or drapes, and that the tenant must confirm that they occupy the dwelling when asked by legal authorities. Although these conditions are not legally substantiated it can be expected that a tenant complies with these conditions. For the furniture can be expected that most of it the tenant already provides as it provides living comfort. On the other hand, the tenant cannot be forced to buy furniture and in that sense the condition is not legally binding. If for any reason the tenant does not have the means or interests to buy or own certain furniture it is their choice of how to use the dwelling and this is protected by the law considering living quality that a tenant can use a dwelling as they see appropriate within normal bounds. Especially for the vacancy law, this condition is added to show

that a vacant building is indeed in use to prevent squatting. However this condition can be seen more as an advice than an obligation as the tenant is protected by law to furnish their dwelling according to their taste.

In addition to furnishing it is possible to have a fully furnished dwelling as part of the service. This is the case in one of the analysed leases where the finishing furniture and appliances are part of the lease. From the legal framework it is derived that this is possible and must be included in the lease to protect the parties from miscommunication about what is and is not part of the service. In the analysed lease this is done by referring in the lease that the full rent includes the service costs of the furniture that is included and a reference to the state of delivery. Within the state of delivery pictures are added of the included elements and a note is made about the condition of it. This makes sure that the service is accessible, determinable and substantiated for all parties and the responsibilities and details are part of the lease.

Data provision

In specific leases an additional condition is added in regard to the provision of data when asked. This data concerns household income and family composition from the Baseregister persons (Dutch: Basisregister personen). For target group leases and for social housing this data is used to determine whether the dwelling is suited for the tenant. As these leases and dwellings are aimed for specific target groups this information is legally permitted to be asked and must be provided by the tenant within 3 months to prove that the tenant does indeed fit the criteria for that dwelling. This is derived from the legal framework, see chapters 4.3.2 and 4.4.2, and failing to comply or failing to fit the needed criteria can be grounds for termination or increase of rent as substantiated by the corresponding laws.

Next to that a limit of the amount of people and children can be added as a condition to the lease. This is described in the purpose of the dwelling and relates to the fact that living conditions must be liveable, safe and healthy for all residents (Ww). If too many people and/or children live in a dwelling suited for a few people this can lead to unsafe, unliveable or unhealthy situations meaning that the law states that this is not allowed. For the landlord this means that they must adhere to the maximum number of tenants and for the tenant this means that they must stay within the limits as stated in the lease or contact the landlord directly when this changes.

Costs

Within the leases there is always a part about costs. Chapter 4.4 elaborated on the different costs of leases and analysing the costs in the leases next to the legal framework led to several similarities and differences. The similarities are already explained in chapter 5.1.1 and now the differences are mentioned.

The first difference that was found in two of the leases is the increase in rent. Two of the analysed leases contained that the rent can increase annually, yet their increase is not in line with what is legally allowed. One of the leases states that the rent can increase annually upto 3.5%. The other lease mentioned that the rent increase is indexed annually by the CBS and that this amount can be increased with an additional percentage upto 2.5%. Even though one of these leases indeed mentioned the indexation process for increase correctly, both of these leases have an invalid condition. The condition that the rent can always be increased with a certain percentage or on top of the indexation increase is not allowed. The rent increase is limited to the indexation with no possibility for additional increases. This law is there to protect the rent from extreme prices and increases. Increases that are less than the indexation limit or decreases are allowed as the indexation is the maximum for the option, yet not a necessity.

Another cost that was found that receives attention is administration costs. In 3 of the leases the administration costs are mentioned in the list of service costs. These costs must be proportionate to the expected activities and can therefore not be very high. In the analysed leases this was not the case as the costs are between €1,50 and €2,00 and fit within reasonable pricing for administrative tasks. This point is mentioned to point out that it is important to be sharp when it comes to certain costs like this.

For tv, internet and phone connections a contract is required. This contract is between the provider and the user. Not all leases mention this contract and the legal framework does not mention it either. This means that if this contract is not part of the lease it is the responsibility of the tenant to enter into a contract directly with the provider when they desire this service. This aspect is mentioned in two of the leases that indeed point out that internet, tv and phone connections are not part of the lease agreement and that it is the responsibility of the tenant to enter and uphold this contract and service without a link to the landlord. Legally this service is not required in a lease, so stating this condition in a lease is solely informational and no rights or duties are connected to this condition.

About half of the analysed leases include the condition of fines. These fines are described within the lease or the general terms and conditions and mention when a penalty is awarded and how much this penalty is. These conditions all refer to the legal substantiation and that the amounts are subject to change according to the correct legal references. This condition is that the analysed lease is always a formal one consisting of subjects that lead to fines, the process and build up or amount of the penalty and the corresponding reference the penalty is subject to. This subject is lightly touched in chapter 4 and as the leases contain the legal reference the option to include the condition of fines is permitted in the leases.

Another point worth mentioning regarding costs is the statements for annual costs. All the analysed leases, except for the one with an all-in rent price, state that the costs for services, utilities and maintenance are a deposit for the actual costs and that a statement of the actual costs is provided annually to settle the price difference. This is in accordance with the law as these statements are required to prove that the costs paid actually resemble the costs made. If these statements are indeed provided to the tenant annually cannot be analysed from the lease itself and must be done upon further investigation. This brings forward the last point that even though the lease itself contains the correct conditions and no illegal costs, this does not mean that they do not occur. It is still important to check if the annual statements, cost settlements or costs that are made outside of the lease are indeed within the framework of the law. At any given moment discrepancies may occur and at any given moment the parties can seek legal advice to assist in establishing the legal conditions and fairness of those costs.

Termination conditions

The conditions for termination have already been discussed extensively in chapter 4 and 5.1.1 and can be related to different reasons. In addition to the already mentioned conditions for termination the analysis of leases have shown two more conditions that have not yet been discussed. The first one being the opium law and the second excessive substance use and nuisance.

The opium law is a legal document describing the laws in regard to illegal substances. In the conditions of the leased documents conditions are added or referred to that illegal activities are a reason to terminate the lease. These illegal activities are described in the opium law or other laws in regard to illegal activities or substances and their consequences. In addition to the termination of the lease a legal process is started where the illegal activity is transferred to the police and corresponding legal authority. This condition is allowed in a lease to protect the landlord and fines are added in adherence to the indexed fines according to the amounts that are legally substantiated at the time it presents itself and thus not the starting time of the lease. Seeing that this is a legal process, the most up-to-date laws apply to this condition as mentioned in the details of the condition. This condition is present in the analysed leases where one lease mentioned it in the lease itself and the others refer to it in their general terms and conditions.

Excessive substance use and nuisance to neighbours interfere with proper use of the dwelling and can be in conflict with conditions for common use or the law. When house rules apply that limit nuisance at specific times or to a specific amount, exceeding that amount is a reason for conflict. This conflict is then supported by rules and if those rules have followed the proper procedure, as elaborated on in chapter 4, they are legally binding. This means that for nuisance conditions it is possible to be a reason for termination of the lease and is legally substantiated. In regard to excessive substance use this condition is linked to the national laws regarding substance use or abuse or is legally supported when the use causes nuisance or damages. Only if the use of substances leads to damages or is illegal according to national law is the condition valid. For use of little substances or if nobody and nothing is harmed the condition has not enough legal substantiation to be enforced.

Place and layout

Not all leases are the same even when using the same foundations. When analysing the different leases the place of certain conditions and the layout of the lease is different for almost all cases. As mentioned earlier in this subchapter there is a certain basis for leases with conditions that are present in all leases, yet in a different order. This makes the leases seem different, although most of them are the same for the larger part. From chapter 4.2, and in extension the whole of chapter 4, can be derived that there is basic information required for all leases. From the analysis it has become clear that the wording and interpretation of this required information is different in different leases. The required information is there, yet the exact phrasing may vary as well as the amount of detail added to it. In some of the leases the conditions are very extensive, where others refer to the legal substantiation or general terms and conditions for further explanation and details. Reflecting on that, most leases make use of a standard lease with further referral to the general terms and conditions for additional clauses that apply to them specifically and have not yet been mentioned in this chapter and are analysed next. This makes that the different analysed leases are mostly in adherence to the legal framework, apart from the mentioned deviations in this chapter, and that the leases internally are similar yet are executed differently.

General terms and conditions

The general terms and conditions are an addition to the lease and when referred to and signed a binding document. Nevertheless all conditions in the general terms and conditions must adhere to the law and cannot deviate from it to the detriment of the tenant as proven in the legal framework. This means that additional conditions can adhere to tenure that are agreed when signing the lease, therefore it is important to consult the general terms and conditions before signing. In the analysed leases there are several conditions that have not yet been mentioned and are elaborated on here.

First there are the house rules that apply and are either added in a separate document or in the general terms and conditions. These rules are already mentioned and can be from a landlord, Homeowners Associations or building. When new conditions are passed with a 70% vote of those who are affected the conditions are legally binding to all the users. House rules are also present with cohabitation of common rooms. These rules can both be legally binding if they are in a contract and all parties sign the contract, as long as there is no conflict with higher law, or not legally binding when it is an informal agreement between the parties like who has what part of the fridge. This calls for a grey area when conditions are binding or not. Easily spoken, only those conditions that are accessible, determinable and signed by all parties or part of the lease or another legal contract are binding. The conditions that are informally agreed and cannot be proven, are in conflict with higher law or did not follow the proper procedure are not legally binding and cannot be enforced legally.

There are several conditions found regarding living quality when analysing leases. These conditions impose restrictions or limitations upon what a tenant is allowed to do with or in the dwelling. From chapter 4 can be derived that the law states that a tenant can do with the dwelling as can be expected from any user and that changes and living habits are allowed as long as the tenant can revoke the changes without a significant impact. BW7:214 and 215 mention those rights of the tenant and state that if the intended changes do not damage the rentability of the leased property or do not lead to a decrease in value of the leased property the landlord must give their permission and the change of the tenant is allowed. Within the analysed leases this right of the tenant is not always granted to the fullest. Conditions in multiple leases are found that are not in line with this right and law. Conditions that are found are the prohibition of pets, smoking, painting and drilling and commitments to do certain tasks like having specific furniture, make green choices, waste separation and disposal times or other elements such as satellite dishes, sunscreens and external appearances. These conditions interfere with the right of tenants to live their life as they please and can therefore not be enforced by law. All restrictions or tasks that are placed within the general terms and conditions and leases are void even when they are part of the house rules as the rights mentioned in national law trump these conditions. They are only valid when it comes to nuisance or are not in line with the policy document on external appearance. However, when the tenant damages or changes anything that causes nuisance, cannot be revoked without significant costs or decreases the value or rentability of the leased property this is no longer protected by law and can be used as a reason for the landlord, or any other party.

Another condition that is found in the analysed leases is the information regarding a manager. This condition provides the information when this manager can be consulted and how to reach them. From the condition can be derived that this is the direct contact person, employed by the landlord, for tenants to go to if anything is needed. This condition is outside the scope of the legal framework, however does provide useful information without any obligation attached making it allowed.

In some of the leases a mediator is the contact person between the landlord and tenant. This makes sure that the tenant does not directly contact the landlord, but contacts the mediator. This is also known under other names like an agent, but always implies that there is a person between the landlord and the tenant responsible for at least the contact. It is already discussed that the costs for this mediator cannot be claimed from the tenant as mentioned in chapter 4.4.6. The condition in the analysed lease adheres to this rule as it mainly mentions the fact that there is a mediator and all contact and information goes through the mediator who acts as the consultant and executive party for the landlord. As long as there are no additional costs to the service, the mediator is allowed and can be included in a lease as a means to inform the parties and agree on the details of the mediation.

When there are maintenance or inspections, either by the landlord or the tenant, it is possible that a third party needs to access the dwelling to inspect or work on it. It is the obligation of the tenant to grant access to these parties in order for them to do their jobs. This is substantiated by law, as described in chapter 4.4.4, and makes sure that periodic maintenance and checks are indeed executed. The tenant is informed by the landlord to consult on a moment that is most suited, when an agreement cannot be made the landlord can enforce that access is still granted and the task executed. This is protected by law and can be used when needed to guarantee maintenance of the dwelling.

The last condition that is discussed is one that protects the landlord. This protection concerns that if the dwelling cannot be provided to the tenant at the agreed moment due to a shortcoming that is not the landlord's, this cannot be the blame of the landlord and the service is provided at the earliest moment possible. No damages can be claimed and the tenant is not required to pay for the period it does not use the service. This condition is derived from legal protection that if anything unexpected happens that causes the dwelling not to be ready for tenure this is included in the lease and there are no large impacts for the landlord. These event may involve natural disasters, terrorism or any other reason why the dwelling is not yet ready for tenure that is beyond the control of the landlord.

Conclusion

Looking at the discrepancies between the legal framework and the analysed leases resulted in observations regarding conditions. These conditions are categorised and analysed what their legal reference is to determine their legal substantiation. The categories derived from the analysis are occupancy, data provision, costs, termination conditions, place and lay-out and general terms and conditions. In these categories, most of the conditions have a legal reference and include additional information to the standard information required in the lease to mitigate risks for all parties. However, it is observed that these conditions are not always completely in line with the legal framework. This difference is shown both in conditions that are incomplete as conditions that contradict or are not substantiated by the law. For the incomplete information a reference to the full information and conditions suffices to mitigate the problem. However, the contradictions and conditions that have no legal standing do not belong in a lease as these conditions cannot be enforced. Even when such conditions are included, the tenant cannot be expected to follow them as they contradict higher laws, like national law. This must be clearly indicated to show that these conditions deviate or are not substantiated. All in all, additional conditions in a lease are allowed as long as they have a legal reference and substantiation or refer to where the details are found and can mitigate risks for all parties. However, conditions with no legal reference or that contradict the legal framework cannot be part of the lease or are not enforceable.

5.1.3 Conclusion

Multiple leases have been analysed to observe the coherence and discrepancies to the legal framework. The used leases are related to different types of contracts and include both standard leases as specific and individual leases. Figure 5.1 shows the analysis of the leases and how they score on the topics discussed in this subchapter. One of the observations is that the different leases have similar basic conditions that are related to the legal framework of chapter 4, yet the lay-out and place of the leases and conditions vary per lease. Through the analysis multiple conditions are observed in all leases that are in line with the required or optional information derived from the legal framework as mentioned in chapter 4. A conclusion of these conditions is that they are not always complete or that a reference is made for more details. It is important for the completeness and fairness of the conditions that the totality of the information is present or referred to in the lease to avoid conflicts regarding special details of the condition that apply by law. Next to the coherence and similarities of the leases and the legal framework there are several discrepancies observed through the contract analysis. These discrepancies include both substantiated as non substantiated conditions. The substantiated conditions regard specific contract conditions that apply to the type of contract or additional conditions that mitigate risks for any party. These conditions define what is agreed and relate to, and sometimes mention, the legal framework and can be directly linked to an enforceable substantiation of the law. Other conditions are not substantiated by the legal framework or are in direct conflict with it. For these conditions it is important to be aware that they are not enforceable and should not be in the lease. When there is no legal substantiation or if there is legal substantiation against a condition in the lease, this means that the condition is not enforceable by law and the condition becomes void. Moreover, for most of these conditions it is not illegal to include them which makes that these are the conditions that more easily lead to conflict and scare of the tenants rather than have legal grounds. Thus, having the conditions is legal, yet cannot be enforced and not complying with these conditions is not illegal. Looking back at Figure 1.1 and 1.2 regarding 'strange' conditions makes that these conditions fall under the discussed categories of this subchapter supplemented with other findings from a wider perspective. All in all, the analysed leases present both coherence, of basic information and standard conditions, and discrepancies in their leases where the discrepancies are either caused by incomplete information, deviation of the legal framework or conditions that have no legal substantiation.

Lease # and type of lease	Category of analyses and their compliance with the legal framework				
	Living quality	Occupancy	Costs	Maintenance	Termination
1 I, PS, SL					
2 D, SH, T, SL					
3 I, PS, T, SL					
4 I, PS, SL					
5 I, SH, SL					
6 I, SH, SL					
7 I, SH					
8 I, PS					
9 I, PS					
10 D, SH					
11 D, SH, T					
12 I, PS, T					
13 I, SH, S, SL					
14 I, SH, S, SL					
15 I, SH, S, SL					
16 I, SH, S, SL					
17 I, SH, S, SL					
18 I, SH, S					
19 I, SH, S					

Red = illegal conditions present
Orange = legal, yet incomplete or deviating from legal framework (not all deviations are bad, as discussed)
Green = fully aligned with legal framework
Blank = no conditions present

I = independent dwelling
D = dependent dwelling
SH = social housing
PS = private sector
SL = standard lease
T = temporary lease
S = special lease; target group, vacancy law, sublet, room tenure. Thus, special conditions applicable apply

Figure 5.1: Lease analysis (Author, 2022).

5.2 | CONFLICT ANALYSIS

Conflicts happen everywhere and rent- and contract conditions are no exception. The previous subchapter analysed contract conditions and how they can lead to conflicts. This subchapter takes a closer look at conflicts in practice as an extension to chapter 5.1. Not all conflicts can be prevented, however taking precautions is a useful instrument to keep them to a minimum. In order to visualise conflicts of rent- and contract agreements publications are looked at and frequently asked questions are analysed. In doing so, the most common conflicts are brought to light and categorised. The next step is to compare the conflicts with legal relevance and possibilities to analyse whether the conflicts are in contradiction with the law and if existing instruments can be used to mitigate these conflicts. From this analysis it is clear where the most common conflicts come from, what their legal substantiation is and the possibilities or instruments to tackle the conflict. This is needed to be able to answer the third research question together with the findings of chapter 5.1 which is:

What conflicts/unfairness happen(s) most due to rent- and contract agreements?

5.2.1 Conflicts

To investigate what conflicts are most common in practice different sources are used. Most findings are a result of looking at frequently asked questions (FAQ) of rental teams, !WoON, Woonbond and other organisations to assist tenants. This is supplemented by publications of the Woonbond (2021a; Figures 1.1 and 1.2), NVM (2020), articles of Radar (n.d.) and pilots as mentioned in chapter 4.5, 5.2.2 and appendix 3. These sources provide information on what conditions lead to most conflicts and are categorised in this paragraph. The categorisation is a result of analysis and the categories have a description of the conflict, their legal response or substantiation and a reference to rent- and contract conditions.

Figure 5.2 below shows the conflict categories and what sources indicate this problem and are used to analyse the conflicts.

Source	Discussed conflicts that are used in the analysis				
	Living quality	Nuisance	Costs	Maintenance	Termination
Interviews	√	√	√	√	√
MVGM	√	√			
NVM	√	√	√		
Pilots		√	√		
Rent teams					
Rotterdam,	√	√	√	√	√
Tilburg,	√	√	√	√	√
Utrecht	√	√	√	√	√
Rijksoverheid	√	√	√	√	√
Woon!	√	√	√	√	√
Woonbond	√	√	√	√	√

Figure 5.2: Sources for conflict analysis (Author, 2022).

Living quality and nuisance

The first category of conflicts are related to living quality and nuisance. Where living quality relates to how the tenant lives and the conflicts arise from restrictions of their way of living, nuisance relates specifically to ways of living that negatively impact others.

For living quality, conflicts or discrepancies are mentioned in the problem statement with Figure 1.2 from the Woonbond (2021a) that relates to living quality. On top of those conditions, other conditions are found in the contract analysis, document analysis and from web pages of organisations providing assistance for conflicts. In essence restrictions on living quality are not allowed as long as they do not cause nuisance, can be turned back without substantial costs, do not damage the dwelling and do not decrease the rentability of the dwelling (BW7:214, 215). The Woonbond (2021a) shows in Figure 1.2 with percentages how often certain regulations and restrictions occur. They mention painting, drilling, pets, guests and music. Furthermore, the different fora mention the same conflicts and add with barbecuing, gardening and use of the garden, satellite dishes, posters and other activities of the tenant. The interviews with the landlords (123Wonen, MVGM, Naber Vastgoed, TBV Wonen) confirm that these conditions are indeed used and MVGM adds that they place suggestions in their terms and conditions regarding living rules to stimulate green activities and choices. All those conditions are presented in either the lease or house rules. An article in the NVM magazine (2020) states: **“people are allowed to rent this apartment, but only on our terms”** and elaborates that landlords impose certain terms to select tenants and to avoid conflicts. House rules can be a result of this statement. For house rules the legal process has to be followed in order to be substantiated. Common restrictions found in such house rules are that loud activities, like music or construction, can only happen between certain times and days, next to the already mentioned restrictions. However, in doing so they have no substantiation to their terms and the tenant can use this as grounds for conflict with the landlord who demands terms that are not allowed to be demanded, reaching the exact opposite result. Tenants can use the dwelling as they please as long as it is expected to be normal behaviour and it does not cause damages or can easily be turned back. TIn principle landlords are allowed to state anything in their lease or general terms and conditions regarding living quality. However, none of these terms are substantiated and can only be enforced when they indeed lead to legit causes for conflict as mentioned. Therefore, it is best to not include these terms or as a tenant point out that these terms are void according to the law.

Nuisance is part of the legal framework and is substantiated by the law when in conflict. Nuisance causes that are mentioned are pollution, smell, noise, pets and activities. During the analysis nuisance is mentioned often and all interviews confirm that conflicts regarding nuisance are common. This nuisance is both possible to be caused by the tenant and landlord. For the tenant the nuisance is caused when they are responsible for hindering neighbours and causing disturbance of any kind. The landlord, or mediator if applicable, can cause nuisance with non-communicated visits, bad communication or neglectance that negatively affect tenure and/or the tenant. In one of the interviews the respondent mentioned that most nuisance conflicts are caused by human behaviour rather than lease conditions (MVGM). Meaning that living habits or personalities can lead to a conflict more easily and conditions in a lease are neglected or do not matter in the conflicts regarding nuisance. It is mentioned that when a nuisance happens once or a few times a warning often suffices, yet when the nuisance continues or is more often conflicts arise according to the interviews with MVGM and TBV Wonen. While interviewing different stakeholders they mention different approaches, but they can be deduced to a process where first a warning or notice is

provided to the party causing the nuisance, this makes the person aware of the problem. The next step after continuation would be to start a conversation and communicate what is to be done to stop the nuisance. In the event that communication between the affected parties does not lead to improvement legal authorities are consulted. From document analysis this process is supported and it is derived that the police are often involved after heavy or continuous nuisance. This means that depending on the severity and the willingness to cooperate the conflict can either be resolved without legal interference or with legal interference, where the first most likely has the preference for all parties. When the nuisance leads to a conflict large enough that it cannot be resolved between themselves the legal framework steps in. This legal framework states that continuously causing nuisance, damages to the dwelling or decrease the rentability of the dwelling are reasons for termination. Preventive conditions for nuisance can be in a lease, yet do not have legal standing as long as no nuisance is caused. When indeed nuisance is caused the condition in the lease is used to address the issue and the legal substantiation that the activity causes damages to living quality of others, damages to the dwelling or decreases the rentability of the dwelling is used to build a legal case against the causing party.

Costs of rent and services

A frequent conflict relates to rent that is too high. This is the case in both dependent and independent dwellings. In addition, service costs often lead to conflicts as it is not clear or tenants do not agree with costs that are made for services that are provided. These services are both utilities costs and other services, like general costs for buildings.

Rent

The amount of rent is one of the main reasons for conflicts. This is mentioned through the interviews, websites and other documents. Reasons include the amount of rent, the increase in rent and not being able to pay the rent.

The legal framework states that upto the liberalisation limit for independent dwellings and all dependent dwellings the rent limit is determined by a point system (chapter 4.4). For independent dwellings above the liberalisation limit the rent is determined by the market and no restrictions are legally defined. However, the analysis shows that dwelling in the private rental segment are not always allowed to be there as the point awarding system awards too few points to the dwelling to exceed the liberalisation limit. The reason for conflict is derived when the rent of any dwelling is not in line with the corresponding rent of the points awarded to that dwelling. Only when an independent dwelling exceeds the liberalisation limit by the awarded points can the rent be determined differently then this system (chapter 4.4). When the rent deviates from this substantiation the rent committee can be consulted to rectify the rent within 5 years (Huurteam Rotterdam, n.d.) and the rent must be corrected and the amount that was paid too much must be paid back to the tenant.

The increase of rent is another condition that is clearly defined in the legal framework. The rent can be increased once every 12 months with a three month notice period with a limit of the indexation limit that is stated by the government and CBS annually (chapter 4.4). This means that any rent increases that exceed this percentage are not allowed and must be rectified. Unfortunately, the contract analysis already pointed out that this limit is not always respected and the analysed documents, websites and interviews support that this conflict still happens. Especially regarding independent dwellings, like room tenure, the rent is not always based on the point system.

The last conflict that is discussed is derived from interviews with the landlord and mediator parties (123Wonen, MVGM, Naber Vastgoedbeheer and TBV Wonen. They all describe the conflict of tenants who have trouble paying their rent or do not pay it. When this situation arises the interviewed organisation states that a protocol exists to handle such situations. This is the case for all parties and after analysing those processes a main process is formulated. First contact is made as a reminder that the rent is not paid. This contact either leads to reasons why this is the case and a conversation is started regarding the situation and if special agreements are needed. The other option is that there is no response and further reminders are sent before a collecting agency steps in to collect the rent that is due. In the worst case a legal process is needed for resolution of this conflict. The interviewed organisations all stated that most of the time legal steps are not needed and a conversation with the tenant is enough to resolve this conflict. Only the Huurteam mentioned that they mainly see the cases where these steps were necessary.

Service costs

The legal framework presents the conditions for service costs and mentions that an annual statement must be provided to support the costs and settle the difference in paid costs and actual costs. Although the law is clear on this matter conflicts still arise. The Woonbond (2021a), !WOON (n.d.) and rent teams mention that there is often dispute about the different types of service costs and the yearly settlement. All of them mention that this can be found in the law, or legal framework of this thesis, and when in doubt the question of do I use the service should be asked. When in doubt these organisations are open to be contacted for questions to assist. The same applies for the costs. A substantiation of the actual costs must be provided yearly to settle the costs and to substantiate changes in costs according to the law. If this is not done this could lead to conflicts and the landlord must provide evidence of the costs or a legal process can be started. When this happens all sources mention that assistance is advised to guide the conflict process and work towards a resolution. Thus, the conflicts of service costs are derived from deviations of the legal framework and, with assistance or not, are resolved by legal substantiation.

Agency costs

Another type of cost is agency costs or any other names of similar costs. Mediation costs are the compensation for the intermediary or broker for the work performed. An intermediary may mediate for both the tenant and the landlord, yet the agency can only charge the costs to the landlord (Huurteam Rotterdam, n.d.). In the other sources similar definitions are used and other names are mentioned such as administration, advice, commission, brokerage or rental costs. The landlord is responsible to cover these costs. The only possibility where the tenant must pay these costs is when the mediator works only for the tenant and provides a dwelling that is not part of their portfolio. In all other cases the costs are illegal to ask of the tenant and the tenant can ask for their money back if they had to pay these costs. The tenant organisations provide exemplary letters or legal assistance when needed. In the interviews this conflict is mentioned as a common problem that they notice in the field. What is mentioned is that mediators often use registration costs and the rent team noticed that this information is not always known to tenants. Therefore, the problem does not only lay with asking these costs, but also to make tenants aware that these costs cannot be demanded and should not be paid. Only by tackling both aspects of the problems can this conflict be prevented.

Unjust taxes
Taxes are another type of costs that are obligated in the Netherlands, however when it comes to rent some taxes are for the landlord while others are for the tenant. A document of the rent team Utrecht (n.d.b) mentions the incorrect allocation of municipal taxes where landlords forward the costs to the tenants. There is a distinction between owner- and user taxes. The rent team Utrecht (n.d.b) states that unjust taxes are mostly charged with room tenure. The taxes for the user, and thus the tenant, are waste- or pollution taxes and resident allowance (Huurteam Utrecht, n.d.b). For landlords they state that the owner's taxes include property tax and sewer tax. This means that the taxes that are for the owner, thus landlord, cannot be charged to the tenant and that only the user taxes need to be paid by the tenant.

Down payments
A type of cost that is not yet discussed but is found in a document of the rent team Tilburg is down payments (Huurteam Tilburg, n.d.b). This document provides guidance on what to pay attention to with a new dwelling. They mention that in some cases a down payment is asked before visiting the dwelling or the lease is concluded. They warn for the fact that there are rogue landlords or criminals that do this for dwellings that are not their own or without guarantee of receiving the dwelling. Getting the money back is difficult and the rent team Tilburg warns of this by never paying anything before the lease is signed and the dwelling is visited. This is not necessary and shows indications of illegal activities that they want money before a service agreement is concluded.

Maintenance
The conflicts regarding maintenance are related to defects that are in need of repair. Most common are lack of collaboration, long waiting periods or nuisance as a result of no repairs. As discussed in the legal framework, small maintenance is the responsibility of the tenant. This means that if the tenant fails to do this maintenance all costs that are made by the landlord are transferable to the tenant either when it leads to larger problems or is found during inspections or final inspection upon termination. For larger maintenance the landlord is responsible. When the landlord fails to deliver, when a tenant notifies the landlord upon large maintenance or maintenance that comes from the homeowners association are indications for maintenance responsibilities where the costs are for the landlord.

The tenant has an obligation to notify the landlord when large deficits occur. When the tenant finds a large deficit that requires maintenance outside of the power or responsibility of the tenant they need to notify the landlord to resolve the deficit. Reasons include, yet are not limited to, water damage, fire, rot or external damage to the dwelling. If the deficit is due to lacking responsibilities of the tenant the costs are for the tenant, however if this is not the case and falls under large maintenance the costs are for the landlord. This can be found back in Bkh. If the tenant neglects their responsibilities causing the deficit or making the deficit worse, a process can be started that the tenant is responsible to cover the costs, or partial costs, of repair or maintenance.

In addition to the obligation to notify it is possible that the landlord fails to obligate their maintenance duty. The landlord can be made liable for defects after nothing is done about a defect for a longer period of time. The legal framework supports that if the landlord fails to help the deficit after multiple attempts of contact the tenant can take actions to fix the deficit themselves. It is important that this is done professionally and on the books and the costs that are made can be transferred to the landlord and must be paid back to the tenant. This legal substantiation makes sure that the tenant upholds their living quality and comfort and that the dwelling remains habitable, safe and healthy. The rent team Tilburg (n.d.a) does mention that doing this yourself does include risks and it is advised to seek out (legal) advice first to make sure that the tenant does indeed handle in the proper manner and receives back what is due. Another effect from failure to maintain is a decrease in rent. This is mentioned in chapter 4.4 and is allowed to compensate for the damages on living comfort of the tenant. A judge rules the beginning period of the decrease and rent and after the deficit is repaired the judge rules upto what period the decrease of rent is active. This is a result of conflicts going to court where a judge rules upon the responsibilities and the severity of the deficit and only happens after failure of the landlord to uphold their duty to maintain the dwelling. The process includes analysing the information regarding proper notice, severity of the deficit, undertaken actions and neglectance.

One of the costs that was found in the conflict analysis is the costs from a homeowner association. These costs can never be expected to be paid by the tenant (Huurteam Utrecht, n.d.a). The homeowner association sets terms and conditions and house rules and in addition to that maintain long term maintenance and ideas for their members. This means that all the costs that are linked to the homeowners association benefit the dwelling in the long term and are therefore long term costs. According to the Bkh, long term maintenance is the responsibility of the landlord and not the tenant, thus all costs related to the homeowners association are for the landlord and not the tenant.

Larger periods of renovation can become a cause of conflict. A large renovation of a dwelling is a reason to impact the lease, rent and service costs. For the lease it could mean that the renovation is grounds to terminate the lease, yet can only be done when in line with the legal procedure as mentioned in the legal framework. Compensation is possible when the renovation is large enough that the tenant must move and can be in the form of moving compensation. For renovations to happen the renovation must be a necessity and when it concerns a building or complex 70% of the tenants must be willing to move and agree with the plans (chapter 4; Huurteam Tilburg, n.d.a). Otherwise a judge must rule in favour of the renovation or the tenant has to give permission for the renovation to be possible. A home improvement does not count as a renovation and is not legally substantiated. The landlord cannot claim that nieuw flooring, window frames, larger rooms, bathroom improvements and so on are renovations as a basis to terminate the lease or increase the rent. These are not renovations or large maintenance, but home improvements. Thus, it is important to make sure that a renovation is indeed a renovation on legal grounds with the correct substantiation to continue with it. This may impact the lease, rent or service costs and must therefore follow proper procedures and substantiation to avoid conflict or make sure that the conflicts are dealt with properly.

Termination of the lease
To terminate a contract a notice is needed and legal ground to terminate the contract as is explained in the previous chapter. The law is clear and elaborate on the subject of termination. However, analysis shows that the applicable legislation is not known to everybody or not always followed. Questions that arise and are found during the conflict analysis are what needs to be considered when terminating a lease for tenant and landlord, what justified reasons are and what period of notice must be given. Important is that the conditions of termination are always included in the lease, are accessible and determinable.

Both the tenant and the landlord are able to terminate the lease, yet on different grounds. This is elaborated on throughout chapter 4 in the legal framework, however analysis shows that this still leads to conflicts. First, the type of contract is important. For an indefinite lease the tenant can terminate the lease with a notice of at least one period of payment and a maximum of three, often in months. The landlord cannot terminate the lease without proper grounds of termination. These grounds are described by the law and include violations of the rent agreements or other laws, large renovations or external causes outside of the power of the parties. The reason for termination must always be substantiated with a verdict of the (district) judge to make sure that the termination is allowed (Huurteam Utrecht, n.d.a). If this is not the case the tenant can ask for legal justification for termination of the lease.

Another type of contract is a fixed-term contract. When a lease is entered for a specific time the lease ends after that period has passed. In order for this to happen either the landlord or the tenant must give notice between one and three month before the period ends that the lease indeed ends or once a new lease is possible. If this is not the case then the lease is automatically transferred to a lease for an indefinite period and termination is according to the mentioned substantiation for that type of lease.

Thus, to terminate a lease the terminating party must consider the right procedure and period of notice. For the landlord this is either the corresponding period to the type of lease and the reason for termination substantiated with a legal verdict. The tenant needs to consider the proper notice period and make sure that the conditions of the lease are followed. The conditions for termination are clearly defined by law and need to be included in the lease to make them accessible and determinable as substantiation for termination in accordance with the law.

Conclusion

In short, conflicts are caused by different reasons and in different proportions. The most common conflicts are categorised and analysed to have an understanding of the reason, legal substantiation and resolution for the conflict. The main categories of conflicts are nuisance and living quality, costs, maintenance and termination conditions. In all cases there is a legal substantiation that defines the specific conditions that leases must adhere to. For most categories this legal substantiation is clearer than others, yet when in doubt legal advice can always be consulted through different means. When any party does not follow the legal conditions this can lead to a conflict. Most common is the incompleteness of information or deviation from the legal framework. When in conflict the first step is to communicate the conflict to resolve it. When the parties cannot work out a solution a legal process is started where the verdict of a judge is binding. The interference of a judge makes that the definition of fairness should be extended with an amendment that a judge determines fairness when the legal framework on its own does not suffice. Conflicts can arise from different angles. A landlord with a conflict with the tenant and visa versa are possible as well as a conflict between neighbours. The resolution process is the same for all conflicts and starts with communication, after that the legal framework or even a legal process can follow when there is no resolution.

5.2.2 Conflicts that led to pilots

As already mentioned the government introduced pilots that are active and aim to solve excesses in the housing market. These pilots are initiatives from municipalities who proactively use their executive power to act upon these excesses. They are presented on the website of Rijksoverheid (n.d.e upto n.d.L) and links for details for each pilot are on that website. This is relevant as this thesis investigates what instruments can be used to tackle the unfairness in rent- and contract conditions and these pilots work towards the same goal. The underlying conflicts that cause these pilots are now discussed together with the legal substantiation and the instrument that is used in the pilots aiming to improve the situations. The approach that is used in these pilots is similar to the approach of the conflict analysis and analysing the pilots contribute to the process and approach of this thesis. The pilots are a result that showcases an instrument to use for a specific problem that is derived from analysed and observed conflicts. The different pilots aim at different problems and are categorised per instrument to elaborate on the reach and implications of that instrument.

Permits

The first instrument that is discussed is an extension to chapter 4.5.1 and relates to permits. There are already permits in place in regard to the housing sector and municipalities use this instrument to safeguard public interests for housing. In addition to the existing permits the municipalities of Groningen and Tilburg have launched pilots involving permits (Rijksoverheid, n.d.e).

For Groningen the target was landlords and to use the permits to enforce the conditions of the permit are followed. In Tilburg the focus was on mediators and the permit aims to set conditions regarding nuisance, unclear contracts, double mediation costs and conflicts with the current legal framework for rent. The underlying conflicts that are mentioned in the pilots are that the tenant is exploited and conditions are detrimental. In Groningen even threats and intimidation are mentioned. This conflict is in contradiction with the legal framework and the municipalities have agreed that direct actions are required.

These actions took shape in the form of pilots. These pilots are now enforcing instruments that are actively used to tackle the conflicts and improve the fairness of rent- and contract conditions. Through the permit the municipalities have the ability to check if the landlord's or mediator's conditions are in adherence to the law before they become a landlord or mediator. Additionally, the permits are used to safeguard these conditions and are checked in later moments if the tenure is still in adherence to the conditions of the permits. Both cases describe the permits as a means to enforce conditions upon the provider of the housing service to protect the tenants from unfair conditions. This makes this instrument proactive and preventive of nature to avoid conflicts before they arise.

Collaboration

Another pilot mentions the advantages of collaboration. The pilot in Amsterdam uses different law enforcing instruments and collaborations with multiple organisations to effectively perform against multiple offenders in the rental segment. This collaborative nature is mentioned in other pilots, like Utrecht, however Amsterdam places the focus on this topic. This pilot uses the organisations to detect and recognise conflicts and connect the expert organisations that can deal with that conflict. This is a great way to combine resources as organisations ranging from tenure and tenants upto

legal and governmental organisation collaborate. The conflicts are detected and recognised by one party and communicated with another party who has the resources and instruments to act upon the conflict and deal with it as is seen fit, focussing on the integral approach of enforcing instruments and collaboration. From this pilot, and to a lesser extent the other pilots, can be derived that proper collaboration with different and multiple organisations lead to combined resources and instruments that can be used to detect, handle and prevent conflicts. This means that the instrument of collaboration is proactive and reactive as it takes active steps to react to conflicts when they arise.

Data collection and database

The focus on data collection and the creation of a database with information regarding excesses in the rental market are presented in the pilots of the Hague, Schiedam and Utrecht. In the Hague their pilot comes from the abuses in the rental segment due to vulnerable situations and accessible information. In Utrecht the conflicts of rogue landlords lead to a collection of malpractice and conflicts. Additionally, the municipality of Utrecht detected that these rogue landlords shifted their activities to other regions, calling it a waterbed effect. Therefore, the pilot of Utrecht extends their information gathering to other regions and shares their database to really tackle the problem and not only shift it to another area. Schiedam has a similar pilot where they signal malpractice and conflicts and use that data to create a dashboard.

The actions that are taken by these pilots are to collect data and create a database of excesses and conflicts. This information is shared and used to detect multiple offenders and common conflicts. With this information instruments are used to actively cope with the conflicts, which is explained in the next paragraph. Another action that is taken is the introduction of information points throughout the municipalities. These information points present and spread the collected data and assist tenants with their conflicts. A concrete example of such an information point is the introduction of rent teams, that have been discussed in this thesis, whose responsibility it is to provide and share information and assist with consultations and conflict resolution. The data collection and database are a passive instrument, yet sharing the information and using it to consult makes it important information to use in this active instrument. It avoids conflicts with data sharing and reacts on conflicts with consultation and assistance.

Thus, the pilots regarding data collection and creating databases aim to collect, detect and share information with other parties. These parties are any party who benefits from the information, including surrounding regions and tenants, and is open to the public. This is done through information points and information sharing to make sure that data is added and shared to actively be able to consult and assist about conflicts.

Use of database and information

As some of the pilots gather data and create a database this leads to pilots that actively use this database and the information in it to take proactive steps. Schiedam and Utrecht are examples of this. In the pilot of Schiedam the created dashboard is actively used to signal rogue landlords and undermining activities in the region aiming at malpractice in commercial leasing and mediation. In Utrecht the database and information is used by information points and rent teams in the region and work together to improve the information flow and the consultancy for parties with questions, uncertainties or conflicts. There are several active instruments that are used in these pilots. One of these instruments is the inclusion and use of the APV of 'Department 10c Preventing exploitation and disproportionate disadvantage of tenants' based on Article 149 of the Municipalities Act (Rijksoverheid, n.d.i). This instrument makes commercial leasing and mediation licence required and a screening is possible through the BIBOB legislation (on integrity assessment). Other instruments include information sharing with other regions and collaboration, consultancy and assistance regarding tenure conflicts and information points to make the services accessible to everybody who is interested.

Schiedam and Utrecht, and in lesser terms the Hague, actively uses instruments in combination with their dashboard and database to prevent conflicts and malpractice. This is proactive and preventive as well as reactive. These instruments are both used to prevent conflicts from arising as it has an overview and preventive checks, yet it also reacts on conflicts as they are detected through the dashboard and database to be tackled with the suited means to resolve.

Conclusion

There are different pilots that are derived from observed excesses in the housing sector. These pilots can be categorised by instrument and each category aims to tackle a particular problem. The first instrument is the use of permits. The two pilots that are working with pilots both aim to protect the tenant by regulating the process before tenure. This is done in Groningen for landlords and in Tilburg for mediators. The second category is regarding collaboration. In the pilots of Amsterdam this is the main focus with collaboration of multiple different parties to bundle knowledge and communicate expertise. The other pilots have a means for communication and collaboration indirectly linked to their aim. The data collection and database creation is the focus of the pilots of the Hague, Schiedam and Utrecht, yet is also present in the other pilots. The objective behind this is to collect data of the conflicts and excesses in the housing sector to create a database where data is linked, analysed and categorised. The next instrument follows up on that by focussing on the use of the database or dashboard to actively observe and act on conflicts. Together, these instruments share a common goal to prevent and react to conflict and unfairness of rent- and contract conditions. These instruments are the answer to conflicts that are observed and experiment how the underlying issue can be addressed.

5.2.3 Conclusion

From the conflict analysis can be deduced that there are different kinds and reasons for conflicts. Most of these conflicts arise from rent- and contract conditions, however a few are derived from human behaviour or extreme circumstances that are harder to anticipate. The conflicts that do arise from rent- and contract conditions are categorised in this subchapter and elaborate on the essence of the conflict, the legal reference and the resolution. The conflicts within the legal framework are straightforward to resolve as there is a clear legal indication of the conditions. For the conflicts that refer to the legal framework, yet the law is not completely clear on it, this legal reference forms the basis for conflict resolution and communication or a legal process determines how to resolve the conflict. This applies to all conflicts that a legal process is not necessarily the answer to all conflicts and starting a conversation in an early stage might already be enough for conflict resolution.

Another approach of the conflict analysis is conflicts that have led to pilots. These pilots are executed by municipalities and aim to tackle different excesses in the housing sector. These excesses are derived from multiple conflicts that are observed on a larger scale and need a response according to the municipalities. This is done at different locations and with different instruments. These pilots and instruments are the governmental answer to observed conflicts in the rental sector that need to be addressed. The conflicts and resolutions are documented and analysed for their impact and implications to determine the effect.

All in all, the Dutch rental market is coping with different types of conflicts. These conflicts arise from different reasons and must be approached differently according to the situation. Either the law provides all substantiation, is used as a reference or provides no substantiation to the conditions of the conflicts. To resolve the conflict different approaches are used. These approaches are either to communicate with the involved parties, to start a legal process or to ask for legal advice. In addition, municipalities approach a larger scale of conflicts through pilots targeted at larger excesses in the housing sector.

5.3 | CONCLUSION

This chapter shows the contract and conflict analysis of rent- and contract conditions. Throughout this chapter different leases, documents, websites, interviews and other literature is analysed in combination with the legal framework of chapter 4. This creates an overview of the rent- and contract conditions, conflicts and their legal substantiation. The different categories of conditions in contracts that are discussed together with the most common categories of conflict are visualised in the figure below. In addition the legal reference is added in the figure. The last column in the figure contains notes regarding the categories that are derived from the analysis of this chapter.

To answer research question 3 the figure is used to provide a clear overview of common conflicts, categorised and linked to the legality principles of the conditions. With this figure the following question is answered:

What conflicts/ unfairness happen(s) most due to rent- and contract agreements?

The conflicts that happen most due to rent- and contract agreements are related to conditions regarding occupancy, data provision, different types of costs, termination, general terms and conditions, living quality and nuisance. Their legal reference is either defined in the legal framework, refers to it, is outside of the scope of it or contradicts it. In addition, there are notes regarding the rent- and contract conditions and conflicts categories. The totality of this answer is visualised in Figure 5.3 below, showing the information, and the details are found in the corresponding parts of this chapter.

Theme of rent- and contract conditions	Category of conditions that lead to conflicts	Legal reference or place to find substantiation of the category conditions	Notes and elaboration
Contract conditions	Identity	Chapter 4.2	Determine the identity of all parties
		BW6:230a-f	
		BW6:department 2	
		Supported by European law	
	Main features of the service	Chapter 4.2.3	Type of lease
		BW5:111	Description of the service
		BW7:216, 224, 266	
	Moment of conclusion, start and termination	Chapter 4.2 and 4.3	Type of lease
		BW6:department 2	Determinable and constable
	Payment and prices	Chapter 4.2 and 4.4	Complex and elaborate topic with different subtopics and conditions
		BW6:82, 230a-f, 267	
		BW7:title 4 (different departments)	
		BW7:title 7 department 3 and 4	
		BW7:850-856	
		Bhw + appendices	
		Bkh	
		Hw:10, 17	
		Uhw	
		Wh:13-20	
	Types of contracts	Chapter 4.3 and 4.5	Conditions specifically for type of lease
		BW2:9	
		BW5:64, 65, 111, 112, 113	
		BW7:title 4 department 4	
		BW7:206,221,228, 230, 234, 244, 248, 269, 271, 274, 274a-f	
		Bkh	
		Hw2014:title 4 department 1 and 1a	
		Lw →special	
		Uhw:10	
		Ww	
	Additional documents	Chapter 4.2, 4.5 and 4.6	The need to reference (obligated) documents applicable and make them part of the lease
		BW6:230a-f	
Discrepancies in contracts	Occupancy	Chapter 4.2	No strict conditions, yet references how to occupy
		Reference identity and main features of the service	
		Lw	
	Data provision	Chapter 4.3 and 4.4	Specific types of lease or tenant
		Ww	
	Costs	See payment and prices	
	Termination conditions	Chapter 4.2, 4.3 and 4.4	
		BW7:title 4 department 5.4	
	Place and layout	Chapter 4.2	Point out deviations, yet no direct legal reference
	General terms and conditions	Chapter 4.2	Mainly references of conditions within this document
Conflicts	Living quality	Chapter 4.2 and 4.4.4	Conditions imposed on the use of the dwelling and activities
		BW7:214, 215	
	Nuisance	Same as living quality	
	Costs	See other conditions costs	
	Maintenance	Chapter 4.2 and 4.4	
		Bkh	
		BW7	
	Termination	See other conditions termination	
Pilots as a result of conflict	Permits	Chapter 4.2 and 4.5	Specific permit if applicable awarded by the municipality
	Collaboration	See data provision, specific for pilots	
	Data and database	Specific for pilots	Possible conflict private law
	Use of data and database	Specific for pilots	Possible conflict private law

Figure 5.3: Conditions from contract- and conflict analysis and their legal framework (Author, 2022).

All in all, the overview shows that there is an overlap between some of the arising conflicts and that most of the arising conflicts have a legal substantiation and can directly be linked to the legal framework for a resolution. In other cases there is less legal reference and determining a resolution is a more difficult process. In all cases of conflicts the start of conflict resolution is communicating about the conflict and working towards a resolution. With large conflicts or if a conflict is growing a legal process is started for conflict resolution.

06 | POSSIBLE INSTRUMENTS

In the past chapters the challenges of rent- and contract agreements are elaborated. In addition to that, several initiatives and instruments have already been discussed in regard to how to approach the problem. This chapter continues on those instruments and adds onto it. Through different instruments different challenges are addressed and in this chapter the challenges are linked to possible instruments to find out what can be done and if the instruments are feasible in practice. The challenges are derived from the outcomes of the analysis of the legal framework in combination with contract- and conflict analysis as are elaborated on in chapter 4 and 5. Next to that, possible instruments are derived from mentioned initiatives in interviews, literature research and additional research to what can be done against the categorised challenges that are described throughout this thesis. Chapter 4 mentioned the legal framework and that this knowledge is complex. Additionally, chapter 5 elaborates on the challenges that occur when analysing contracts and what conflicts arise from rent- and contract conditions. This chapter uses that information to find corresponding instruments that approach the underlying problems in order to improve and prevent them from happening. This is done through literature studies, supplemented by interview results and from the analysis of the other chapters. The aim of this chapter is to use the information of the different instruments to answer the last two research questions, which are:

What can be done to avoid conflicts regarding rent- and contract conditions?
How can the approach to avoid conflicts regarding rent- and contract conditions be accomplished?

The following subchapters explain possible instruments categorised in three themes. They discuss what the instruments relate to and how they are derived, what they aim to achieve and what the instrument looks like and their feasibility. The first subchapter investigates the use of standardised contracts. This subchapter builds on the analyses of current standard contracts and what the implications would be if all leases should be standardised and no deviations or only pre-accepted deviations are allowed. This instrument is derived from the contract and conflict analysis where it is stated that most conflicts are due to deviations and incomplete conditions of the legal framework. The next subchapter discusses the role of a proactive government and what role municipalities may have. Here the executive role of the government is discussed in combination with instruments that play into this role. Initiatives that are already mentioned in all previous chapters come back in this chapter and new ones are introduced to find out what instruments add to this executive role. A reference is made to the tools that are discussed throughout the different chapters of this thesis. The last instrument is about a register for landlords and leases. In this register all landlords and leases are included to create an overview of practice, documentation and activities in relation to rent. This instrument is derived from the contract and conflict analysis in combination with interview results, pilots and a new law proposal that discusses the implications of such an instrument. In the end conclusions are formulated regarding the different instruments in relation to themselves, each other and the research questions of what can be done to avoid conflicts regarding rent- and contract conditions and how those approaches can be accomplished.

6.1 | STANDARDISED CONTRACTS

The first instrument that is discussed is the standardisation of contracts. From the contract and conflict analysis is derived that the standard information of leases does not directly lead to conflicts. When the terms and conditions are clear and supported by the law this results in fair conflict resolution as the details are known and supported by the law. However, when it comes to deviations on conditions or additional conditions the conflicts relate to these conditions. When conditions deviate from the legal framework or when conditions contradict the legal framework this leads to unfair conditions and conflicts. Therefore, if all leases are standardised and legally substantiated and additional conditions can only be added from a legally pre approved selection this might lead to less conflicts and more fair rent- and contract conditions. This subchapter discusses how this can be done and the feasibility. This is done through first determining the scope of the instrument and then determining whether this is feasible in practice.

6.1.1 Background

Standardised contracts are used by several organisations and contain the basic information applicable, the specific information needed for the type of contract and the general terms and conditions of the organisation. As a reference the standard contract of the ROZ 2017 is an official published and approved document from the government that shows the possible conditions and how to use them. When using this document the standard conditions of the lease are checked on their legal substantiation. From the contract and conflict analysis of chapter 5 can be derived that the standard conditions that are supported by the legal framework of chapter 4 lead less to conflicts than other rent- and contract conditions. The conditions that do lead to conflict are when that condition is not in line with the legal framework, adds onto the condition or leaves out information. When this is not the case the conflicts that do arise are fairly judged on their legal substantiation and can be resolved accordingly.

This brings up the point that conditions that are not (fully) in line with the legal framework are most often the cause of conflicts. These conditions are made by the landlord in addition to the standard conditions and are made according to their judgement. This is seen through this thesis with statements as: **“people are allowed to rent this apartment, but only on our terms”** (NVM, 2020) and **“often the misery has already started with a wrong lease”** (Postma, 2020). The ROZ already provides a standard lease where only specific details or choices have to be made to provide a complete lease to use. Apparently landlords feel the urge to supplement these conditions with their own. However, in doing so the legal substantiation gets lost. Therefore, the instrument to only use standardised contracts would need to be a legally substantiated addition to the current instrument.

Next to that, there are some conflicts that are not directly linked to rent- and contract conditions. These conditions include nuisance and conflicts outside the scope of this thesis and are mostly related to human behaviour or extreme circumstances, like natural disasters or terrorism. For these conflicts a legal process is always advised as it calls for judgement calls, unique responsibilities or events and needs to weigh the interests through proper trial. Therefore, these conditions are beyond the scope of this thesis as this is not a juridic thesis and does not make judgements, yet focusses on instruments that use the current legal framework as a tool to improve fairness of rent- and contract conditions.

6.1.2 Instrument

Then what does this instrument look like? As mentioned, the lease of the ROZ 2017 (appendix 2) already provides the basis for this instrument. To make sure that no additional conditions are made by landlords themselves, this lease must be extended with commonly used conditions that are in line with the legal framework. The new instrument is a standard lease with conditions that cannot be deviated from or added on by landlords. Doing so results in the conditions being void and non enforceable. The new conditions in the instrument are derived from the analysis in chapter 5 to tackle the conflicts that are mentioned there. Additionally, this instrument needs a legal binding that landlords can only use this standard lease and the pre approved additional conditions and cannot deviate from that. All deviations that are made are not legally enforceable and must be clearly indicated so that tenants recognise these conditions. This is drawn up and is called the New standard lease (Nsl) within this thesis.

Conditions from contract analysis

The discrepancies in the contract analysis are the basis to formulate one part of the conditions that need to supplement the ROZ 2017 lease.

Conditions regarding occupancy and what is to be expected and what cannot be expected must be clearly stated in the Nsl. This condition is supplemented with special cases, like the vacancy law, and must include details regarding what concrete activities and objects are and are not allowed to be expected from the tenant.

The next condition is often present, yet can be made explicit for all leases and relates to data provision. This condition in the Nsl must state that all tenants are to cooperate to provide the needed data and state what that data is for. This is the family composition and household income that is used to determine if the tenant is suited for the dwelling they lease.

Other conditions are about costs. Most conflicts relate to deviations about the already existing conditions, therefore deviation is not permitted and becomes void and illegal to use in the Nsl. In addition, conditions regarding fines and the service of internet, tv and phone connections are included in all leases. At the moment not all leases include these conditions, yet including them in the Nsl makes this Nsl more holistic and mitigates amendments.

The termination conditions are another example of conditions that are defined in the legal framework and must be presented in leases more complete. Most of the conflicts in regard to this topic are due to deviation, incomplete information or not following the correct process. Ensuring that the Nsl includes all the legally substantiated and complete conditions makes them more enforceable and conflicts are directly resolved by using these conditions.

The last element is the general terms and conditions. Currently landlords include all kinds of conditions in this document with and without legal substantiation. Therefore, focussing on the conditions in this document needs attention. Chapter 5.1.2 describes some of these conditions, however to make a complete document with allowed and disallowed conditions needs more attention. For other additional documents, like house rules, apply that only the conditions that went through the proper process and are legally checked can be enforced. All other conditions must be clearly indicated that these are additional conditions and are not legally enforceable. In

the interviews of this thesis all stakeholders already mentioned that they are willing to cooperate and this would be needed to create a holistic overview of conditions to use in the general terms and conditions.

To summarise, the Nsl is a lease that includes all conditions that are needed and optional for all leases. These conditions are not to be changed and the only changes that are allowed are the detailed information, like names, address, prices etcetera. Landlords can then use this Nsl and fill in the corresponding information and select the conditions that apply to their type of lease. No additions are allowed, only a selection of the allowed conditions. For the general terms and conditions or other documents linked to the lease this applies too and only approved conditions can be added and other conditions must be clearly indicated to show that those conditions are only suggestions and cannot be enforced.

Conflict analysis conditions

In the conflict analysis the most common categories for conflicts are elaborated. Chapter 5.2.1 elaborates on five categories of main conflicts. The conditions in the Nsl must adhere to mitigate these conflicts as much as possible.

The first category is living quality. Many of the conflicts in this category relate to restrictions in the activities of tenants or the changes they make to the dwelling. The law is explicit about the restrictions as the tenant is free to do what they want in and with the dwelling as can be expected from a normal user, unless the activities or changes lead to a decrease in the living quality of others, damages the dwelling or decreases the rentability of the dwelling. This boundary condition must be part of the Nsl to make sure that there are no conflicts about activities or changes that are made that cause no harm or can easily be turned around. In the event that the changes or activities do lead to the restraining conditions the condition in the lease must state that this is determined, when in disagreement, by the judge as executive authority. This ensures that there is no misunderstanding about the boundaries and that the judge determines when there is a disagreement.

The next category is nuisance and is directly linked to the living quality condition. This category is an extension to the condition of living quality as the tenant in no way can cause nuisance to other people. Derived from the conflict analysis the condition must state that if nuisance is caused the parties first try to resolve the issue themselves. When this leads to no resolution the (district) judge is the executive authority to resolve the conflict.

Costs of rent and services are another category leading to conflicts. As there are different kinds of costs, the substantiation and terms and conditions for all costs must be included in the Nsl. This includes the substantiation of the costs, the limits and what is permitted. This is not only for the basic rent, but also includes all other costs. The conditions of how the costs are derived relate to the process or change of the costs. Why the costs are as they are is mentioned as well as on what grounds the costs can be changed and what the process thereof is. The limits of the costs are part of the conditions to safeguard and inform the parties what can and cannot be expected to be fair costs. This makes sure that costs are not disproportionate. The conditions regarding what is permitted include the legal framework of costs, as can be found in chapter 4.4, and includes details and legal substantiation of the costs. Deviation from these conditions is not allowed in any kind, only the numbers will vary according to the dwellings. This makes all costs determinable and accessible and checks against the legal framework can easily be made at any given point.

Another category is about maintenance of the dwelling. The law is very clear on this topic and there is a specific legal document called the Decides minor repairs (Bkh). This is included in most of the leases, however from the conflict analysis it is derived that more information can be added next to this document and condition. The conditions that must be included in the Nsl is about deferred maintenance, renovations and rent increase or decrease. These conditions are specific to certain events, however including them in the Nsl makes the conditions clear in case they are relevant. These conditions must state what to do when maintenance lacks behind, stating what the responsibilities and allowed actions are. In addition a condition regarding renovation must be added. This states what happens to the tenant and the dwelling in the approach of renovation, on what grounds this can happen and what happens during and after the renovation period. The last condition describes the reasons and process of rent increase or decrease. All these conditions are legally substantiated as there is a juridic procedure to these events. Including the conditions in the lease prevents conflicts as the lease already provides the information and substantiation for the process.

The last category reflects on termination conditions. This is another category that can be linked to the legal framework of chapter 4. The grounds for termination, the process and the period are bound by law and must be stated in every lease. The conflicts arise when information is lacking or the proper process or period is disregarded. Placing the complete and corresponding termination conditions of the type of lease ensures that all information is present and can be enforced. When stating this information any deviation to it is accessible and becomes void on grounds of the lease condition. This condition must therefore be part of the Nsl and include the correct termination conditions for the type of lease.

Addition from interviews

During the interviews the instrument of standardised contract has been discussed. When asking upon their ideas of this instrument this provided useful information. The information regarding the feasibility of this instrument is discussed in the next part. However, from the interview with TBV Wonen came forward that they use an addition to the lease that suits this instrument. This addition is that their general terms and conditions include a description in ‘easy’ and understable words before

Meer dan één huurder
Artikel 2
alle huurders die met naam en toenaam in de huurovereenkomst staan vermeld, hebben dezelfde rechten en plichten. Elke huurder is aansprakelijk voor de gehele huurbetaling. Als één van de huurders de huur betaald heeft, hoeft de andere huurder dat niet meer te doen. Als u samen met iemand de huurovereenkomst hebt ondertekend, dan moet u ook samen de huur opzeggen, tenzij verhuurder met een individuele opzegging instemt.

2.1
De in de aanhef van de overeenkomst genoemde huurders hebben elk een zelfstandig en volledig recht van huur dat zij gelijktijdig en met eerbiediging van elkaars rechten uitoefenen.

Image 6.1: Additional understandable information (TBV Wonen, 2022).

Image 6.1: Additional understandable information (TBV Wonen, 2022).

the formal and legal articles are described. An example of this is shown in Image 6.1. This makes the conditions more understandable. Moreover, a disclaimer states: **"The cursive sentences are a simplified summary of the articles. You cannot derive any rights from these sentences."** indicating that the sole purpose of these sentences are to inform and help understand the conditions.

Next to this understandable language, the interview with TBV wonen and others pointed out that foreign people often have a hard time understanding a dutch lease and therefore leases need to be translated to make the foreign, or non dutch speaking, tenant aware of what is in the lease. Often an English translation or help to translate to the native language is one, yet during the interview with TBV Wonen and Naber Vastgoedbeheer this was perceived to not always transfer all knowledge of the lease as you are dependable on the information transfer. Therefore, an idea that was discussed is to translate the lease into other languages with professional help. This is in line with the findings of the pilot of the Hague where migrants are a vulnerable target group to take advantage of. Combining the use of a standard lease with conditions and translating this to the most common languages for migrants makes the information transition better and more understandable for a larger target group and improves their vulnerable position.

So, embedding simplified sentences to make the conditions more understandable and providing the Nsl in different languages could lead to a better understanding of leases by the tenants. This understanding makes them more aware of what is and is not allowed to avoid conflicts, exploitation and unfairness.

Conclusion

To summarise, the New standard lease is an extension to the current standard lease of the government and will be a more complete list of conditions. The lease is supplemented with conditions to avoid conflicts and deviation from these conditions is not permitted. The conditions are an extensive list of detailed information to make sure that the full range of the conditions is represented in the lease. Any conditions that are added to the Nsl or general terms and conditions become void or non-enforceable as they are not part of the legal document and must be clearly indicated to be recognisable. Additionally, simplified sentences are added to the lease or general terms and conditions to make the conditions more understandable and the lease is provided in different languages to address a wider range of target groups, including migrants.

6.1.3 Feasibility

To determine the feasibility the instrument is used in interviews to ask stakeholders in the field what they think of the instrument. Questions that were asked relate to the use of standard leases, if the lease refers to legal substantiation, the use of own conditions, what they think of only using standard leases and what should or should not be in this standard lease. Next to the interviews the documents, information and analysis of the previous chapters provide insights to the feasibility of this instrument.

When interviewing the different stakeholders about the instrument of only using allowed standard leases and their conditions and no deviations are possible the responses were mainly positive. All interviewed organisations that provide leases mentioned that they already use standard contracts, either the ROZ 2017 model, in two cases, or an own lease drawn up by their legal department, for the other two. The other interviewed parties (Huurteam, Naber Vastgoedzorg, Woonbond) did not provide leases, yet Naber Vastgoedbeheer did show one of their leases during the interview, however do work with leases and mention that the amount of conflicts that arise from the standard leases is less than additional conditions or leases of landlords that create them themselves. They also mention that almost all leases are derived from the standard leases that are available through organisations, mediators or the government. However, making a holistic lease that includes all possible conditions that are allowed is a complex process that has to include a large list of conditions.

With further questions on the topic regarding the legal substantiation of the conditions in the lease most respondents answered that only those conditions that are directly derived from the law have a legal reference, but in most conditions there is no direct link to a specific law so they do not mention them. The legal framework supports that the conditions are followed from legal principles, yet not all conditions directly follow from the law. The interview with the rent team provided insight that it is indeed difficult, if not impossible, to have a legal reference with all conditions. They added that including legal references might scare off the tenants as they instantly accept the condition or are perceived as intimidating. Thus having legal substantiation to all conditions in the lease is proven to be difficult, scary and not necessarily needed.

The next question is about the use of own conditions and the relation to restricted conditions. All respondents agreed that all landlords include their own conditions either in the lease itself or in the general terms and conditions. This is in line with the contract analysis in chapter 5. When asking why the landlords include these conditions they answered that the conditions are a safety mechanism from experience with conflicts. Additionally two of the interviewed mention that they include certain conditions to let tenants think about certain things rather than enforcing the conditions (Naber Vastgoedbeheer, MVGM). An example is the stimulans of green choices (MVGM). Further questions about enforcement and substantiation gave the answer that the enforcement is only applicable when conflicts are brought to light and that they do not actively enforce the conditions themselves. This is in line with chapter 5.2 where it is mentioned that conditions have no substantiation on their own, yet can be used when conflicts arise. When mentioning the instrument, and that only the conditions of the standard leases are substantiated and other conditions have to be clearly indicated and are without substantiation, all the interviewed parties mentioned that they are willing to cooperate with that instrument. However, two of the interviewed organisations mentioned that they do want to have a voice in the process of defining these conditions that are included in the options of the Nsl (Naber Vastgoedbeheer, MVGM). MVGM mentioned that larger organisations are already working with standard leases and that combining the knowledge makes for one integral standard lease to be used. Additionally it is mentioned that smaller landlords are mostly affected by this instrument, which is a good thing according to MVGM.

There are other aspects that are mentioned in regard to this instrument. One of them is that a holistic list of possible conditions is a complex and elaborate work. Larger landlord parties are willing to cooperate, but hearing them all and drawing up corresponding conditions that are legally substantiated is a long and difficult process. This process to create and check the Nsl can be done by both municipalities as the rent committee as they both carry responsibility to protect public interests of tenure. Additionally, this list needs to be regularly reflected on to keep the conditions up to date, for example with changes in legislation or behaviour in the housing sector. Next to all arguments, the Nsl needs to be enforced and guaranteed that deviations do not happen anyway. Therefore, an enforcing instrument is needed in addition to this instrument.

6.1.4 Conclusion

The legal framework in combination with contract and conflict analysis show that rent- and contract conditions lead to conflicts. These conflicts in terms are caused by conditions that deviate from the legal framework. The instrument to introduce a standardised contract with predetermined conditions aims to resolve conflicts derived from lease conditions. This New standard lease is then the only lease that is allowed to be used. Deviations to the conditions are not enforceable and must be clearly indicated to show what is and is not substantiated and enforceable. This instrument is positively embraced and feasible, yet there are notes to it. The process to make this instrument is difficult, elaborate and takes time. Additionally the instruments need to be kept up to date and an enforcing instrument is required to make sure that the instrument is indeed used. If the use of the Nsl is not obligatory the effect is decreased, however the instrument can still be used to compare leases and conclusions can be drawn if a lease deviates from the Nsl to more easily find unfair conditions.

The figure on the next page shows what additional conditions must at least be added to the Nsl, the implications of the instrument and the risks and improvements of the instrument. This figure provides an overview of the most important information mentioned in this subchapter.

<table>
<tr><td colspan="2">Additional conditions for in the New standard lease (compared to the RVO 2017 lease)
- Occupancy
- Data provision and collaboration
- Costs
- Types, substantiation, changes, limits
- Termination
- Living quality and nuisance
- Maintenance</td></tr>
<tr><td colspan="2">Implications for the instrument of standardised contracts
- Always use the New standard lease
- One lease to follow
- All types of lease included to select from
- No deviations are possible
- Additional conditions must be clearly indicated
- Are void or unenforceable
- Select the conditions that are applicable to the type of lease or situation
- Sit together with (large) landlords to define all conditions
- In different and understandable languages</td></tr>
<tr><td colspan="2">Feasibility</td></tr>
<tr><td>Risks</td><td>Improvements</td></tr>
<tr><td>- Complex and large list of conditions
- Elaborate process of determining all conditions
- Keep up-to-date
- Risk that this lease is not strictly followed
- Must be made enforceable that this is the only allowed lease</td><td>- Improve information
- Information in understandable language
- Information in other languages
- Legally substantiated
- No deviations that lead to conflict
- Easy to check
- Clear conditions
- Completeness</td></tr>
<tr><td colspan="2">Conclusion
This instrument is feasible and positively affects the aimed objective. However, there is much work and collaboration needed to detail this instrument before it can be implemented and after implementation the enforcement is just as important as the instrument itself.</td></tr>
</table>

Figure 6.1: Conclusion overview instrument 1; Standardised contracts (Author, 2022).

6.2 | PROACTIVE GOVERNMENT

The second instrument is to stimulate a more proactive role of the government. Huisman (2020) points out that one of the problems that lead to current tensions in the housing sector is the non enforcement of regulations by the government. In addition, the legal framework through different documents and chapter 4.5 elaborate on this executive authority and that this is the responsibility of the government and municipalities. The contract and conflict analysis points out that a proactive role to check leases and conflicts have a preventive and proactive effect on the problem of unfair rent- and contract conditions. The pilots discussed in chapter 5.2.2 prove the effect of a proactive role through pilots of municipalities. In addition, the rent committee is an organisation that can assist in the tasks of the government to independently protect the interests of tenants and landlords. Therefore, this subchapter elaborates on what led to this instrument, how this instrument is defined and its feasibility.

6.2.1 Background

In the introduction it is mentioned that there are problems regarding the fairness of rent- and contract conditions. These problems lead to tensions in the housing sector and the luxury position of landlords make tenants accept more than they need to stand a chance in the housing rental sector (Huisman, 2020; Companen, 2021). The legal framework points out that there are sufficient regulations in place to tackle the conflicts that arise. However, as Huisman (2020) mentioned, the enforcement of these regulations is lacking causing part of the problem.

The contract and conflict analysis shows that several of the conflicts arise from conditions that are in direct conflict with the legal framework or use incomplete information regarding the legal conditions. The conflicts that are in direct conflict with the law or leave out critical information are easily resolved as they have a clear legal reference. However, when the law is not actively enforced the tenants have to point out the issues and take action themselves to make issues known. Literature studies proved that this is often a hard step as the knowledge is difficult and not known or understood easily and tenants might cope with intimidation or uncertainty so addressing issues is a large threshold. To tackle this problem, a proactive role of the government presents the expertise, safeguarding and proactive attitude of public interest to protect tenants from unfair conditions.

Another substantiation for the instrument of a proactive role of the government are the pilots mentioned in chapter 5.2.2. These pilots are initiatives from municipalities that have been made with the parties involved to combat excesses in the rental market through carrying out the pilots, conduct studies and making agreements (Rijksoverheid, n.d.a). The pilots focus on different aspects and use current and new instruments to achieve their goals. The current instruments are defined by legal authorities and can be directly enforced. For the new instruments the pilots are an experiment of how effective it is and what the implications are. This shows that there is room to both use current tools more effectively and to create new instruments where needed, such as the introduction of permits and a dashboard as mentioned in chapters 4.5 and 5.2.2. The use of pilots is a perfect example of what a proactive government can do to execute their authority towards protecting public interests for housing.

At the moment there is another instrument the government is working on. This is the law for good landlordship. This law is presented in a debate of the national government of the Netherlands and aims to define conditions for landlordship, make the use of rent permits possible and create enforcement and a reporting point. This law proposal is a work in progress and needs to pass the proper governmental voting procedures before it can be implemented, however the plans are already made, worked out and discussed in the governmental departments. The implication of the law proposal affects the law and provides more tools for stricter enforcement by governmental agencies to protect public interests for housing and prevent unfair rent- and contract conditions. This is a result of the awareness of the problem in the rental market and resulted in the national government taking responsibility to come up with a plan to counter that problem.

6.2.2 Instrument

To define the instrument of a proactive government multiple tools are already discussed in this thesis. These tools are permits and pilots, lease checks, an information and reporting point and a new law of good landlordship and are mentioned in the different chapters and discussed in the interviews. These tools are examples of how the government can enforce their proactive role and executive authority and responsibility. To better understand the instrument of a proactive government, these tools elaborate on their implication to signify how this instrument is shaped.

Permits

The first active instrument reflects on the use of permits. This is discussed in chapter 4.5.1 and in chapter 5.2.2 as a tool that municipalities have to counter conflicts in the housing sector. In addition the law proposal for good landlordship aims to make it possible for municipalities to use permits. Different permits are possible, however for this instrument the focus lies on a tenure permit that allows a landlord or mediator to practice their activity of leasing a house.

The aim of this permit is that for a dwelling to be eligible for tenure a permit is required by the landlord for this to happen. This is in line with the pilots and Wgv. This permits tests if the dwelling is in adherence with the local policies and the legal requirements to be eligible for tenure before being leased as well as the conditions of the lease. The process of such pilots is that before the leasing period the long term plan of the landlord is checked if they are in adherence to the legal framework. However, after the permit is granted the permit needs periodic revisions to ensure that the agreements are indeed respected. This is where the addition to the current tool lies. The provision of permits is a preventive instrument that tackles part of the problem, however as Huisman (2020) and the interview results (Huurteam) mention the agreements need enforcement to make sure that they are indeed respected and not only words without meaning.

Checks and revisions

This leads to checks and revisions. The goal of this instrument is to acquire documents regarding rent- and contract conditions to check and revise against the legal framework and see if there are contradictions or unfair conditions. In order for the municipality to do checks and revisions they need to acquire the documents of landlords to revise.

The checks and revisions imply both on the rent- as the contract conditions as this tool aims to check and revise whether the leases and the rent conditions are in line with the legal framework. This is done to ensure that the agreements between the tenant and landlord are fair. Additionally, the landlord has more responsibilities when it comes to rent conditions that are checked and revised in this new instrument. The new law for good landlordship addresses a similar problem

and introduces the tool of defining the conditions for good landlordship. This definition can be used as a tool to check the data against this tool and the legal framework and observe discrepancies or conflicts.

As discussed in chapter 5 there are conflicts that arise over time due to changes and there are pilots aiming to collect data regarding conflicts. Having periodic checks makes sure that the collected data is used to address changes that happen over time and make sure that these changes are still in line with the agreements and responsibilities of the legal framework. These periodic checks can be executed by the municipality, however the rent committee could be an alternative or supplement as they aim to prevent, help solve and make official statements about tenure conflicts and disagreements (Huurcommissie, n.d.a). A result of these checks and revisions is that problems can be addressed to be solved before a certain term or corresponding sanctions are inflicted. For this a document is drawn up to define how to address occuring problems in collaboration with legal organisations to substantiate the sanctions. Only collecting information and addressing issues when they are brought to light is too late and reactive, while taking a proactive stand to do something with the data and collect it regularly makes it possible to have a preventive effect.

Information- and reporting point

Another tool that is derived from the pilots and Wgv is the use of information- and reporting points. These points provide a free and anonymous place to get information and report conflicts regarding rent- and contract conditions. The information is derived from the legal framework and is written in understandable language and translated to different languages. This idea is derived from the interviews and the use of understable language in the leases of TBV wonen. The use of reporting points is in line with actions like the Woonbond (n.d.c) and rent teams that provide their service to assist on reported problems. Combining these two points makes that information and conflicts can be addressed in one point. This means that first information is found and if this leads to the realisation of conflicts, this point provides information and assistance to resolve that conflict.

Having one general point makes that data is shared and collaboration is possible. This general point can be split up in different regions, like municipalities, to address and observe local problems. Making sure that information is accessible and conflict resolution is at the same location is perceived to have a better effect than separating tasks. From the pilots, the Wgv and the interviews can deduce that addressing an issue separately is less effective than a holistic approach of combining data and resources to tackle the larger problem. This makes the information point a preventive tool and the reporting point is a reactive tool. However, both supplement each other as the information is used for conflict resolutions and conflicts and resolutions are used to supplement the information. Therefore, having both and making them collaborate proves to be a more effective instrument than having both scattered in fragments.

Combining the instruments

All the just mentioned tools are derived from already existing initiatives, however combining them is where the real profit is gained. Making use of permits, revising them and having a point to collect information and report conflicts are good initiatives on their own, however combining them enforce that all the aimed objectives are ensured and strengthened by each other. The permits and information point have a preventive role that the start of the lease period is checked. Later the revisions and reports make sure that the agreements that are made are indeed followed and enforces the executive power. Communication and collaboration is mentioned in ongoing pilots and when combining different initiatives through communication and collaboration makes all instruments work better and have a larger impact on a larger scale.

6.2.3 Feasibility

To test the feasibility of the instruments for a proactive government the different tools are reflected on. This is done by taking a closer look at the risks and tasks that are needed and through interviews reflecting on the instrument and discussing the conditions. The interviews did not bring additional or new initiatives regarding this instrument, however they did provide information about the feasibility of the instruments and tools through a critical point of view from practice. The feasibility is checked according to the law, the execution of permits, cooperation of checks and additions for the instrument.

In regard to the legal framework most tools have the legal substantiation to execute. It is explained in this subchapter that the permits and information- and reporting points are derived from existing initiatives that are enforceable and active. However, for the checks and revisions an interview with the rent team pointed out that private law needs to be considered to be able to ask information regarding leases and organisations. The government cannot ask any information of anyone without proper substantiation, therefore legal grounds must be provided (Huurteam). In respect to the feasibility of this instrument, that means that an amendment to the law must be provided for municipalities and the rent committee to be able to ask for lease documents for the purpose of controlled checks and how this information is used. An answer to that is provided in the Wgv which, amongst other implications, includes a change in law to make this possible. Therefore, at the moment the legal framework makes permits and information- and reporting points possible, yet for authorised checks a legal substantiation is still required.

The execution of permits requires a process and clear conditions. The discussed pilots and Wgv introduce the possibility for municipalities to use a permit for tenure. In addition, the Wgv made an analysis of what manforce and costs are connected to this instrument (Tweede Kamer, 2022). The implications are still to be debated in the House of Representatives (Dutch: Tweede Kamer), thus a conclusion whether the benefits outweigh the costs is yet to be made. Next to that a transition period needs to be considered. The pilots mention that the current landlords are allowed to ask for a permit to support their already ongoing activities. For new landlords this means that they need to have a permit before tenure is possible. However, is a new permit required for each new lease or only for new addresses? This is a question that is yet to be answered. Another point is that these permits need regular controls whether or not the conditions of the permit are followed or not. These controls are included in the Wgv and the corresponding change in law as well as the pilots who are allowed to execute these controls. Finally, the execution of permits is included in the pilots and the Wgv and is possible. However, there is still a debate about the implications of the Wgv and this law is not yet passed. In combination with the statement that pilots are experiments and not yet supported to be scalable to a national scale makes that this instrument is effective and feasible, however not yet possible.

The feasibility of the checks and revisions requires cooperation of landlords, mediators, the rent committee and the municipality. When asked in the interviews all landlord parties (123Wonen, MVGM, Naber Vastgoedbeheer and TBV Wonen) were willing to cooperate with sending their information

regarding rent- and contract conditions to be checked for their coherence with the legal framework. They mentioned that the parties who do not are often the ones that have something to hide and thus this tool is specifically aimed at those parties. In addition, it is mentioned in different interviews that cautions should be taken that if only a selection of the leases is sent, this is probably a selection of the best leases that is made by the landlord or mediator. Another finding from the interviews that is supported by the explanatory memorandum (Tweede Kamer, 2022) is that the process of checks and revisions is time and cost consuming. Checking all leases requires a lot of time by employees and this might not support the benefits that are gained from it. Therefore, the tool of checking and revising separate leases might not be the most feasible, however the willingness to cooperate is there and this might lead to positive impacts.

Combining the different tools is a way to create an instrument that leads to a proactive government. As the discussed tools have different impacts and risks, combining the tools leads to embracing strongpoints and using other tools to mitigate risks. Organisations like the rent committee and rent teams can provide assistance in the execution of these tools. Using checks and revisions on the conditions of permits makes that the permits are both preventive and reactive on conflicts in the rent- and contract conditions. Additionally, the information and reporting points provide data to use in the checks and revisions and formulate better conditions for permits. Combining the different tools makes it possible to communicate between regions, as the pilots of Amsterdam and Utrecht mentioned, and prevent the waterbed effect of shifting the problems without solving the underlying issue. The collaboration and constant data flow make the instrument improve over time by using new data entries, making the instrument vibrant and improving. Therefore, taking the different tools and combining them into a single instrument strengthens the whole and makes the tools useful on a larger scale with larger implications making the impact of the instrument more feasible to tackle unfairness in rent- and contract conditions through the instruments leading to a more proactive government.

6.2.4 Conclusion

From the legal framework it is derived that the government has the executive power to protect public interests for housing and the rent committee assists them in their role. This role is translated in the use of pilots, permits and other tools to ensure the government takes a proactive role to solving the problem regarding rent- and contract conditions. This is translated in the development of an instrument that combines the tools of permits, checks and revisions, an information and reporting point, the law of good landlordship and any other tools that can be added to ensure the proactive role of the government, executed by municipalities, the rent committee and rent teams. All these tools need to work together to have the best result and to make the instrument feasible. Having the different tools work separately results in approaching individual problems, being reactive rather than preventive and are not always feasible with the current possibilities. However, when combining the tools they supplement each other and strengthen the strong elements while mitigating risks. This means that an instrument combining all the mentioned tools in this subchapter leads to a holistic approach that ensures a proactive role of municipalities to tackle unfairness of rent- and contract conditions.

Figure 6.2 shows an overview of the addressed topics in this instrument, the tools that are used, the risks and improvements of this instrument and a final statement of this subchapter and provides an overview of the most important information.

Addressed topics
- Law for good landlordship
- Pilots
- Rent teams
- Information sharing and data processing

Tools for instruments for a proactive government
- Permits
- Checks and revisions
- Information and reporting points
- Combining tools
- Law for good landlordship

Feasibility

Risks	*Improvements*
- Private law hinders information gathering - Execution of enforcing permits on a national scale yet to be debated (with governmental decision) - Checks and revisions are time and costs consuming - Only a selection of (good) leases is send	- Permits have a preventive and reactive effect and use current conditions to take a proactive stand - Checks and revisions have a preventive and reactive effect as they observe conflicts and directly act upon them - Take initiative rather then letting people come - Information sharing to improve knowledge for all parties - Anonymous and free assistance for conflicts and knowledge - Combining tools for a larger impact and a larger scale

Conclusion

Combining the different tools of this subchapter creates a feasible instrument that leads to a proactive role of the government, and in particular municipalities, to address the problem of unfair rent- and contract conditions. These tools need to work closely together to strengthen one another and mitigate risks for a holistic approach that is used on a national scale tackling both in a preventive and reactive way.

Figure 6.2: Conclusion overview instrument 2; Proactive government (Author, 2022).

6.3 | LANDLORD AND LEASE REGISTER

The third instrument is to introduce a landlord and lease register. The legal framework shows that the government, and in extension the rent committee and rent teams, have an executive and enforcing authority related to rent- and contract conditions and the legal framework shows that there are already instruments in place that can be used to protect the fairness of rent- and contract conditions. Additionally, the contract and conflict analysis points out that most conflicts arise from conditions that are not in line with the legal framework and when the leases had been checked most conflicts could have been prevented. This is supported by the interviews with the rent team and Woonbond and a quote from M. Postma in NVM magazine (2020): **“often the misery has already started with a wrong lease”**. The previous subchapter already mentioned the impact of a proactive government as an instrument and this subchapter focuses on a new instrument that can be introduced by the government. This subchapter focuses on the instrument of registering landlords and leases. In this subchapter the reason for this instrument is described and how this is derived from the earlier chapters. Next to that the details of the instrument are mentioned to give a clear indication of what the instrument consists of and what it looks like. After that, the feasibility of the instrument is analysed to determine if this instrument can be used, in what way and what important considerations are.

6.3.1 Background

The previous chapters provide information and leads for the instrument of a landlord and lease register. The legal framework regarding permits in chapter 4.5.1 and the pilots in chapter 5.2.2 already provide information to what permits there are and are experimented with. These permits have to be required to practice certain activities and the activities are tested and verified before they are allowed and to make sure the activity is in accordance with the permit. This makes permits an effective instrument to execute executive and enforcing authority.

In the problem statement it is mentioned that Huisman (2020) emphasises the need to enforce regulations as it leads to tensions in the housing sector and among society. She mentioned that the regulations exist and this is proven by the legal framework, yet the enforcement is the problem. In chapter 4 the enforcing conditions and the executive authority are described. There is substantiation to conditions and an elaboration where to go when in conflict or disagreement. In chapter 5 the conflicts and resolutions are mentioned, adding onto the need to enforce the legal framework. The analysis shows that most conflicts have a legal reference and there are organisations providing their services to conflict resolution and assistance to tenants based on this legal framework. This shows that enforcement is possible and currently done by organisations recognising the problem rather than the government who is described as the executive authority in the same legal framework.

Part of the interviews was discussing the use of a landlord and lease register. From these interviews positive and negative feedback was received towards defining this instrument, as is discussed later. What was most interesting was that such a system is not new and exists in other countries like Belgium. When asked about the willingness to cooperate all parties agreed that they are willing to cooperate when such a system is introduced. For the landlords this means that they are willing to send their leases and to register their employees in the system and for the other interviewed parties this implies collaboration to provide their services to create this system and to work with the system in the future.

In addition, in an interview with Naber Vastgoedbeheer they mentioned that next to a landlord and lease register a protective title for landlords and mediators could be a useful instrument. This instrument would work in a similar way as the register and could use the landlord registration part of the holistic instrument. This would mean that the landlords are not only registered, but in addition must prove that they are worthy of the title landlord or mediator. In the interview this evidence was discussed and conditions as a diploma in the field, an experience period and classes were mentioned by Naber Vastgoedbeheer. A further note was made that having this is the basics, however in combination with the register of landlords and leases the title is extended with ‘good behaviour’ that no negative remarks are added from the register or the title can be taken away when continuing negative remarks are linked. This would protect the quality of the title, create an insight in landlords and mediators and their activities and has a preventive role as mispractice is observed before it leads to conflicts.

Another impact regarding this instrument is that the government is working on a law proposition for good landlordship (Dutch: Wet goed verhuurderschap; Wgv). This law aims to tackle the weak positions of tenants in the housing sector (Rijksoverheid, n.d.e). This is done by stating a norm for good landlordship, enabling municipalities to obligate permits and enabling enforcement and a reporting point. The norm consists of rules that landlords must adhere to regarding behaviour, information and conditions in the whole tenement process and the law proposition aims to make this legally binding. Next to that, municipalities are able to use a permit with conditions that safeguard the rent- and contract conditions of tenure. This permit ensures certain conditions to counter the excesses in the housing market and protect vulnerable tenants. The enforcement and reporting point state that the municipalities have the executive authority of this new law proposal, as is supported by the legal framework of chapter 4.5, and that reporting points make it possible for tenants to make reports free of charge and anonymous. In addition, the enforcement procedure describes the escalation ladder with governmental instruments as warnings, administrative enforcement, administrative fine and as an ultimate remedium the management takeover at their disposal. Therefore, the law proposition of good landlordship fits perfectly within this thesis and the instrument of a landlord and lease registration as it aims to tackle some of the same and similar problems in the Dutch rental market.

6.3.2 Instrument

Definition of the instrument

In Belgium a similar instrument already exists. All leases are required to be registered in a program called MyRent and is an online tool (Federale overheidsdienst Financiën, 2017; 2019; n.d.a; n.d.b). This tool is then used to check for discrepancies in the lease to point out and to act on before tenure. Registering the lease in this way makes it legally binding from that date onwards in Belgium. This instrument is in place to protect both the tenant and the landlord as a preventive instrument. In a folder and on the website of the Belgium government they mention that registration of the lease protects the rights of the tenant even if the landlord sells the dwelling. On the other hand, the landlord is protected for the right termination period and procedure of the tenant. In addition, one of the requirements of the lease is a description of the service, just like chapter 4.2, making it accessible and determinable what is and is not part of the agreement protecting both tenant and landlord. The other required information that is needed is similar to that of the legal framework of the Netherlands, as described in chapter 4.2. The information and a step to step guide how to register a lease is provided in a two page document. This document is added as appendix 4 and

shows how the system works, what the requirements are and contact information. The Belgium government provides information and guides, in word and video, of how to use this tool, why and the frequently asked question (Federale overheidsdienst Financiën, n.d.a; b). This makes the tool easy to understand and use in practice. The use of this instrument as a governmental tool in Belgium shows how a system as proposed in the landlord and lease register is defined and provides a basis to the instrument as is introduced in this subchapter.

The proposed instrument aims to create a register of all landlords and leases. During this process permits, information sharing and checks are essential. This instrument is shaped by including data of multiple landlords and mediators and their leases. Entering all this information into one database or dashboard creates an insight in what dwellings are leased, under what conditions and who the landlord is. In addition, data is added regarding the needed permits, applicable regulations and other documents that consist of the rent agreement between the municipality, the landlord and the tenant. This database then has all information in one place, making it easy to check if they all adhere to the agreements made and the legal framework. Next to that, conflicts and notes are added to the parties and the leases. To find these conflicts Figures 4.7 and 4.8 can be used for the preventive analysis. If a conflict arises, this conflict is linked to the corresponding parties. This makes sure that the database is used to see whether one of the parties has multiple conflicts or if a type of conflict arises multiple times throughout the entire database. Having these insights make sure that these conflicts are tackled as a group rather than individual cases. Doing so results in adequate resolutions for multiple offenders or recurring conflict types. To do this, the instrument uses the legal framework of chapter 4, the analysis of chapter 5 is done through the database and all information for conflict resolution is presented in one place.

In addition to the instrument the interview with Naber Vastgoedbeheer (2022) mentioned that a protective title might be introduced. Through the register landlords and mediators demonstrate that they are registered and approved, functioning as a quality mark. This quality mark can be extended to a protective title that is only awarded to people or organisations in the field that are, regularly, checked on their conditions and behaviour in the housing market. When a landlord or mediator does not provide evidence of this quality mark or title this gives a sign about that party as they are not regulated. After making the instrument of registering landlords and leases obligatory by law, practising without this quality mark or title would even become illegal. This indicates that the party must be reconsidered and perhaps another party with this quality mark or title would be a better option or legal assistance should be consulted. A protective title in that sense could be an addition to the register instrument, yet is not a necessity. In any case a protective title, with or without the instrument of a register, indicates certain quality and ethics and provides an indication about the trustworthiness and fairness of a party in respect to rent- and contract conditions.

Process

The process describes what steps are to be taken once this instrument is put into practice. The process is elaborated on for landlords and organisations defining their tasks to register themselves. Then there is the process to enter and check the leases. After that the result and period are defined as to what the reflection period is and how the result is communicated. Lastly, the process of making and revealing conflicts and notes is described.

Landlords and mediators need to register in the new register for landlords and leases. To apply in the register information is needed to verify the identity, contact information and their portfolio. This information is enough to verify the person or organisation is who they say they are, how they can be contacted and what dwellings are in their portfolio for tenure. Additional information is optional, yet not required at this stage. The information required to verify the identity is described in chapter 4.2 and includes the names, address and if applicable either date and place of birth and social security number or the registration number and details of the organisation. The contact information consists of at least a phone number, email or postal address to be able to contact the person if needed and this information needs to be updated when needed. The portfolio is a list of the dwellings that are in the portfolio of the landlord or mediator. With this list leases are connected to the address and the corresponding landlord and/or mediator. This information is used to connect conflicts and leases with the parties involved. Once the landlord or mediator has registered for the register they receive confirmation that their information is received properly or if anything else is needed. Additionally a quality mark can be received as suggested by Naber Vastgoedbeheer. Other actions of the landlord and the mediator from this point are either to upload new leases or information when needed or when contact is made from the register for any possible reason. These reasons can be the occurrence of a conflict, missing data, checks or any other reason.

The next action is to register a lease or multiple leases. When the lease agreement is concluded the lease is uploaded to the register. This can be a similar process as the Belgian government has. In the Belgian process it is described that this is a single document that includes the lease and all additional documents to it (Federale overheidsdienst Financiën, 2017; 2019). This is translated to the landlord and lease register with the inclusion to upload all relevant documents as a single document to the register. This must be done before a determined period and makes the agreement protected by the register. The lease is then checked by the authority of the register for inconsistencies or conflicts. If there are none, the landlord or mediator is informed that the lease is accepted. If there are then the landlord or mediator is contacted about these inconsistencies or conflicts and they need to be solved for the regarding lease conditions to be enforceable on their end. Prior to this, the landlord and mediators can pre-approved their standard contract if applicable so this document is already known to the register and easier and faster to check when a new lease is entered.

Next to the document of the lease and the additional documents, annual statements need to be uploaded. These statements are for the increase in rent, maintenance-, service- and utilities costs or any other changes in costs when they occur. This is derived from the contract and conflict analysis where costs are a main category for conflicts. Having the changes in costs checked annually by the landlord and lease register mitigates these problems as all costs are checked by a professional authority supported by the needed statements to change the costs.

Lastly a dashboard is created where notes are made about a landlord and mediator. These notes can be both good or bad depending on their experience. This tool is derived from different pilots and ideas that are discussed in the interviews. In chapter 5.2.2 the use of data in a database is discussed and used to shape the noting tool. Schiedam mentioned such a dashboard and Utrecht mentioned that increasing the region tackles problems on a larger scale. In addition, in the interviews the stakeholders reflected on this idea and 123Wonen, the rent team, Naber Vastgoedbeheer and MVGM mentioned that this could lead to a more holistic approach that goes beyond problem solving as it finds patterns that otherwise go unnoticed regarding a party or on a larger scale. The

communication and sharing information tool is used for this holistic approach. These notes are a result of conflicts or discrepancies from the landlord's or mediator's end. When a lease is not accepted or there are unfair conditions in it, this must be solved and receives a note that. This note is an indication that their leases must be checked in the future to mitigate similar conditions. A similar note is made when there is a conflict between parties. The involved parties receive a note with the reason for conflict and how the conflict is resolved. Positive notes are possible when the involved parties are collaborating well towards a resolution and negative notes for the opposite. These notes have no worth on their own, however when multiple notes are stacked this might lead to a pattern. If this is a negative pattern the involved party is addressed and a conversation might start to investigate if there is an underlying reason that needs to be addressed. It is possible that this pattern is not linked to one party, but is derived from many different parties encountering the same note. This then leads to a pattern of conflicts that transcends to a higher level where multiple parties or conflicts are tackled by addressing the issue of that pattern. Therefore, creating notes if there are any conflicts or contradictions are a useful tool within the register to investigate patterns and their underlying reasons. This in terms provides data to analyse conflicts or parties.

To do

The next steps are to include the instrument in the law and to execute and check the instrument. The inclusion of the law is needed to make sure that the landlords, mediators and leases are obligated to be sent to the register and what information is needed from all parties. The execution of the instrument relates to how this is done. What party is responsible and what tasks are needed to execute this instrument in practice. The checks of the instrument relate to the feasibility of the instrument. Are all conditions to the instrument defined and ready for practice.

The law needs to be supplemented for this instrument to work. Only creating the instrument and leaving it optional only affects those that are in the register. However, when you know you are wrong why would you tell anyone? So, the register must be obligatory to make sure that those who do not wish to register, perhaps because they know they are wrong, are included. To enforce this, legal substantiation is needed. Things cannot simply be demanded, as is part of the problem, and a law must make this possible. The new law for good landlordship already imposes a change of law. Their implications take into account current instruments and laws and what needs to be stressed, changed or added. Including this instrument to that law would mean that the data needed for the register must be provided by all parties and takes into account current laws, like privacy and use of data. Enforcing cooperation by law means that the instrument reaches its full potential to have an impact on the current problems.

The execution of the instrument of a landlord and lease register is possible by the government and rent committee, as it is their task to safeguard public interests for housing and rent- and contract conditions according to the legal framework. This would imply that these actors must execute the implications of a register. However, they could choose to outsource the tasks of the register like MyRent in Belgium. Suited parties to take up these tasks and responsibilities are the rent committee and the rent teams that have been discussed in this thesis. Their core business resembles the aimed objective of this instrument. When this is the case it is important that the final responsibility is clear and that the party remains independent to make sure that the safety laws regarding data and the public interest are safeguarded. In the interviews all parties were positive to cooperate with such a system. The assisting parties mentioned that municipalities might not have the resources to add the tasks of the new register to their workload and outsourcing these tasks is the best option. The interview with the rent team mentioned that their whole role is in contract with the municipality and can also be seen as outsourcing their responsibilities (Huurteam). Outsourcing in a similar way takes this workload from the municipality while keeping the municipality as the main responsible authority as they decide the contract and conditions of cooperation. Thus, in either case the government has the executive authority for this new instrument to be shaped and is responsible that the instrument is used for the aimed purpose, taking into account the sensitivity of the data. However, this task can be outsourced and executed by another independent party like rent teams or the rent committee.

The checks relate to how the checks are shaped and what conditions apply. It is important that the instrument is fully worked out before implementation to make sure that it works. The responsibilities are important, but so is the process. The checks are there to make sure that contradictions are observed and categorisation of conflicts is possible. These checks are done by the organisation in charge of the landlord and lease register as is just mentioned. To make this process run smoothly, a script can be provided as the needed tool. Figures 4.7 and 4.8 provide an introduction to this script. This script determines what to focus on and what the outlines of the legal framework are. The final overview from chapter 4 can be the basis and improving these scripts throughout execution makes the checking process easier as time and experience passes by. Examples of conditions in this script are the most common conflicts that are supplemented as they are observed through time. In doing so, the script for checking the landlord and lease register improves and moves with trends of conflicts making it stay up-to-date and focussed on the problem that it aims to solve.

Another step is that the terms need to be defined. These terms need to be respected or a fine is inclined. The terms relate to when certain documents need to be put in the register or when a response needs to be given. This point is stressed by the interviewed parties to enforce cooperation of organisations and prevent slackness. For conflict resolution the terms are defined by law or follow a legal procedure. For the other cases no term exists as the instrument is new and these terms need to be clearly stated and enforceable. Both the amount of days, the process if not followed and the fines need to be worked out legally to support the instrument of a lease and landlord register.

Impact

The impact after the instrument is fully functional differs per party. There is the tenant, the landlord or mediator and the government. First, the tenant. The implication of this instrument makes it possible for the tenant to have their lease checked professionally, making them less vulnerable for unfair conditions. This step needs no action from the tenant, however the tenant can send their lease to the register to check if the lease is known in the system. However, this is the responsibility of the landlord and thus this check is supplemental. An active implication for the tenant is to make conflicts known through the reporting points made available. This can either be done anonymous or not and is free of charge. This conflict is then handled accordingly and a normal procedure for conflict resolution is started when applicable. Further impacts for the tenant are indirect as the tenant is protected through the new instrument, yet more in a preventive way then a reactive way.

For the landlord this is limited to a one time registration in the register. This takes some time to verify all documents, information and formalities. After that, the landlord is registered and their

information only needs to be changed when applicable. For organisations this is rather similar with an addition. Again, a one time registration is needed. After that, new employees need to be registered once and checked, yet still falls under the responsibility of the organisation as a whole. This is to protect individuals within a larger organisation. If an employee quits or transfers to another organisation, the information can stay within the register. The employee's information regarding the organisation is either changed or indicated as non-active making transitions an easy process.

For the governmental impact this is described at large in the law good landlordship. They elaborate on the defined conditions and rules to stimulate good landlordship, make information and notification points, the introduction of permits, the takeover conditions, enforcement and supervision and the transition process. These implications are related only to the introduction of the law for good landlordship and therefore stands on its own. However, they can be used together with the instrument(s) of this (sub)chapter. Next to those implications, the instrument of a register includes other implications for the government. The government must execute the register or it can outsource that task to an external organisation like the rent committee and rent teams, of course with the needed privacy, as they are the executive authority by law. The execution includes checking new inputs to the register, both leases and landlords or mediators. Another task is to observe conflicts, malpractice or patterns. If a problem arises this needs to be made aware, this can either be during the checking process or from an information point mentioning a conflict. This then needs the appropriate response as mentioned in the Wgv. Next to that, patterns must be analysed if a landlord or mediator comes up with multiple conflicts or if patterns arise from recurring conflicts, either from one or multiple parties. These patterns can then be tackled as a group, making conflict resolution more efficient then handling each conflict individually.

Conclusion

The instrument is defined by an idea that is derived from a similar tool in Belgium in combination with ongoing pilots in the Netherlands and the contract and conflict analysis and linked to the legal framework. The instrument of a landlord and lease register includes these ideas by making one place where all data is combined regarding rent- and contract conditions to check and observe conflicts and discrepancies. The process of this instrument is elaborated and describes what steps are to be taken by the different parties. These steps differ from a one time application to keeping information up to date and new entries and how all information is processed. In addition, it is mentioned that there are still some steps to define and actions to take before this instrument is executed. However, if everything that is mentioned is considered, worked out and executed, the implications of this instrument could lead to an effective way of preventing conflicts, resolving them and observing patterns to tackle both now and in the future.

6.3.3 Feasibility

To test the feasibility of this instrument the implications are reflected on. This is done through interviews and critical analysis of the instrument. To judge whether this instrument is feasible or not some aspects are looked at closer. This is done for the change of law, enforcement details, the difficulty and specialty required, loopholes and judgement calls and tasks that need to be done before implementation.

It is already mentioned that for this instrument to reach its full potential there needs to be a change in legislation. This must be done to obligate the use of these instruments for all leases, landlords and mediators. An interview with a rent team pointed out that private law needs to be considered and is the bottleneck from what can be asked from parties in regard to documents and information, in general and particular to this instrument. In combination with other interviews a point was made that if this instrument is not obligatory, this means that some actors in the field will cooperate and others not, making it possible for the ones that do not cooperate to still have rent- and contract conditions that are considered unfair (Naber Vastgoedzorg, MVGM and TBV Wonen). Without a legal obligation the parties that are cooperating can show the approval they get from the register as a way of quality mark, so the instrument does have a positive impact. A possibility is either to have an individual change of law aimed at this instrument or include this instrument in the law proposition for good landlordship. This makes that there is only one law amendment targeting multiple similar and related problems. In any case, not changing the law would result in a lower impact, yet still a positive impact of this instrument, and a change in the law to make cooperation obligated makes this instrument reach its full potential and has a large impact on the aimed target to prevent unfair rent- and contract conditions.

The enforcement of this instrument is just as important as the introduction of the instrument. For this instrument to work, the entries to the register need to be checked thoroughly to observe any discrepancies or conflicts with the legal framework. To do this the government, and more specifically municipalities, have the executive authority, but they can choose to outsource this to an independent organisation as the rent committee or rent teams. From the interviews with landlords and mediators it was made clear that they are willing to cooperate and that there are organisations interested in fulfilling this task. In any case, the organisation of the instrument needs to be set up by the executing party which costs time, energy, expertise and money. Defining and setting up the instrument in detail is an important phase that needs to be done before the instrument can be introduced and fully operational. Another important role that was mentioned in these interviews in combination with the interview of the rent team was that the executive party needs to have the means to make sure that the uploaded documents and data are indeed the correct agreements, so a guarantee of correct information provision is required. This is considered a risk and responsibility for the executing organisation. This risk can be mitigated by including a condition in the law, however it is still an executive responsibility to make sure this condition is indeed respected. A solution mentioned was to have a double entry by the landlord and the tenant, making this different from the Belgian process where only the landlord needs to upload the document, so it can be checked that the entries are indeed the same.

This instrument targets specific knowledge to the subject making that the execution of this instrument requires specific know-how. Additionally the collected data is considered sensitive data and needs protection by law to safeguard privacy (AVG). Both aspects are pointed out throughout all interviews. This makes that the executive party needs to have the proper knowledge on board to be able to execute their role. A script is mentioned with the needed information to be able to execute the checks and observe patterns, however this script must be made and updated by professionals. This requires a professional with legal expertise or similar to uphold the quality of the instrument in combination with capable employees to use the acquired information. If this expertise and knowledge is lacking, the quality of the instrument is affected directly. In extension this applies to respecting the laws of privacy when working with the sensitive data. Therefore, it is

important that the correct knowledge and know-how is represented within the executive party for the quality of the instrument.

In addition to the previous aspect professional expertise is needed as loopholes and judgement calls arise. The interviews with the rent team and MVGM mentioned that smart and sly people are always looking for a loophole to justify what they do and what is possible in search of the borders. Next to that, large organisations often have their own legal department and smaller organisations run their leases by a lawyer before they use them according to all interviews. However, the contract analysis proves that even in those leases there are conflicts with the legal framework. This is a real risk as the perimeters of the conditions need to be defined in detail and a clear line must be drawn to avoid the conflicts as are shown in the contract analysis. The legal framework leaves room for interpretation as is pointed out in the contract- and conflict analysis making judgement calls inevitable to conditions that appear in the entry documents of the instrument. To judge these loopholes and conditions, expertise is required to form a judgement. This can either be that when in doubt it is allowed, strict regulations on how to judge these situations or to have a judge rule on these situations. The second option requires a strict script of the process of how to make a call or who can make the call. The last option requires a judge, yet the ruling must be documented to use in future appearances of similar situations. In any case, a decision about the process must be determined and from there the instrument continues to grow. More data leads to more targeted approaches.

Lastly, there are still actions required before this instrument is ready to be implemented. The foundation is described in this subchapter, yet there are points of attention and to do's before this instrument is ready to use. When the proper procedures as described are worked out and accepted, this instrument can have a large impact on the aimed target to improve fairness in rent- and contract conditions.

6.3.4 Conclusion

The previous chapter provides the initiatives that lead to the creation of an instrument for a lease and landlord register. The pilots and permits, in combination with the contract and conflict analysis and the interviews provide insights as to how to shape this instrument. The legal framework is used as a basis to test the data that is entered in the register. These tested entries then lead to acceptance, discrepancies or conflicts that can be acted on. Additionally, patterns are observed from multiple offences together that can lead to new insights or repercussions in line with the offences. This instrument is feasible and can lead to large impacts to tackle the problem of unfair rent- and contract conditions, however before this is possible some aspects need to be worked out further and some actions are needed to fully reach the potential of this instrument.

The figure on the right shows an overview of what the instrument is, the implications of the instrument, the risks and improvements of this instrument and a final statement of this subchapter and provides an overview of the most important information.

Description of the instrument
- Landlords and mediators are registered
- Leases are registered
- Leases are checked
- Patterns are observed and addressed if applicable
- Discrepancies and conflicts are observed
  - And addressed
- Small actions for landlords and mediators to take
- A holistic view and instrument on a national scale
- Annual updates on costs and changes if applicable
  - Keep up to date

Implications for the instrument of a landlords and lease register
- Leases are always checked
  - And thus fair after passing the check
- Multiple offenders are observed and sanctioned
- Conflict and discrepancies are categorised and patterns are observed
  - And acted on
- Executive organisation with a preventive role
- New patterns are observed, making the system and problem always up to date

Feasibility

Risks	*Improvements*

- Checks if the registered lease is indeed the actual lease
- The law needs to be changed before full potential is reached
- Difficult and specific topic
- Sensitive data that needs protection
- Loopholes and judgement calls
- Needs to be worked out more before implementation is possible
	- All leases, landlords and mediators are checked
	- Costs changes are checked
	- Landlord and tenant are protected by the instrument
	- Patterns of conflicts and discrepancies are observed
	  - Are addressed
	  - Keeps the system up-to-date
	- Preventive instrument for conflicts in rent- and contract conditions

To do's
- Change law to make cooperation obligated
- Define the executive organisation
- Define periods for specific actions in the proces

Conclusion

This instrument is feasible and positively affects the aimed objective. However, for this instrument to reach its full potential some things are needed first. These things are to include the obligation in the law, define the executive organisation responsible and work out some of the details regarding the process. Moreover, if this instrument is worked out in detail and put into practice the effect can reach a positive large-scale impact to prevent and mitigate reasons for main conflicts as analysed.

Figure 6.3: Conclusion overview instrument 3; Landlord and lease register (Author, 2022).

6.4 | CONCLUSION

In this chapter different instruments are discussed to improve unfairness of rent- and contract conditions. This is done through elaborating on three possible instruments. These instruments are investigated on how they are derived, the working of the instrument and the feasibility of it. This resulted in interesting findings of the different instruments. In the second instrument it is discussed that combining and letting different tools work together improves all tools as a combined instrument. Using the different instruments discussed together can have a similar result. Comparing the different implications of the instruments and combining them result in a more holistic approach to resolve the aimed problems. In addition, the tools and improvements of the different instruments strengthen the implications of the other instruments and mitigate their risks. This makes them share a common goal and build upon each other to reach higher implications and feasibility for successful results.

The conclusions of the different instruments together and separately formulate the outputs of research question 4 and 5. For research question 4 a list of possible approaches to improve unfairness in rent- and contract conditions is the deliverable derived from analysis and interviews. This is supplemented with the outcome for research question 5 aiming to present the feasibility of the formulated approaches to improve fairness in rent- and contract conditions. The information of this chapter is a combined answer to both research questions:

What can be done to avoid conflicts regarding rent- and contract conditions?
How can the approach to avoid conflicts regarding rent- and contract conditions be accomplished?

The answer to the first question is that there are three instruments formulated to avoid conflicts, they are standardised contracts, a proactive government and a landlord and lease register. These instruments can be used separately or can be combined to have a larger total impact and strengthen each other. This is supplemented with an answer to the second question, presenting information of the formulated instruments and their feasibility. This defines how the instrument is used to achieve their aim and what must be considered to execute the instrument. An elaboration of the details is found in this chapter and an overview is provided in Figure 6.4 on the next pages.

	Instrument 1: Standardised Contracts	Instrument 2: Proactive Government	Instrument 3: Landlord and Lease Register

Aimed objective of the instrument	- Additional conditions
	- Occupancy
	- Data provision and collaboration
	- Costs
	  - Types, substantiation, changes, limits
	- Termination
	- Living quality and nuisance
	- Maintenance
		- Law for good landlordship
		- Pilots
		- Rent teams
		- Information sharing and data processing
			- Landlords and mediators are registered
			- Leases are registered
			- Leases are checked
			- Patterns are observed
			  - And addressed if applicable
			- Discrepancies and conflicts are observed
			  - And addressed
			- Little actions for landlords and mediators
			- A holistic view and instrument on a national scale
			- Annual updates on costs and changes if applicable
			  - Keep up to date

How is the instrument defined and what does it imply	- Always use the New standard lease
	  - One lease to follow
	  - All types of lease included to select from
	- No deviations are possible
	- Additional conditions must be clearly indicated
	  - Are void or unenforceable
	- Select applicable conditions to the type of lease or situation
	- Collaboration to define all conditions
	- In different and understandable languages
		- Permits
		- Checks and revisions
		- Information and reporting points
		- Combining tools
		- Law for good landlordship
			- Leases are always checked
			  - And thus fair after passing the check
			- Multiple offenders are observed and sanctioned
			- Conflict and discrepancies are categorised and patterns are observed
			  - And acted on
			- Executive organisation with a preventive role
			- New patterns are observed, making the system and problem always up to date

Figure 6.4: Conclusion overview of the three instruments (Author, 2022).

Feasibility aspects of the insrument	**Risks** - Complex and large list of conditions - Elaborate process of determining all conditions - Keep up-to-date - Risk that this lease is not strictly followed - Must be made enforceable	**Risks** - Private law hinders information gathering - Execution of enforcing permits on a national scale yet to be debated - Checks and revisions are time and costs consuming - Only a selection of (good) leases is send	**Risks** - Checks if the registered lease is the actual lease - The law needs to be changed before full potential is reached - Difficult and specific topic - Sensitive data that needs protection - Loopholes and judgement calls - Needs to be worked out more before implementation

	Improvements
	- Improve information
	- Information in understandable language
	- Information in other languages
	- Legally substantiated
	- No deviations that lead to conflict
	- Easy to check
	- Clear conditions
	- Completeness
		Improvements
		- Permits are preventive and reactive and use current conditions to be proactive
		- Checks and revisions are preventive and reactive as they observe and directly act upon conflicts
		- Take initiative rather then letting people come
		- Information sharing to improve knowledge for all parties
		- Anonymous and free assistance for conflicts and knowledge sharing
		- Combining tools for a larger impact and a larger scale
			Improvements
			- All leases, landlords and mediators are checked
			- Costs changes are checked
			- Landlord and tenant are protected
			- Patterns of conflicts and discrepancies are observed
			  - Are addressed
			  - Keeps the system up-to-date
			- Preventive instrument for conflicts in rent- and contract conditions

Conclusion	The different instruments have different aims and implications. The use of the different instruments are feasible to different extents depending on the conflict(s) they tackle. Combining the different instruments through communication and information sharing makes the instruments supplement each other. In this way the instruments can work together to mitigate risks and strengthen improvements to have a more holistic impact on improving fairness in rent- and contract conditions.		

Figure 6.4: Conclusion overview of the three instruments (Author, 2022).

07 | CONCLUSION

This chapter provides a conclusion and recommendations of this thesis. The conclusion discusses the main points of this research and provides an answer to the main research question. It does so by repeating the problem statement, describing the methodology, answers of the sub questions and stating the most important information. The recommendations elaborate on how the results of this thesis are used to continue on the social and academic field and what to focus on for further research.

7.1 | CONCLUSION

The Dutch housing market is under a lot of pressure due to scarcity, high demand in housing and rising prices and this has led to problems. One of these problems relates to the rental segment. Due to the current tensions in the rental segment the existence of so called 'strange conditions' within contracts lead to attention of lease conditions. It is pointed out that 80% of all leases that were part of a research contained one or more conditions that were considered 'strange' and do not belong in a lease. These conditions have led to the topic of this thesis as to what are considered to be fair rent- and contract conditions and how to improve them. This problem has not passed by silently and has already received attention from different media on different scales and this is discussed throughout this research.

The private rental sector is the largest growing sector of the rental segment and grew significantly in the past 10 years. This popular investment trend is a result of using the housing demand for extra income. This high demand gives the landlords a luxury position to select their tenants and include higher demands in rent- and contract conditions. REM agencies offer their services to landlords to assist landlords with the leasing process in different scales and involvement, providing their expertise and taking tasks out of the hands of landlords. However, landlords do not regularly have housing as their main field of expertise resulting in not being fully aware of the legal framework of tenure. REM agencies do have housing as their field of expertise, yet are working for their client, the landlord, and want to satisfy them in their demands. The question of who is responsible for the knowledge lies with BW6:230a stating that information if the lease must be correct, clear and unambiguous, thus making the party making the lease responsible that it adheres to these requirements. Additionally ethical considerations of the parties are involved to work just and fair.

The problems of fairness of rent- and contract conditions resulted in the formulation of research questions. The aim of this thesis is to improve rent- and contract conditions for landlords and tenants resulting in the following main research question:

How can fairness be improved for rent- and contract conditions for landlords and tenants in the Dutch rental housing market?

To be able to answer this research question the findings of this research are combined. This is done by first elaborating on the legal framework, discussing what is considered to be fair and what fair rent- and contract conditions are currently legally defined. After that a synthesis of the conflicts and unfairness that happen most due to these conditions. Lastly three different instruments to avoid conflicts regarding rent- and contract conditions are analysed on their impact and feasibility. Through combining the answers an answer is formulated for the main research question.

7.1.1 Definition fairness and legal framework

The fairness of conditions must be made explicit to be able to measure and analyse it. Chapter 1.5 elaborates on different means that are working with a definition of fairness. Combining them gives a definition and an answer to the first research question within the scope of this thesis. Fair rent- and contract conditions are defined as conditions that are allowed to be included and are in adherence to and substantiated by the law. Unfair conditions are conditions that oppose the law and are substantiated that they are not allowed. Those conditions that are not substantiated by the law in any way are considered the grey area. For these conditions there is no legal substantiation to enforce the conditions, however there is no legal substantiation prohibiting these conditions either. This is the area where judges rule on the condition and circumstances to determine what is fair and that verdict is leading for future reference of the condition in that case.

To determine what fair conditions are currently legally defined a study on the legal framework is done and is found in chapter 4. The approach is an extensive analysis of the legal framework that is currently defined. First legal documents are studied to determine what conditions are connected to rent- and contract conditions. After analysis of the documents, their references and supplements from other sources for additional information where needed, a categorisation of conditions is made. This categorisation makes all conditions relatable to a legal framework that is used for this thesis. The implications of the conditions and their categorisation create the legal framework per category and topic thereof to use and consult for determining what fair rent- and contract conditions are currently legally defined.

Throughout chapter 4 different types of data and categories are used to define the legal framework of what is currently defined. There are many conditions discussed in chapter 4 that are categorised and go in depth on that specific topic. A full overview is found in chapter 4 and in the overviews of chapter 4.7.1. The conditions that are currently legally defined are presented throughout chapter 4 and can be consulted in their corresponding category. Chapter 4.7.1 provides a conclusive overview of what must or must not be in the lease, what to pay attention to and important documents that are consulted to show what fair rent- and contract conditions are currently legally defined.

Next to that a more analytical conclusion of the legal framework is presented in chapter 4.7.2. That chapter discusses the extensive and difficult side of the legal framework that functions as the building blocks of making the knowledge manageable and known to consult for determining the fairness of rent- and contract conditions. The implications and information of this chapter are described and are found in detail at the corresponding places of this chapter with legal substantiation. For further details and further steps with the legal framework there are professionals to consult with an expertise on this topic. It concludes that the legal framework is an extensive and complex field of expertise that makes many people cope with a deficit in knowledge that is hard to improve to a higher level, thus deserving more attention to make it accessible and manageable.

7.1.2 Conflicts due to rent- and contract conditions

From the problem statement and the introduction it has become clear that conflicts arise from rent- and contract conditions. To create better insight in these conflicts more in depth analysis is done. These analyses are done through looking at standard contracts, inventorisation of frequently asked questions of organisations coping with these conflicts, published research and other publications. For the contract analysis of chapter 5.1 a total of 19 leases are used. These leases are analysed next to each other and the legal framework of chapter 4 on similarities and discrepancies. Different media are used to find current conflicts, like rent teams, publications and tenant and landlord associations. These sources and conflicts are analysed and the most common conflicts are categorised and discussed in chapter 5.2. On top of this several pilots are analysed. These pilots aim to solve excesses in the housing market and have a similar approach to this thesis as the conflict analysis.

The conflicts that happen most due to rent- and contract agreements are related to conditions regarding occupancy, data provision, different types of costs, termination, general terms and conditions, living quality and nuisance. Their legal reference is either defined in the legal framework, refers to it, is outside of the scope of it or contradicts it. In addition, there are notes regarding the rent- and contract conditions and conflicts categories. The totality of this answer is visualised in Figure 5.3 and can be found in the conclusion of chapter 5.3, showing the information, and the details are found in the corresponding parts of chapter 5. The overview shows that there is an overlap between some of the arising conflicts and that most of the arising conflicts have a legal substantiation and can directly be linked to the legal framework for a resolution. In other cases there is less legal reference and determining a resolution is a more difficult process. In all cases of conflicts the start of conflict resolution is communicating about the conflict and working towards a resolution. With large conflicts or if a conflict is growing a legal process is started for conflict resolution.

7.1.3 Instruments to avoid conflicts

Through different instruments different challenges are addressed and the challenges are linked to possible instruments to find out what can be done and if the instruments are feasible in practice. This is the focus of chapter 6. The challenges are derived from the outcomes of the analysis of the legal framework in combination with contract- and conflict analysis as are elaborated on in chapter 4 and 5. Next to that, possible instruments are derived from mentioned initiatives in interviews, literature research and additional research to what can be done against the categorised challenges that are described throughout this thesis. Chapter 6 uses that information to find corresponding instruments that approach the underlying problems in order to improve and prevent them from happening. This is done through literature studies, supplemented by interview results and analysis of the chapters of this thesis.

The following instruments explain possible instruments to improve fairness of rent- and contract conditions and are categorised in three themes. They discuss what the instruments relate to and how they are derived, what they aim to achieve and what the instrument looks like and their feasibility. The first instrument investigates the use of standardised contracts. The next instrument discusses the role of a proactive government and what role municipalities may have. The last instrument is about a register for landlords and leases.

The first instrument is about introducing a New standard lease. The legal framework in combination with contract- and conflict analysis show that rent- and contract conditions lead to conflicts. These conflicts in terms are caused by conditions that deviate from the legal framework. The instrument to introduce a standardised contract with predetermined conditions aims to resolve conflicts derived from lease conditions. This New standard lease is then the only lease that is allowed to be used. Deviations to the conditions are not enforceable and must be clearly indicated to show what is and is not substantiated and enforceable. This instrument is positively embraced and feasible, yet there are notes to it. The process to make this instrument is difficult, elaborate and takes time. Additionally the instruments need to be kept up to date and an enforcing instrument is required to make sure that the instrument is indeed used.

From the legal framework it is derived that the government has the executive power to protect public interests for housing and this is the basis for the second instrument. This role is translated in the use of pilots, permits and other tools to ensure the government takes a proactive role to solving the problem regarding rent- and contract conditions. This is translated in the development of an instrument that combines the tools of permits, checks and revisions, an information and reporting point, the law of good landlordship and any other tools that can be added to stimulate a more proactive role of the government. The tools and responsibilities lay on a national scale, where the execution takes place mostly on a municipal scale. All these tools need to work together to have the best result and to make the instrument feasible. Having the different tools work separately results in approaching individual problems, being reactive rather than preventive and are not always feasible with the current possibilities. However, when combining the tools they supplement each other and strengthen the strong elements while mitigating risks. This means that an instrument combining all the mentioned tools in this subchapter leads to a holistic approach that ensures a proactive role of the government, through different scales, to tackle unfairness of rent- and contract conditions.

The instrument of a landlord and lease register is defined by an idea that is derived from a similar tool in Belgium in combination with ongoing pilots in the Netherlands and the results of the contract and conflict analysis and links to the legal framework of chapter 4. The instrument of a landlord and lease register is a result of these findings by making one place where all data is combined regarding rent- and contract conditions to check and observe conflicts and discrepancies to prevent and react to possible conflicts and unfairness of rent- and contract conditions. The process of this instrument is elaborated and describes what steps are to be taken by the different parties. These steps differ from a one time application to keeping information up to date and new entries and how all information is processed. This instrument is feasible and positively affects the aimed objective. However, for this instrument to reach its full potential some things are needed first. These things are to include the obligation in the law, define the executive organisation responsible and work out some of the details regarding the process. Moreover, if this instrument is worked out in detail and put into practice the effect can reach a positive impact on a national scale of politics and practice to prevent and mitigate reasons for main conflicts as analysed.

In the second instrument it is discussed that combining and letting different tools work together improves all tools as a combined instrument. Using the different instruments discussed together can have a similar result. There are three instruments formulated to avoid conflicts, they are standardised contracts, stimulation of a proactive government and introducing a landlord and lease register. These instruments can be used separately or can be combined to have a larger total impact and strengthen each other. This is supplemented with presented information of the formulated instruments and their feasibility and is found in chapter 6.4. This defines how the instrument is used to achieve their aim and what must be considered to execute the instrument. An overview of the different instruments, their aim, their instrument and implication and their feasibility is presented in Figure 6.4 and is found in chapter 6.4.

To summarise, the three different instruments aim to improve and avoid certain aspects of fairness of rent- and contract conditions for landlords and tenants in the Dutch rental housing market. Separately, their approach and feasibility is discussed and presents instruments to implement for their targeted goal. However, implementing and integrating the instruments has a larger impact and a larger improvement on the fairness of rent- and contract conditions for both landlords and tenants in the Dutch rental housing market.

7.1.4 Final conclusion

Now that the results of this thesis are discussed they lead to an answer of the main research question. The combination of the different outputs and answers to the research question provide insights gathered from the data of the different parts of this thesis. Therefore the following question can now be answered:

How can fairness be improved for rent- and contract conditions for landlords and tenants in the Dutch rental housing market?

The definition of fairness in this thesis is considered to be within the range of the legal framework. This framework is derived from the legal documents that state the conditions within which must be remained to remain fair. The range of the legal framework is provided within categories of rent- and contract conditions and is defined by legal substantiation of what is and is not permitted by law. As pointed out through contract- and conflict analysis the fairness in the Dutch rental housing market is not in complete coherence with the legal framework. There are rent- and contract conditions that are considered to not be fair, requiring a need to improve fairness. This is the case for the perspective of both tenants and landlords. In order to improve fairness different initiatives are already presented and those are taken into consideration in this research. The analysis of the problem, contracts, conflicts, initiatives and other documents in combination with interviews are found throughout this research and have led to the formulation of three instruments. These instruments are explained and analysed to formulate the impact and feasibility of those instruments. The instruments that are considered are a New standard lease, tools leading to a proactive government and a landlord and lease register. All instruments have a specific focus and tools to realise their objective. Moreover, the instruments do point out that further actions are needed and suggest what those are. In addition, using the instruments separately impacts specific topics and is more vulnerable in their feasibility and impact. However, combining the different instruments and making their implications and tools work together strengthens the implications and impacts and mitigates their risks aiming at a more holistic approach to improve fairness of rent- and contract conditions.

To conclude, fairness for rent- and contract conditions for landlords and tenants in the Dutch rental housing market can be improved through the implementation and combination of the three instruments that are provided in this thesis. There are some points of attention and further activities before the instruments can be fully implemented. However, working out these instruments towards a common goal and implementation is positively recommended to have a feasible holistic impact on improving fairness in the rent- and contract conditions for landlords and tenants in the Dutch rental housing market.

7.2 | RECOMMENDATIONS

In this chapter further recommendations are made in regard to this research. Each research has its own limitations and findings that lead to further investigation. This can either be done on similar topics as the broader context to contribute to further exploration and implications of knowledge. This chapter discusses the recommendations that are derived from the conclusions of this thesis and a larger academic field.

7.2.1 Continuation with conclusions

This research has led to different implications and findings regarding the topic of improving fairness of rent- and contract conditions. These findings themselves insinuate further research as well as the instruments and conclusions of this research.

The findings are derived through analysis with conclusions. Moreover, further research on the aspects of the legal framework, contract and conflict conditions and the analysis thereof are recommended to have a larger network of data for comparison and conclusions. As this research has its limitations, further research contributes to the knowledge and data regarding the topic of this thesis. The investigation of smaller private landlords is underrepresented in this thesis and is recommended for further research. Their role might be significant and bring new findings to take into consideration regarding the problems at hand. Additionally, this implies the categorisations that are made throughout the legal framework and contract and conflict analysis that are recommended to further explore for possible supplements.

In the chapter of possible instruments further actions are discussed. The discussed instruments insinuate that they have points of attention that require more attention. These points require either to be worked out more or more research can be done on these aspects. In addition, research towards the impact of the instrument and after introduction of the instrument is recommended to test the results. Ideas are not always executed as expected, therefore reflection and improvement is required. This is also applicable to the discussed instruments of this thesis. Next to that, the formulated instruments are created to be actively used. The recommendation of this thesis is to actually use these instruments as formulated and reflected on in this thesis to proactively prevent conflicts and unfairness in rent- and contract conditions.

The conclusions of this research are provided in the beginning of this chapter. They discuss different topics and are derived from the data of this research and the used sources. More research on similar topics and on the final results of this research is recommended. This further research builds on this research and provides more data to use regarding the different aspects that are tackled in this research. As each research has its own limitations, further research on similar aspects supplements the knowledge and reach of knowledge that is known, analysed and used for further implication.

7.2.2 Further research

This research contains a scope and an aim to address the particular topic of this thesis. As mentioned in the problem statement the focus of this thesis is to improve fairness of rent- and contract conditions, moreover this is part of a larger problem within the rental sector including, but not limited, to the selection process and housing shortage. In addition, this research has an elaborate legal part that can benefit from further expertise research.

This research provides a focus on improving fairness of rent- and contract conditions. Moreover, the problem exceeds to the selection process of tenants, discrimination, taxes and other topics that are beyond the scope of this research. This means that further research in the broader context is required. However, that does not mean that this research is insignificant, rather quite the opposite. This research provides a piece of the larger puzzle that is to be used together with other research to tackle the problems in the fair conditions of the rental segment. Further research in this topic is required to have an even better substantiation of the implications and findings of this research. The more research there is, the more it becomes known and the more critical angles are taken to tackle the problems and substantiate implications. Therefore, further research on this topic and the broader context are strongly advised to improve the fairness of rent- and contract conditions and eventually mitigate them.

Further research from different fields of expertise supplement the information of this thesis as it places it in a broader context. As is mentioned a couple of times in this thesis the legal aspect is not the main focus of this research, yet it is an important part of it. Doing research on the problem of fairness in rent- and contract conditions from different points of views and fields of expertise create different angles to analyse next to each other for a more holistic view. This thesis can be used as one angle to contribute to improving the problem.

To sum up, further research on this topic, the larger context of the problem and other fields of expertise is advised as a supplement and continuation of this research to improve its implications. Just like the different instruments, more research has a beneficial impact on the knowledge and aim of this thesis to reach larger perspectives.

08 | DISCUSSION

The discussion chapter is built up in a discussion and limitations. The discussion part is focussed on reflecting on the main implications of this research and having a critical look at the results of this thesis. The limitations define the outlines of this research and what is beyond the scope and topic of this research, placing it in a wider perspective.

8.1 | DISCUSSION

The impact of the results from this thesis is discussed here. It sheds a light on the implications and has a critical look at what is to be done with the results of this thesis.

The legal framework that is discussed in this thesis is the result of a legal analysis of several documents. Moreover, my legal expertise is not that of a law student or practitioner and must therefore be considered as such. The legal framework and substantiation that is used throughout this research is to present the legality and how to use or consult this. In addition, it is mentioned a few times that professional assistance is advised for further implications of the legal framework. Considering this, it means that legal professionalism is required for the actual execution of the implications of this thesis and a legal reflection from a professional benefits this thesis. This thesis does not aim to be a judge or to rule on conditions that are mentioned and it must not be considered as such. There is a reason that there are conflicts that end up in court and are debated on their legality and this must be respected next to the findings of this research.

In the conclusion an action is proposed to implement a combination of the three discussed instruments of this thesis. However, it is mentioned that these instruments are not a ready-to-go plan and need to be worked out in more detail and in a more practical matter before the actual implementation and execution phase can start. This means that after this research is concluded, further research is advised to do this. This has been mentioned and is strongly advised. If the results of this thesis indeed improve the discussed problem they must be acted upon and executed to have an explicit effect.

Next to that, if the execution of the presented results is indeed active, reflections on their implications and results are required. As is proven through this research practice and theory do not always fully comply and reflections of the aimed results and actual results are required. A clear example are the discussed pilots and the results of this thesis can be treated in a similar way after further actions and execution to determine if the outcomes aim at the targeted objectives and if there are other results derived from the execution.

8.2 | LIMITATIONS

This thesis knows limitations due to the defined scope and expertise. The topic of this research is a part of a larger problem and the results of this thesis are therefore limited to the topic of rent- and contract conditions. Next to that, parts of this thesis are based on a legal framework. As this is not a legal research the expertise is not worked out in depth as it functions as an underlying basis and is not the full aim of this research.

The scope of this research is defined through a funnelling process of focussing on a particular problem in the Dutch rental segment. Due to this funnelling process several topics are external to the focus of this research. Throughout this research some of these topics and the outline of the scope are mentioned, indicating that there is more to that information that is not discussed in this research. Nevertheless, these topics are relevant for further research and implications. These topics include, yet are not limited to, the selection process for tenure, discrimination and the process to become a landlord. These topics are slightly mentioned and indicated that these topics are relevant, yet have their own scope and research that is to be done. Next to that, the further research elaborates on the fact that some aspects of this research are limited and could benefit from further exploration. The use of contracts and conflict analysis in this thesis is limited to my exploration, however the more research the more knowledge is linked to this topic. This also applies for the instruments and pilots that are discussed. Right now the implications are limited to hypothesis and plans, yet the actual results and implications are still to be determined throughout execution. Thus, the limitations of the scope of this research make that there are relevant and connected topics to the topic of this research that are worth exploring as an extension to the results of this research.

Another limitation is the expertise beyond the field of the built environment. It is mentioned before that the legal aspects of this research are an indication of the legal framework with reference to their substantiation. For further expertise and information professional consultation is advised. This makes that there is a limitation to this thesis when it comes to fields outside my field of expertise. This mainly applies to the legal field of expertise, however other fields can also have an impact on the results of this thesis. As the topic involves a human factor, research and the impact from a social point of view may be relevant. This is beyond the reach of this research and is considered a limitation. Additional information is welcomed and could supplement the results and information of this research. Thus, supplementing the results and information of this thesis with other fields of expertise that are not extensively researched due to limitations are considered to be an addition to this research and extend the impact of this thesis.

09 | REFLECTION

This chapter reflects on the graduation process as a whole. This is a personal and academic reflection on the method and approach, social and academic relevance and the personal process. The chosen method and approach is reflected on and shows what was and was not according to plan and why this was the case. The reflection of the social and academic relevance focuses on the relation between research and the relation of this graduation topic in the larger context of the study program and the wider social, professional and scientific framework. Lastly a personal reflection is added on the graduation process, the feedback and my personal experience.

9.1 | METHOD AND APPROACH

Throughout the research process the methodology and approach are changed to fit the process. At the beginning of the process a method and approach are defined to investigate the fairness of rent- and contract conditions. This research proposal is worked out to determine the research process. However, after starting the research process, the aimed method and approach proved to be a guideline to the actual process. The first part of this research focussed on the legal framework of the topic at hand. This took more time and was more extensive than originally anticipated resulting in altering the original planning. In addition, the information that was found through the different means of research was elaborate and diffused making it hard to find a narrative of all the found information. This resulted in the need for the research and approach to be adjusted throughout the process to pay sufficient attention to the aspects of this research that are brought to light throughout time. All in all, the method and approach that was originally created needed regular reflecting to fit the new findings and directions of the research. The aim and objective remained the same, moreover the process of the method and approach had to be adjusted to the actual progress of the research.

The used methods as described in chapter 2 did prove to suit the scientific relevance of the work. Through using different sources and choosing suitable sources for the part of the research that was needed the information was relevant and suited the topic it discussed. The sources of literature, documents, media and interviews all had their own place in the whole of the research and contributed different points of view needed to analyse the different topics. Looking back at the methods used and how they were approached it can be stated that the methods suited the scientific research and contributed to achieving the aimed approach.

The legal research mainly focussed on defining the legal framework and as substantiation to rent- and contract conditions. This was a difficult process as it included legal documents and studies which is a field of expertise that is not the main focus of this thesis and my studies. The sources that are used are mainly consulted from wetten.nl and the national government (Rijksoverheid). By consulting the online legal documents the most recent updates are included and experid conditions or old legislation was filtered. In addition, using the different sources and researching the references, finding additional sources was a suitable method to use in capturing the whole of the legal framework. This method made the extent of research broader, yet the process more elaborate as new documents kept popping up. Therefore, the used method was suited to the aimed approach, even though it was more elaborate than anticipated.

The literature, document and media method of research, apart from the legal aspect, aimed to find information regarding the other topics of this thesis. Through using different types of sources and different points of view the topic is observed from different angles. The approach of this method was chosen to have the opinions and information of different stakeholders presented next to each other to compare and have a holistic view. The used method suited this approach by including these objectives. The use of different media resulted in gaining data that is not limited to published articles, but also takes into consideration data on a users level with leases and reactions. The methods used made it possible for different stakeholders to be represented and in addition the use of different types of media made the data gathering broader. This created a more holistic view, making the method and approach match.

The use of leases and multiple (digital) sources for conflicts was a method to create insight into the practice of the discussed topics. The method that was used was to find common conflicts and use leases that were made available to me for this research. The used approach did result in enough information to process in this thesis. However, critical questions can be asked to the extent that the used leases actually represent the leases in the market. Another question arises if only discussing the main conflicts found captures the totality of the issue. Next to that, this thesis mainly used data from larger landlords and organisations and the smaller stakeholders are brought to light less. Including them in the scope of this research within the current method would extend the data to use in this thesis. This makes that the method and approach are suitable to some extent, yet do not match completely. The used approach and method only capture a part of the objective. This is considered and elaborated in the limitation chapter (8.2) and further research (7.2).

Lastly, semi-structured interviews are used to gather data from the practice point of view. These interviews were held with different stakeholders on different ends of the problem. The aimed method of semi-structured interviews was used to discuss findings of this research, yet being open to new ideas and information. The amount of interviews was limited making the amount of information to analyse and compare limited. However, this posed not to be a problem as the approach indeed found different opinions on the findings and contributed to new insights to use for the elaboration of this thesis. The professional approach from the field contributed to this research through the used method of semi-structured interviews. Thus, the approach of the used method was successful even though expanding the amount of interviews might lead to even more data to consider next to this thesis.

9.2 | SOCIAL AND ACADEMIC RELEVANCE

This research topic is about rent- and contract conditions in the Dutch rental segment of housing. This relates to the master track of MBE as it is about housing systems and management. The lease conditions are about the way the house should be used as well as how to manage tenants. Therefore, by researching this topic it contributes to the system and management of housing. This is in adherence to the master track MBE as it explores and impacts the managerial dimension and the processes involved with the housing industries.

In a broader context this research topic is related to the full master programme of Architecture, Urbanism and Buildings Sciences (AUBS). This thesis is researching a topic that is in relation to the building sector and impacts the entire country from small to large scale problems. This research actively explores a problem in the built environment and works towards an integrated solution. The findings of this research impact the housing sector and the built environment to an extent that goes through different scales in the sector and the country.

The research results of this thesis impact the built environment as it suggests possible actions. The results of this thesis are substantiated and further or supplemented research can be added in regard to this topic. This makes sure that the transferability of the results can be used in the wider social, professional and scientific framework. The results of this research suggest a change on the professional scale of tenure to improve fairness. Next to that, this has a social impact on tenure and tenants that impacts relations between the different stakeholders. The scientific framework benefits from the results of this research as it analyses scientific documents and adds onto the implications and instruments that follow from them. This makes this thesis a contribution to the social, professional and scientific framework and the results are transferable for further use and research on the topic.

9.3 | PERSONAL PROCESS

The personal process of this thesis has taught me a lot. Not only did it provide a deeper understanding of the research topic, but it taught me lessons about doing research and distributing resources.

The deeper understanding of the research topic is not limited to what is presented in this thesis. While in the process of research a lot of information was found on relevant and irrelevant topics that have not all been used. Through the extensive amount of data it was hard to bundle all of it in an organised way with a clear narrative. From all the information that is presented a long process of understanding and finding new information to combine is undergone. This process made me critical of what information to use and what to summarise, reference or leave out in combination with how to use a system to present a large amount of data in an understandable way.

The research process showed me new ways of doing research to combine with the knowledge I had. In the past, most research that I did were smaller topics or working together in a group. This made it possible to first find all the information and then create a written document referencing that information in a chosen narrative. In most cases either the objective was clear beforehand or after doing some research. This objective then changed according to the information that was found, however the main line of reasoning remained. For this thesis that process was not an option, so I had to broaden the tools to use. Because of the extensive amount of information that led me to different and new directions I had to readjust and reinvent my narrative throughout, not always knowing where the information would lead me. This made the process not always run as smoothly as I wanted to and for a long time my report consisted of broad outlines and bits of information summarised without a proper structure. This slowed down the original planning and process and made me dwell a long time on how to present all the data, especially of the legal framework, before I found a structure and could continue. Only after having all the pieces of the puzzle, or so I thought, it became clear how to structure the information and write the chapters and subchapters. However, as I created the narrative and structure it occured that substantiation was missing, leading to research more on a specific piece of information. In the end, this did lead me to working in new ways of doing research, extending my knowledge on different approaches to take. This made my research process an iterative process that was hard at times, but made me learn new tools for research leading to the thesis that is now presented in this document.

The research process was not a sole affort. With the help of my mentors the research process was steered into the right directions with advice on different aspects. The supervision and feedback helped me into structuring and working out the data that I had and pushed me to write things down even if I did not know how to use that information yet. Additionally, the narrative of what I want to present in this thesis and how I do this was a main point of criteria from an early stage upto the final week. The sessions made me look critically at what I presented and how this contributes to the larger scope of the thesis. How does one chapter relate to another and within this chapter what information is presented and why. Losing yourself in your own story and research is easy, but making it understandable to someone else is difficult to make them understand your logic. Taking a step back, reflecting and revisiting the research is one of the lessons that I learned from the feedback which I took to heart by taking the needed time and asking the right questions about the readability of this thesis.

All in all, the personal process of this thesis has provided me with an experience that led to the final report. The process was iterative with learning points throughout and a whole different outcome than originally anticipated. With external help and supervision and using new tools the research was improved throughout making this research not only a piece of information at the end of the line, but also a great learning experience from different points of view.

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APPENDIX

APPENDIX 1: ROZ GENERAL TERMS AND CONDITIONS

ALGEMENE BEPALINGEN HUUROVEREENKOMST WOONRUIMTE

Model door de Raad voor Onroerende zaken (ROZ) op 20 maart 2017 vastgesteld en op 12 april 2017 gedeponeerd bij de griffie van de rechtbank te Den Haag en aldaar ingeschreven onder nummer 2017.21. Iedere aansprakelijkheid voor nadelige gevolgen van het gebruik van de tekst van het model wordt door de ROZ uitgesloten.

Gebruik

1.1 Huurder zal het gehuurde - gedurende de gehele duur van de huurovereenkomst - daadwerkelijk, geheel, voortdurend, behoorlijk en zelf gebruiken uitsluitend overeenkomstig de in de huurovereenkomst aangegeven bestemming, hetgeen onder andere betekent dat huurder het gehuurde niet mag gebruiken ten behoeve van bedrijfsmatige activiteiten (waaronder ook begrepen activiteiten als bedoeld in artikel 2.1 en 14.3 lid c). Huurder is gehouden tot afdracht van de winst die hij (naar schatting) heeft genoten door het handelen in strijd met dit verbod, onverminderd verhuurders recht op (aanvullende) schadevergoeding.

1.2 Huurder zal bestaande beperkte rechten, kwalitatieve verplichtingen en de van overheidswege, brandweer en nutsbedrijven gestelde of nog te stellen eisen ten aanzien van het gebruik van het gehuurde in acht nemen. Onder nutsbedrijven wordt tevens verstaan soortgelijke bedrijven die zich bezighouden met de levering, het transport en de meting van het verbruik van energie, water en dergelijke. Tenzij er bij aanvang van de huurovereenkomst sprake is van verhuur van gestoffeerde en/of gemeubileerde woonruimte, dient huurder het gehuurde bij aanvang van de huur te stofferen en te meubileren. Huurder zal het gehuurde voldoende gestoffeerd en gemeubileerd houden.

1.3 Huurder zal zich gedragen naar de mondelinge of schriftelijke aanwijzingen door of namens verhuurder gegeven in het belang van een behoorlijk gebruik van het gehuurde en van de ruimten, installaties en voorzieningen van het gebouw of complex van gebouwen waarvan het gehuurde deel uitmaakt.

1.4 Huurder heeft het recht en de plicht tot het gebruik van de gemeenschappelijke voorzieningen en diensten die in het belang van het goed functioneren van het gebouw of complex van gebouwen, waartoe het gehuurde behoort, ter beschikking zijn of zullen zijn.

1.5 Verhuurder kan huurder de toegang tot het gehuurde weigeren indien huurder op het moment dat huurder het gehuurde voor het eerst in gebruik wenst te nemen, (nog) niet aan zijn verplichtingen uit de huurovereenkomst heeft voldaan. Dit heeft geen gevolgen voor de huuringangsdatum en de uit de huurovereenkomst voortvloeiende verplichtingen.

1.6 Het is huurder niet toegestaan tot het gehuurde behorende bergruimten, garages e.d. als leefruimte, als opslag anders dan voor eigen niet-bedrijfsmatig gebruik, als werkplaats of als verkoopruimte te gebruiken dan wel anderszins in of nabij deze ruimten verkopingen te houden of te doen houden.

Onderhuur

2.1 Huurder is - zonder voorafgaande schriftelijke toestemming van verhuurder - niet bevoegd het gehuurde geheel of gedeeltelijk in huur, onderhuur of gebruik aan derden af te staan, daaronder begrepen het verhuren van kamers, het verlenen van pension, het (tijdelijk) in gebruik geven (zoals via AirBnB of een daarmee vergelijkbare organisatie) of het doen van afstand van huur. Een door of vanwege verhuurder gegeven toestemming is eenmalig en geldt niet voor andere of opvolgende gevallen.

2.2 Indien verhuurder redenen heeft om aan te nemen, dat huurder het gehuurde zonder toestemming van verhuurder geheel of gedeeltelijk in gebruik of onderhuur heeft afgestaan als bedoeld in artikel 2.1, is huurder verplicht mee te werken aan een daarop gericht onderzoek van verhuurder. Desgevraagd is huurder onder meer verplicht de personalia van de gebruiker(s) of onderhuurder(s) te verstrekken.

Staat van het gehuurde bij aanvang huurovereenkomst

3.1 Het gehuurde wordt/is bij aanvang van de huurovereenkomst aan huurder opgeleverd en door huurder aanvaard in goede staat, zonder gebreken. Dat is de staat waardoor het gehuurde aan huurder het genot kan verschaffen dat huurder bij aanvang van de huurovereenkomst mag verwachten van een goed onderhouden zaak van de soort waarop de huurovereenkomst betrekking heeft.

3.2 De algemene, de bouwkundige en de technische staat van het gehuurde waarin huurder het gehuurde bij aanvang van de huurovereenkomst aanvaardt, wordt door huurder en verhuurder vastgelegd in een als bijlage aan de huurovereenkomst toe te voegen en door of namens partijen te ondertekenen proces-verbaal van oplevering. Dit proces-verbaal van oplevering maakt deel uit van de huurovereenkomst.

3.3 Mocht er bij aanvang van de huurovereenkomst sprake zijn van een gebrek dan wordt dit in het proces-verbaal van oplevering vermeld. Een dergelijk gebrek wordt door verhuurder binnen een redelijke termijn verholpen. Indien verhuurder zulks nalaat, is verhuurder slechts in verzuim nadat huurder verhuurder in gebreke heeft gesteld.

Veranderingen en toevoegingen door huurder

4.1 Het is huurder niet toegestaan om zonder voorafgaande schriftelijke toestemming van verhuurder veranderingen of toevoegingen in, aan of op het gehuurde, de inrichting of de gedaante daarvan aan te (laten) brengen of te hebben. Het voorgaande geldt niet ten aanzien van veranderingen of toevoegingen die bij het einde van de huur zonder noemenswaardige kosten ongedaan kunnen worden gemaakt.

4.2 Het is huurder niet toegestaan om zonder voorafgaande schriftelijke toestemming van verhuurder veranderingen of

toevoegingen op of aan de buitenzijde van het gehuurde, met inbegrip van het erf, het balkon, de gemeenschappelijke ruimten en van de tuin (tenzij het gaat om de inrichting als siertuin) aan te (laten) brengen of te hebben.
4.3 Veranderingen of toevoegingen zullen bij het einde van de huurovereenkomst door huurder ongedaan worden gemaakt, tenzij huurder schriftelijke toestemming van de verhuurder heeft gekregen om ze achter te laten.
4.4 Tenzij partijen schriftelijk anders overeenkomen, verleent verhuurder geen toestemming voor veranderingen en toevoegingen die huurder wenst aan te brengen indien:
– daardoor de verhuurbaarheid van het gehuurde wordt geschaad;
– de wijziging leidt tot een waardedaling van het gehuurde;
– deze niet noodzakelijk zijn voor een doelmatig gebruik van het gehuurde;
– deze het woongenot niet verhogen;
– door het aanbrengen van de veranderingen of toevoegingen de energie-index van het gehuurde aantoonbaar verslechtert;
– wanneer zwaarwichtige bezwaren van verhuurder zich overigens tegen het aanbrengen daarvan verzetten.
4.5 Er is in ieder geval sprake van zwaarwichtige bezwaren van verhuurder, indien de veranderingen of toevoegingen:
– niet voldoen aan de terzake geldende overheidsvoorschriften en/of voorschriften van nutsbedrijven of wanneer de eventueel daarvoor benodigde vergunningen niet zijn verkregen;
– van onvoldoende technische kwaliteit zijn;
– de verhuurbaarheid van naastliggende woningen aantasten;
– een goed woningbeheer bemoeilijken;
– overlast en/of hinder aan derden veroorzaken of kunnen veroorzaken;
– leiden tot het niet meer kunnen toewijzen van de woning aan woningzoekenden uit de primaire doelgroep van verhuurder ten aanzien van het gehuurde;
– redelijkerwijze schadelijk zijn of kunnen zijn voor het gehuurde of het gebouw waarvan het gehuurde deel uitmaakt;
– de aard van het gehuurde wijzigen;
– in strijd zijn met splitsingsakte(n) of huishoudelijke reglement(en) die op het gehuurde betrekking hebben, danwel met de voorwaarden waaronder de eigenaar van het gehuurde de eigendom van het gehuurde heeft verworven.
4.6 Verhuurder is bevoegd aan zijn toestemming voorschriften voor de huurder te verbinden of daarbij een last op te leggen, met name met betrekking tot de door hem te gebruiken materialen en de kwaliteit daarvan, de toe te passen constructies en de te volgen werkwijzen, in het bijzonder met het oog op de mogelijkheid van en de gevolgen voor toekomstig onderhoud en veiligheid. Verhuurder kan aan een te verlenen toestemming voorts voorschriften verbinden met betrekking tot een brand-, storm- en wettelijke aansprakelijkheidsverzekering, met betrekking tot belastingen en heffingen en met betrekking tot aansprakelijkheid.
4.7 Verhuurder zal bij zijn toestemming kenbaar maken of de veranderingen bij het einde van de huurovereenkomst wel of niet ongedaan gemaakt moeten worden. Verhuurder is, in het geval dat hij ongedaanmaking verlangt, bevoegd een garantie of een andere zekerheid voor de nakoming van die verplichting te verlangen. De ongedaanmaking kan alleen achterwege blijven indien verhuurder op gezamenlijk schriftelijk verzoek van huurder en de nieuwe huurder alsnog akkoord gaat met de handhaving van de door huurder aangebrachte of door huurder overgenomen veranderingen of toevoegingen, in die zin dat deze door de nieuwe huurder kunnen worden overgenomen. De nieuwe huurder zal vervolgens op zijn beurt bij het einde van de met hem gesloten huurovereenkomst voor het ongedaan maken van de verandering of toevoeging zorgdragen, tenzij deze opnieuw achterwege kunnen blijven vanwege het in de eerste zin van deze bepaling gestelde.
4.8 Huurder is verplicht ervoor zorg te dragen dat bij de uitvoering van de veranderingen of toevoegingen voldaan wordt aan alle ter zake door de overheid gestelde of te stellen eisen, alsmede dat alle daartoe noodzakelijke vergunningen en toestemmingen (zoals die van de gemeente en brandweer) worden verkregen, terwijl de kosten van de veranderingen of toevoegingen te allen tijde voor huurders rekening zijn.
4.9 Huurder is verplicht tot onderhoud en reparatie van de door hem aangebrachte of overgenomen veranderingen en toevoegingen. In het geval huurder van een aan hem voorafgaande huurder zaken, veranderingen of toevoegingen heeft overgenomen, zullen deze nimmer kunnen leiden tot aansprakelijkheid van verhuurder. Huurder vrijwaart verhuurder voor aanspraken van derden voor schade veroorzaakt door huurder aangebrachte of overgenomen veranderingen en toevoegingen.
4.10 De niet behangen wanden en plafonds in het gehuurde mogen niet door huurder van behang worden voorzien. Het is huurder verboden stickers op verfwerk te plakken en vloerbedekking direct op de dekvloeren of trappen te lijmen. Door huurder op wanden aangebrachte structuur, zoals stucwerk, structuurverf, granol, putz en dergelijke, dient bij het einde van de huurovereenkomst door huurder ongedaan te zijn gemaakt, tenzij de opvolgende huurder schriftelijk aan verhuurder te kennen heeft gegeven dat hij de aangebrachte structuur op de wanden van huurder overneemt en dat hij (de opvolgende huurder) op zijn beurt bij beëindiging van zijn huuroverkomst voor verwijdering daarvan zal zorgdragen.
4.11 Een door verhuurder gegeven toestemming is eenmalig en geldt niet voor andere of opvolgende gevallen.
4.12 Verhuurder is niet gebonden aan een voordracht door huurder van een hem opvolgende huurder voor het gehuurde; ook niet als die voorgedragen opvolgende huurder zaken van huurder of aangebrachte voorzieningen of wijzigingen in/aan het gehuurde van huurder wil overnemen.
4.13 Alle veranderingen die in strijd met de voorwaarden van verhuurder door huurder zijn aangebracht, moeten op eerste aanzegging van verhuurder ongedaan worden gemaakt.
4.14 Indien door huurder aangebrachte zaken in verband met onderhouds- of reparatiewerkzaamheden aan het gehuurde c.q. het gebouw of complex van gebouwen waarvan het gehuurde deel uitmaakt tijdelijk moeten worden verwijderd, zullen de kosten van de verwijdering, eventuele opslag en het opnieuw aanbrengen voor rekening en risico van huurder komen, zulks ongeacht of verhuurder voor het aanbrengen van de betreffende zaken toestemming heeft verleend.

Wijzigingen of voorzieningen door verhuurder
5.1 Indien en voor zover van overheidswege aan verhuurder dwingende voorschriften worden gegeven tot veranderingen, aanpassingen of verbeteringen van het gehuurde afzonderlijk, dan wel van het gebouw of complex van gebouwen waarvan het gehuurde deel uitmaakt, verklaart huurder deze veranderingen in, op, aan of bij het gehuurde te zullen toestaan.
5.2 Indien het gehuurde deel uitmaakt van een complex van meerdere woningen en verhuurder het complex, of een gedeelte daarvan waarvan het gehuurde deel uitmaakt, wenst te veranderen, aan te passen of te verbeteren, terwijl die werkzaamheden van overheidswege niet dwingend zijn voorgeschreven, moet huurder daartoe de gelegenheid geven mits:
a. tenminste 70 % van de huurders binnen het complex, of een gedeelte daarvan, waarvan het gehuurde deel uitmaakt, met de voorgestelde verandering, aanpassing of verbetering heeft ingestemd;
b. de voorgestelde verandering, aanpassing of verbetering om technische, organisatorische, sociale en/of financiële redenen slechts complexgewijs of per betreffend gedeelte kan worden aangebracht;
c. verhuurder huurder tijdig heeft geïnformeerd over de voorgenomen verandering, aanpassing of verbetering en met huurder respectievelijk de huurdersorganisatie heeft overlegd.
5.3 Indien verhuurder volgens artikel 5.1 of 5.2 gerechtigd of verplicht is bepaalde wijzigingen of vernieuwingen in of aan het gehuurde aan te brengen, is verhuurder tevens gerechtigd huurder een voorstel tot wijziging van de huurprijs te doen op de voet van artikel 7:252 en/of artikel 7:255 BW.
5.4 Verhuurder is niet gerechtigd om aan huurder een voorstel tot wijziging van de huurprijs te doen voor die wijzigingen of vernieuwingen die zijn aan te merken als het verhelpen van achterstallig onderhoud tot het onderhoudsniveau dat bij de oorspronkelijke huurprijs past.
5.5 Bij veranderingen, aanpassingen of verbeteringen als bedoeld in de artikelen 5.1 en 5.2 is het gestelde in artikel 11.5 van toepassing.

Lift
6.1 Indien tot het gebouw waarvan het gehuurde deel uitmaakt een lift behoort zullen huurder, diens huisgenoten en bezoekers alle voorschriften, gegeven of nog te geven door of namens verhuurder, de liftinstallateur of de overheid, nauwkeurig nakomen.
6.2 Verhuurder zal zorgdragen voor het afsluiten van een service-abonnement ten behoeve van de liftinstallatie.

Centrale verwarming en warmwaterinstallatie
7.1 Indien in het gehuurde een eigen, individueel te bedienen, centrale verwarmingsinstallatie of een warmwaterinstallatie aanwezig is, zal huurder voor het behoud daarvan zorg dragen “als een goed huurder”.
7.2 Voor rekening van huurder zijn zonder uitzondering alle kosten voor herstel van schade ontstaan door nalatigheid, onoordeelkundig gebruik of het op ondeskundige wijze onderhouden van de in artikel 7.1 bedoelde installaties met toebehoren door huurder zelf of door personen, die door hem zijn aangewezen.
7.3 Huurder is verplicht bij vorst alle maatregelen te nemen die hem ten dienste staan ter voorkoming van bevriezing van de centrale verwarmingsinstallatie, de warmwaterinstallatie en de waterleiding. In geval van afwezigheid van huurder gedurende het stookseizoen, is het - met het oog op bevriezingsgevaar voor genoemde installaties - huurder niet toegestaan de radiatoren van de centrale verwarmingsinstallatie af te sluiten.

Gemeenschappelijke of centrale antenne-inrichting
8.1 Indien het gehuurde is, wordt of kan worden aangesloten op een bestaand gemeenschappelijk of een centraal systeem voor internet en/of voor de ontvangst van televisie- en radioprogramma's is het huurder niet geoorloofd een eigen systeem en/of eigen antennes aan te brengen of te handhaven, of wijzigingen aan het systeem aan te brengen.
8.2 Uitsluitend het in het gehuurde aangebrachte aansluitpunt(en) op de gemeenschappelijke of de centrale antenne-inrichting of internetvoorziening mag worden gebruikt voor de aansluiting van apparatuur. Voor deze aansluiting(en) dient huurder gebruik te maken van voor zijn rekening aan te schaffen deugdelijke aansluitsnoeren. Huurder is aansprakelijk voor de schade aan de installatie ontstaan door het gebruik van niet goed werkende ontvangsttoestellen of ondeugdelijke aansluitsnoeren.

Tuin, erf, erfafscheidingen, opstallen
9.1 Indien tot het gehuurde een tuin of een erf behoort, is huurder verplicht de tuin aan te leggen, te gebruiken, te onderhouden en te handhaven als siertuin en het erf en de tuin niet te bezigen voor de opslag van zaken, van welke aard dan ook, of voor het stallen van een of meer auto's, caravans, boten e.d. Bomen en struiken, ook de bomen en struiken die bij aanvang van de huur reeds aanwezig zijn, dienen door huurder te worden onderhouden en tijdig te worden gesnoeid. Als bomen of struiken in de tuin overlast veroorzaken moeten deze op kosten van huurder worden verwijderd. Indien een kapvergunning nodig is, dient huurder deze voor eigen rekening met medeweten van verhuurder aan te vragen. Schade veroorzaakt door bomen, struiken of andere beplanting is voor rekening van huurder.
9.2 Het is huurder niet toegestaan zonder toestemming van verhuurder erfafscheidingen, schuren, getimmerten en andere opstallen te plaatsen, te wijzigen of te verwijderen.
9.3 Het bepaalde in artikelen 4.1 tot en met 4.14 is van overeenkomstige toepassing.

Zonwering
10.1 Het is huurder niet toegestaan uitwendige zonwering aan te brengen, tenzij hij tevoren de goedkeuring van verhuurder heeft verworven ten aanzien van de constructie, de kleur en de wijze van bevestiging.
10.2 Het bepaalde in artikelen 4.1 tot en met 4.14 is van overeenkomstige toepassing.

Onderhoud
11.1 Huurder is ingevolge de wet (artikel 7:217 juncto 7:240 BW) en deze huurovereenkomst verplicht tot het verrichten van kleine herstellingen aan, op of in het gehuurde, waaronder in ieder geval de kleine herstellingen die genoemd worden in het Besluit kleine herstellingen, en verhuurder is verplicht op verlangen van huurder de overige gebreken te verhelpen, tenzij dit onmogelijk is of uitgaven vereist die in de gegeven omstandigheden redelijkerwijs niet van verhuurder zijn te vergen. Partijen zullen daartoe tijdig en op deugdelijke wijze - ieder voor zijn rekening - die voorzieningen, vernieuwingen daaronder begrepen, treffen of doen treffen, die daarvoor nodig zijn en waartoe de wet, enig wettelijk voorschrift of overeengekomen voorwaarden hen verplicht.
11.2 Het gestelde in artikel 11.1 laat onverlet de verplichting van huurder tot onderhoud, herstel en vernieuwing van door of vanwege huurder zelf aangebrachte voorzieningen als bedoeld in artikel 4.
11.3 De voor rekening van huurder komende kleine herstellingen worden door of namens verhuurder verricht indien dit onderhoud onder de door of namens verhuurder te verzorgen levering van zaken en diensten die verband houden met de bewoning van het gehuurde als bedoeld in artikel 7 van de huurovereenkomst is opgenomen.
11.4 Het hiervoor bepaalde laat onverlet de verplichting van ieder van partijen, die voorzieningen voor zijn rekening te nemen, die dienen te worden getroffen als gevolg van opzet, schuld, nalatigheid of onoordeelkundig gebruik van hemzelf of van personen voor wie hij aansprakelijk is.
11.5 Indien verhuurder het nodig oordeelt aan het gehuurde of het gebouw of complex van gebouwen waarvan het gehuurde deel uitmaakt of aan belendingen onderhoud, herstel, vernieuwing of andere werkzaamheden te verrichten of te doen verrichten of indien deze nodig zijn in verband met eisen of maatregelen van de overheid of nutsbedrijven, zal huurder de personen, nodig voor het verrichten van die werkzaamheden in het gehuurde toelaten en die werkzaamheden en het eventuele ongemak gedogen, zonder daarvoor schadevergoeding, vermindering van de betalingsverplichting dan wel ontbinding van de huurovereenkomst te kunnen vorderen. Verhuurder zal omtrent het tijdstip van de uitvoering van de werkzaamheden tijdig overleg met huurder plegen.
11.6 Indien een der partijen nalaat onderhoud, herstel of vernieuwing voor eigen rekening uit te voeren of te doen uitvoeren, dan wel indien deze op onoordeelkundige of slechte wijze zijn uitgevoerd, is de andere partij gerechtigd om die werkzaamheden voor rekening en risico van de nalatige partij te (doen) verrichten, nadat deze een schriftelijke ingebrekestelling heeft gekregen waarin hem een redelijke termijn voor de nakoming is verleend. Indien de voor rekening van huurder komende werkzaamheden geen uitstel kunnen gedogen, is verhuurder gerechtigd deze terstond voor rekening huurder te verrichten of te doen verrichten.

Toegang
12.1 Verhuurder en alle door hem aan te wijzen personen zijn gerechtigd het gehuurde na overleg met huurder en op werkdagen tussen 08.00 uur en 17.30 uur te betreden voor inspectie van de staat van het gehuurde voor de in de artikelen 5 en 11 genoemde werkzaamheden en voor taxaties. In noodgevallen is verhuurder gerechtigd ook zonder overleg en/of buiten genoemde tijdstippen het gehuurde te betreden.
12.2 Bij voorgenomen verhuur, verkoop of veiling van het gehuurde of (een deel van) het gebouw of complex van gebouwen waarvan het gehuurde deel uitmaakt, en de laatste drie maanden voor het einde van de huurovereenkomst, is huurder verplicht, na voorafgaande mededeling door of vanwege verhuurder, gelegenheid tot bezichtiging van het gehuurde te geven van 10.00 uur tot 12.00 uur en van 14.00 uur tot 16.00 uur op werkdagen alsmede op de veilingdagen en zal hij gebruikelijke 'te huur' of 'te koop' borden of biljetten aan of bij het gehuurde (of het gebouw of complex van gebouwen) gedogen.

Schade en aansprakelijkheid
13.1 Wanneer in, op of aan het gehuurde schade is ontstaan of dreigt te ontstaan, waaronder schade of dreigende schade aan leidingen, kabels, buizen, afvoeren, rioleringen, installaties en apparatuur, dient huurder de verhuurder daarvan onverwijld schriftelijk in kennis te stellen.
13.2 Indien er onmiddellijke schade dreigt of ontstane schade zich dreigt uit te breiden, dient huurder dit terstond bij verhuurder te melden en is huurder verplicht om onverwijld passende maatregelen te nemen ter voorkoming en beperking van (verdere) schade in of aan het gehuurde. Dit geldt in het bijzonder wanneer er schade tengevolge van enige weersgesteldheid is of dreigt te ontstaan.
13.3 Wanneer het gehuurde deel uitmaakt van een verzamelgebouw of een complex van woningen, geldt het in de artikelen 13.1 en 13.2 gestelde eveneens ten aanzien van het totale gebouw of complex, meer in het bijzonder ten aanzien van de gemeenschappelijke ruimten en de belendingen. Rechtstreeks optreden van huurder is in deze gevallen alleen dan vereist, wanneer zulks redelijkerwijs van hem verwacht mag worden.
13.4 Verhuurder is niet aansprakelijk voor schade en derving van huurgenot die huurder en/of zijn huisgenoten lijdt/lijden of voor schade aan zaken toebehorende aan huurder en/of zijn huisgenoten als gevolg van zichtbare of onzichtbare gebreken aan het gehuurde, tenzij die schade of derving van huurgenot aan verhuurder is toe te rekenen of indien die schade is veroorzaakt door een gebrek dat bij het aangaan van de huurovereenkomst aanwezig was en dat verhuurder toen kende of had behoren te kennen.
13.5 Verhuurder is niet aansprakelijk voor de schade, veroorzaakt aan de persoon en/of zaken van de huurder of diens huisgenoten door storm, vorst, blikseminslag, ernstige sneeuwval, overstromingen, stijging of daling van het grondwaterpeil, natuurrampen, atoomreacties, gewapende conflicten, burgeroorlogen, opstanden, onlusten, molest en andere calamiteiten.
13.6 Huurder is aansprakelijk voor schade aan het gehuurde, die is ontstaan door een hem toe te rekenen tekortschieten in de nakoming van een verplichting uit de huurovereenkomst. Alle schade, behalve brandschade, wordt vermoed daardoor te zijn ontstaan. Onder huurder wordt in dit lid mede verstaan: huisgenoten van de huurder en derden, die zich in het gehuurde bevinden.
13.7 Huurder is gehouden tot het afsluiten van - en tot het instandhouden van - een adequate inboedelverzekering op gebruikelijke voorwaarden. Voor schade die valt onder de reikwijdte en dekking van een door huurder afgesloten verzekering dient huurder zich eerst tot zijn verzekeraar te wenden.

Bescherming woonklimaat
14.1 Indien het gehuurde deel uitmaakt van een gebouw of complex van gebouwen, waartoe ruimten en terreinen behoren waarop huurder geen exclusieve gebruiksrechten heeft, zal hij zijnerzijds er toe bijdragen, dat deze ruimten en terreinen niet worden verontreinigd, er geen roerende zaken in, op of aan worden geplaatst en niet worden gebruikt voor andere doeleinden dan waartoe zij kennelijk, dan wel krachtens de huurovereenkomst of de aanwijzingen van verhuurder, zijn bestemd. Huurder zal met name niet het dak, de schakelruimten voor de lift, de brandladders, de ruimte voor de centrale verwarmingsinstallatie en de ruimte voor de hydrofoor betreden of doen betreden. Het is huurder evenmin toegestaan voertuigen, kinderwagens, fietsen of andere voorwerpen elders dan op of in de daarvoor bestemde gelegenheden te plaatsen of beddengoed, wasgoed e.d. aan de buitenzijde van het gebouw, anders dan binnen het balkon, te kloppen of uit te hangen.
14.2 Het is huurder zonder voorafgaande toestemming van verhuurder niet toegestaan:
a. op of aan het gehuurde reclame, in welke vorm dan ook, voor zich of voor derden aan te brengen of te doen aanbrengen;
b. een mechanische afzuigkap en andere apparatuur aan te sluiten of te doen aanbrengen op een ventilatiekanaal;
c. de in het gehuurde aanwezige rookkanalen in te richten of te gebruiken ten behoeve van een open haardvuur of een zogenaamde allesbrander, tenzij het om gebruik gaat ten behoeve van een open haard die van het gehuurde deel uitmaakt.

Het gestelde in de artikelen 4.1 tot en met 4.14 is van overeenkomstige toepassing.
14.3 Het is huurder niet toegestaan:
a. in of bij het gehuurde (huis)dieren te houden die overlast veroorzaken;
b. verbrandingsgassen op andere wijze dan via aanwezige rookkanalen af te voeren of daarvoor ontluchtingskanalen te gebruiken;
c. in het gehuurde, in de gemeenschappelijke ruimten en/of delen daarvan dan wel in de directe omgeving van het gehuurde hennep te (doen) kweken of te verhandelen en/of het gehuurde in te richten als hennepkwekerij, hennepdrogerij of hennepknipperij dan wel andere activiteiten te verrichten die op grond van de Opiumwet strafbaar zijn gesteld. Tevens is het huurder verboden hennep of soortgelijke gewassen in het gehuurde en/of gemeenschappelijke ruimten voorhanden te hebben, dan wel op te slaan of te houden voor een ander. Het is huurder evenmin toegestaan om in het gehuurde, in de gemeenschappelijke ruimten en/of delen daarvan dan wel in de directe omgeving van het gehuurde qat, soft drugs, hard drugs of andere verboden middelen te verhandelen, te produceren of in groepsverband te gebruiken, te laten gebruiken of aanwezig te hebben. Huurder erkent dat het handelen in strijd met de hiervoor genoemde verboden leidt tot schade aan het gehuurde, alsmede tot gevaarzetting en overlast (zoals vervuiling, vandalisme, aantrekken van criminaliteit e.d.) voor de omgeving. Het handelen in strijd met dit verbod is dermate ernstig dat dit ontbinding van de huurovereenkomst op de kortst mogelijke termijn rechtvaardigt. Huurder is gehouden tot afdracht van de winst aan verhuurder die hij (naar schatting) heeft genoten door het handelen in strijd met dit verbod, onverminderd verhuurders recht op (aanvullende) schadevergoeding.

14.4 Huurder zal bij het gebruik van het gebouw of complex van gebouwen waarvan het gehuurde deel uitmaakt geen hinder of overlast veroorzaken. Huurder zal er voor zorgdragen dat vanwege hem aanwezige derden of dieren dit evenmin doen.
14.5 De artikelen 14.1 tot en met 14.4 beogen onder meer het bevorderen van goed woonklimaat tussen de gebruikers van het gebouw of complex van gebouwen waarvan het gehuurde deel uitmaakt.
14.6 Huurder zal zich gedragen en het gehuurde gebruiken en onderhouden zoals het een goed huurder betaamt.

Milieu
15.1 Huurder zal de richtlijnen, voorschriften of aanwijzingen van de overheid of andere bevoegde instanties ten aanzien van het (gescheiden) aanbieden van afvalstoffen nauwgezet naleven. Bij de niet nakoming of niet volledige nakoming van deze verplichting is huurder aansprakelijk voor de daaruit voortvloeiende financiële, strafrechtelijke en mogelijk andere consequenties.
15.2 Het is huurder niet toegestaan:
a. in, op, aan of in de directe omgeving van het gehuurde milieugevaarlijke zaken te hebben, waaronder stankverspreidende, brandgevaarlijke of ontplofbare zaken;
b. het gehuurde zodanig te gebruiken dat door dit gebruik bodem- of andere milieuverontreiniging optreedt.

Huurprijswijziging
16. Indien het gehuurde zelfstandige woonruimte met een geliberaliseerde huurprijs betreft:
– vindt de jaarlijkse huurprijswijziging plaats op basis van de wijziging van het maandprijsindexcijfer volgens de consumentenprijsindex (CPI), reeks alle huishoudens (2015=100), gepubliceerd door het Centraal Bureau voor de Statistiek (CBS);
– wordt de gewijzigde huurprijs berekend volgens de formule: de gewijzigde huurprijs is gelijk aan de geldende huurprijs op wijzigingsdatum, vermenigvuldigd met het indexcijfer van de vierde kalendermaand die ligt voor de kalendermaand waarin de huurprijs wordt aangepast, gedeeld door het indexcijfer van de zestiende kalendermaand die ligt voor de kalendermaand waarin de huurprijs wordt aangepast;
– zal de huurprijs niet gewijzigd worden indien de aanpassing leidt tot een lagere huurprijs dan de laatstgeldende, doch

in dat geval blijft die laatstgeldende huurprijs ongewijzigd, totdat bij een volgende indexering het indexcijfer van de kalendermaand, die ligt vier kalendermaanden vóór de kalendermaand waarin de huurprijs wordt aangepast, hóger is dan het indexcijfer op basis waarvan de huurprijs voor het laatst is gewijzigd;
– zal een zoveel mogelijk vergelijkbaar indexcijfer worden gehanteerd, indien het CBS de bekendmaking van bedoeld prijsindexcijfer staakt of de basis van de berekening daarvan wijzigt, en kan bij verschil van mening hieromtrent door meest gerede partij aan de directeur van het CBS een uitspraak worden gevraagd die voor partijen bindend is. De eventueel hieraan verbonden kosten worden door partijen elk voor de helft gedragen;
– geldt de gewijzigde huurprijs ook indien van de wijziging aan huurder geen afzonderlijke mededeling wordt gedaan.

Kosten voor nutsvoorzieningen met een individuele meter en servicekosten
17.1 Bovenop de huurprijs zijn voor rekening van huurder de kosten van levering, transport, de meting en het verbruik van gas, water en elektriciteit ten behoeve van het gehuurde, waaronder begrepen de kosten van het aangaan van de betreffende overeenkomsten en de meterhuur, alsmede eventuele andere kosten en boetes die door de nutsbedrijven in rekening worden gebracht.
17.2 Huurder dient zelf voor eigen rekening en risico de overeenkomsten tot levering met de betrokken instanties af te sluiten, tenzij het gehuurde geen afzonderlijke aansluitingen heeft en/of partijen zijn overeengekomen dat verhuurder zorgdraagt voor de levering van gas, water en elektriciteit.
17.3 Indien partijen zijn overeengekomen dat verhuurder zal zorgdragen voor de levering van gas, water en elektriciteit ten behoeve van het gehuurde en zich in het woonruimtegedeelte van het gehuurde een individuele meter bevindt, stelt verhuurder de daarvoor door huurder verschuldigde vergoeding vast op basis van de feitelijke kosten op basis van de meterstanden. Indien op de levering van warmte in de zin van artikel 1 sub g van de Warmtewet, de Warmtewet van toepassing is, geldt dat die vergoeding nooit meer mag bedragen dan de maximumprijs in de zin van die wet. In dat geval verplicht huurder zich op eerste verzoek over te gaan tot ondertekening van een leveringsovereenkomst met verhuurder als bedoeld in die wet. Indien zich in het woonruimtegedeelte van het gehuurde geen individuele meter bevindt, stelt verhuurder de door huurder verschuldigde vergoeding vast.
17.4 Bovenop de huurprijs zijn voor rekening van huurder de kosten verbonden aan het leveren van internet, beeld, geluid- en andere signalen, waaronder begrepen de kosten van het aangaan van de betreffende overeenkomsten, alsmede eventuele andere kosten en boetes die door de leveranciers van deze diensten in rekening worden gebracht.
17.5 Huurder dient zelf voor eigen rekening en risico de overeenkomsten tot levering met de in artikel 17.4 bedoelde betrokken bedrijven af te sluiten, tenzij partijen zijn overeengekomen dat verhuurder zorgdraagt voor de levering van internet, beeld, geluid- en andere signalen. In dat laatste geval stelt verhuurder de daarvoor door huurder verschuldigde vergoeding vast.
17.6 Indien partijen zijn overeengekomen dat verhuurder (ook) zal zorgdragen voor de levering van (andere) zaken en diensten die verband houden met de bewoning van het gehuurde, stelt verhuurder de daarvoor door huurder verschuldigde vergoeding tevens vast.
17.7 Voor zover het gehuurde deel uitmaakt van een gebouw of complex van gebouwen en de levering van zaken en diensten die verband houden met de bewoning van het gehuurde mede betrekking heeft op andere daartoe behorende gedeelten, stelt verhuurder het redelijkerwijs voor rekening van huurder komende aandeel in de kosten van die levering van zaken en diensten vast. Verhuurder hoeft daarbij geen rekening te houden met de omstandigheid dat de huurder van een of meer van deze levering van zaken en diensten geen gebruik maakt. Als een of meer gedeelten van het complex van gebouwen niet in gebruik zijn, draagt verhuurder er bij de bepaling van huurders aandeel zorg voor dat dit niet hoger wordt dan wanneer het gebouw of complex van gebouwen volledig in gebruik zou zijn.
17.8 Verhuurder verstrekt huurder elk jaar een overzicht waaruit huurder zijn aandeel in die kosten zelfstandig kan vaststellen. De wettelijke verjaringstermijn vangt aan na afloop van het jaar waarop de kosten betrekking hebben.
17.9 Na het einde van de huur wordt, over de periode waarop dit nog niet was geschied, opnieuw een overzicht opgesteld. Verstrekking van dit overzicht vindt plaats na verloop van maximaal 6 maanden na afloop van het jaar waarop de kosten betrekking hebben.
17.10 Wat blijkens het overzicht over de betreffende periode, rekening houdend met voorschotbetalingen, door huurder te weinig is betaald of door verhuurder te veel is ontvangen, wordt binnen drie maanden na verstrekking van het overzicht bijbetaald of terugbetaald. Betwisting van de juistheid van het overzicht heeft geen schorsing van deze verplichting tot betaling tot gevolg.
17.11 Verhuurder biedt huurder desgewenst, gedurende een maand na verstrekking van het overzicht, de gelegenheid tot inzage van de aan het overzicht ten grondslag liggende boeken en andere zakelijke bescheiden of van afschriften daarvan.
17.12 Verhuurder heeft het recht de levering van elektriciteit, gas en water voor het verbruik in het woonruimtegedeelte van het gehuurde op basis van een zich in dat gedeelte bevindende individuele meter en de levering van de overige zaken en diensten die verband houden met de bewoning van het gehuurde, na overleg met huurder, naar soort en omvang te wijzigen.
17.13 Verhuurder heeft het recht het door huurder verschuldigde voorschot op de vergoeding in verband met de levering van elektriciteit, gas en water voor het verbruik in het woonruimtegedeelte van het gehuurde op basis van een zich in dat gedeelte bevindende individuele meter en de vergoeding voor de overige zaken en diensten die geleverd worden in verband met de bewoning van het gehuurde tussentijds aan te passen aan de door hem verwachte kosten, onder meer in een geval als bedoeld in artikel 17.12 en voorts in de in artikel 7:261 lid 1 BW bedoelde gevallen.
17.14 Huurder is gebonden aan een inkrimping of uitbreiding van de door verhuurder te verzorgen levering van elektriciteit, gas en water voor het verbruik in het woonruimtegedeelte van het gehuurde op basis van een zich in dat gedeelte bevindende individuele meter en de levering van de overige zaken en diensten die verband houden met de bewoning van het gehuurde en het daarbij behorende gewijzigde voorschotbedrag, indien die wijziging betrekking heeft op een levering die slechts aan een aantal huurders gezamenlijk geleverd kunnen worden en tenminste 70% van die huurders daarmee

heeft ingestemd. Een huurder die niet met de wijziging heeft ingestemd, kan binnen acht weken na de schriftelijke kennisgeving van de verhuurder dat overeenstemming is bereikt met tenminste 70% van de huurders, een beslissing van de rechter vorderen omtrent de redelijkheid van het voorstel.
17.15 Wordt het verbruik van gas, elektriciteit, warmte of (warm) water bepaald aan de hand van verbruiksmeters en ontstaat wegens niet of onjuist functioneren van deze meters een geschil over huurders aandeel in de kosten van verbruik, dan wordt dit aandeel vastgesteld door een door verhuurder geraadpleegd bedrijf dat in het meten en vaststellen van afgenomen gas, elektriciteit, warmte en/of (warm) water is gespecialiseerd. Dit geldt eveneens bij beschadiging, vernietiging of fraude met betrekking tot de meters, onverminderd alle andere rechten die verhuurder in dat geval tegenover huurder heeft, zoals het recht op herstel of vernieuwing van de meters en vergoeding van geleden schade.

Beëindiging door opzegging
18.1 Beëindiging van de huurovereenkomst door opzegging dient te geschieden per deurwaardersexploot of aangetekende brief en tegen een voor huurbetaling overeengekomen dag (doorgaans de eerste dag van een kalendermaand) en met inachtneming van een opzegtermijn. De opzegtermijn is voor een opzegging door huurder gelijk aan de duur van een betaalperiode, maar niet korter dan één maand en niet langer dan drie maanden en voor een opzegging door verhuurder niet korter dan drie maanden en met inachtneming van artikel 7:271 lid 5 BW.
18.2 Een huurovereenkomst aangegaan voor een bepaalde termijn, die korter is dan of gelijk aan twee jaren (in het geval van zelfstandige woonruimte), respectievelijk vijf jaren (in het geval van onzelfstandige woonruimte), eindigt niet door opzegging maar door mededeling, die dient te geschieden per aangetekende brief, inhoudende dat de huurovereenkomst eindigt op de in de huurovereenkomst genoemde bepaalde termijn. Deze mededeling dient door verhuurder te zijn gedaan niet later dan één maand voor het verstrijken van de in de huurovereenkomst bepaalde termijn en niet eerder dan drie maanden voor het verstrijken van die termijn.

Einde huurovereenkomst of gebruik
19.1 Tenzij schriftelijk anders is overeengekomen, zal huurder het gehuurde bij het einde van de huurovereenkomst of bij het einde van het gebruik van het gehuurde, aan verhuurder opleveren in de staat die bij aanvang van de huur in het proces-verbaal van oplevering is beschreven, waarbij rekening moet worden gehouden met latere door verhuurder verrichte werkzaamheden en de normale slijtage en veroudering.
19.2 Mocht er bij aanvang van de huur geen proces-verbaal van oplevering zijn opgemaakt, wordt huurder, behoudens tegenbewijs, verondersteld het gehuurde in de staat te hebben ontvangen zoals deze is bij het einde van de huurovereenkomst.
19.3 Huurder dient het gehuurde aan het einde van de huurovereenkomst of het einde van het gebruik van het gehuurde leeg en ontruimd, vrij van gebruik en gebruiksrechten, behoorlijk schoongemaakt en onder afgifte van alle sleutels, keycards e.d. aan verhuurder op te leveren.
19.4 Huurder is verplicht alle zaken die door hem in, aan of op het gehuurde zijn aangebracht of door hem van de voorgaande huurder of gebruiker zijn overgenomen op eigen kosten te verwijderen, tenzij verhuurder op enig moment schriftelijk anderszins aangeeft of heeft aangegeven. Bovendien zal huurder de door de verwijdering van zaken toegebrachte schade aan het gehuurde herstellen, de niet behangen wanden en plafonds in de kleur wit opleveren en indien tot het gehuurde een tuin behoort, de grond onvervuild en behoorlijk (zonder kuilen of gaten) achterlaten. Voor niet verwijderde zaken die zonder toestemming van verhuurder zijn aangebracht, is verhuurder geen vergoeding verschuldigd, tenzij schriftelijk anders overeengekomen.
19.5 Huurder verliest het bezit van zaken waarvan hij wordt geacht afstand te hebben gedaan door deze in het gehuurde achter te laten bij het daadwerkelijk verlaten van het gehuurde. Deze zaken kunnen door verhuurder, naar verhuurders inzicht, zonder enige aansprakelijkheid zijnerzijds, op kosten van huurder worden verwijderd zonder dat op verhuurder een bewaarplicht rust. Verhuurder is vrij om over deze zaken te beschikken. Hij heeft het recht om zich deze zaken toe te eigenen, dan wel voor risico van huurder te verwijderen, geheel naar eigen goeddunken. Ook kan verhuurder ervoor kiezen de betreffende zaken te laten afvoeren om ze onmiddellijk te laten vernietigen of om ze tijdelijk op te laten slaan. Als verhuurder de betreffende zaken heeft laten vervoeren en doen opslaan kan huurder die zaken slechts van verhuurder terugkrijgen gedurende de tijd dat deze zijn opgeslagen tegen betaling ineens van al hetgeen verhuurder van huurder te vorderen heeft. Verhuurder is niet aansprakelijk voor schade aan de betreffende zaken ontstaan tijdens het verwijderen, het vervoer of de opslag.
19.6 Het in artikel 19.5 bepaalde is niet van toepassing op roerende zaken die huurder heeft overgedragen aan de opvolgende huurder, mits de opvolgende huurder deze overdracht schriftelijk aan verhuurder heeft kenbaar gemaakt.
19.7 Tijdig voor het einde van de huurovereenkomst of het gebruik dient het gehuurde door partijen gezamenlijk te worden geïnspecteerd. Van deze inspectie wordt door partijen een rapport opgemaakt, waarin de bevindingen ten aanzien van de staat van het gehuurde zijn vastgelegd. Tevens wordt in dit rapport vastgelegd welke werkzaamheden ter zake van de bij de inspectie noodzakelijk gebleken reparaties en ten laste van huurder komend achterstallig onderhoud nog voor rekening van huurder dienen te worden uitgevoerd alsmede de wijze waarop dit zal geschieden.
19.8 Indien huurder of verhuurder, na daartoe deugdelijk in de gelegenheid te zijn gesteld door middel van een aangetekende brief, niet binnen redelijke termijn meewerkt aan de inspectie en/of de vastlegging van de bevindingen en afspraken in het rapport, is de partij die op vastlegging aandringt bevoegd de inspectie buiten aanwezigheid van de nalatige partij uit te voeren en het rapport bindend voor partijen vast te stellen. De partij die op vastlegging aandringt zal onverwijld een exemplaar van dit rapport aan de nalatige partij ter hand stellen.
19.9 Huurder is gehouden de door hem op basis van het rapport uit te voeren werkzaamheden binnen de in het rapport vastgelegde – of anders tussen partijen overeengekomen – termijn op een deugdelijke wijze uit te voeren c.q. te doen uitvoeren. Indien huurder geheel of gedeeltelijk nalatig blijft in de nakoming van zijn uit het rapport voortvloeiende verplichtingen, is huurder gerechtigd zelf deze werkzaamheden te laten uitvoeren en de daaraan verbonden kosten

huurder te verhalen, zonder dat huurder daarvoor door of namens verhuurder in gebreke behoeft te worden gesteld, en onverminderd de aanspraak van verhuurder op vergoeding van de verdere schade en kosten.
19.10 Over de tijd die met de uitvoering van de werkzaamheden is gemoeid, gerekend vanaf de datum van het einde van de huurovereenkomst, is huurder aan verhuurder een bedrag verschuldigd, gelijk aan de laatst geldende huurprijs, de vergoeding in verband met de levering van elektriciteit, gas en water voor het verbruik in het woonruimtegedeelte van het gehuurde op basis van een zich in dat gedeelte bevindende individuele meter en de vergoeding voor de overige zaken en diensten die geleverd worden in verband met de bewoning van het gehuurde, onverminderd verhuurders aanspraak op vergoeding van verdere schade en kosten. Huurder kan aan deze bepaling geen rechten ontlenen.

Betalingen
20.1 De betaling van de huurprijs en van al hetgeen verder krachtens deze huurovereenkomst is verschuldigd, zal uiterlijk op de vervaldata in Nederlands wettig betaalmiddel - zonder enige opschorting, korting, aftrek of verrekening met een vordering welke huurder op verhuurder heeft of meent te hebben, behoudens in het geval als gesteld in artikel 7:206 lid 3 BW - geschieden door storting dan wel overschrijving op een door verhuurder op te geven rekening.
20.2 Het staat verhuurder vrij door middel van schriftelijke opgave aan huurder wijziging aan te brengen in de plaats of wijze van betaling. Verhuurder is gerechtigd te bepalen op welke openstaande vordering uit de huurovereenkomst een door hem van huurder ontvangen betaling in mindering komt, tenzij huurder bij de betaling uitdrukkelijk anders aangeeft. In het laatste geval is het gestelde in artikel 6:50 BW niet van toepassing.

Waarborgsom
21.1 Als waarborg voor de juiste nakoming van zijn verplichtingen uit de huurovereenkomst zal huurder bij ondertekening van de huurovereenkomst een waarborgsom, ter grootte van het in artikel 10 van de huurovereenkomst genoemde bedrag, storten op een door verhuurder opgegeven bankrekening.
21.2 Als de waarborgsom is aangesproken, is huurder verplicht om op eerste verzoek van verhuurder de waarborgsom aan te vullen met het bedrag waarvoor de waarborgsom werd aangesproken.
21.3 Indien en voor zover de waarborgsom niet rechtsgeldig aangesproken is door verhuurder dient verhuurder na beëindiging van de huurovereenkomst de waarborgsom terug te storten op een door huurder op te geven rekeningnummer.

Hoofdelijkheid, medehuur, curatele en bewind
22.1 Indien meerdere personen zich als huurder hebben verbonden, zijn deze steeds hoofdelijk en ieder voor het geheel jegens verhuurder aansprakelijk voor alle uit de huurovereenkomst voortvloeiende verbintenissen. Uitstel van betaling of kwijtschelding door verhuurder aan één der huurders of een aanbod daartoe, betreft alleen die huurder.
22.2 De verbintenissen uit de huurovereenkomst zijn, ook wat erfgenamen en andere rechtverkrijgenden van huurder betreft, hoofdelijk.
22.3 Iemand die samen met een of meer anderen de huurovereenkomst met verhuurder is aangegaan en heeft ondertekend, zonder dat er sprake is van wettelijk medehuurderschap, verliest zijn huurderschap niet door het gehuurde definitief te verlaten. Ook dan blijft hij hoofdelijk aansprakelijk voor de verplichtingen uit de huurovereenkomst. Een contractuele medehuurder (samenhuurder) kan slechts samen met de andere huurder(s) de huurovereenkomst door opzegging beëindigen.
22.4 Bij het aangaan van de huurovereenkomst dient huurder aan verhuurder te melden of hij gehuwd is danwel een geregistreerd partnerschap is aangegaan. Huurder zal de persoonsgegevens van zijn partner aan verhuurder opgeven. Indien huurder na het aangaan van de huurovereenkomst huwt, dan wel een geregistreerd partnerschap aangaat, zal hij dit terstond schriftelijk aan verhuurder melden onder opgave van de persoonsgegevens van de partner.
22.5 Bij het aangaan van de huurovereenkomst dient huurder aan verhuurder te melden of hij onder curatele danwel of hij onder bewind is gesteld. Huurder zal de persoonsgegevens van de curator danwel de bewindvoerder aan verhuurder opgeven. Indien huurder na het aangaan van de huurovereenkomst onder curatele danwel onder bewind wordt gesteld, zal hij dit terstond schriftelijk aan verhuurder melden onder opgave van de persoonsgegevens van de curator danwel de bewindvoerder.

Niet tijdige beschikbaarheid
23.1 Verhuurder is gehouden om het gehuurde op de ingangsdatum als bedoeld in artikel 3.1 van de huurovereenkomst van de huur aan huurder ter beschikking te stellen.
23.2 Bij het niet beschikbaar zijn van het gehuurde op de beoogde ingangsdatum, doordat het gehuurde niet tijdig gereed is gekomen, doordat de vorige huurder in strijd met gemaakte afspraken het gehuurde niet tijdig heeft ontruimd of doordat verhuurder de door hem te verzorgen vergunningen van overheidswege nog niet heeft verkregen, is huurder tot de datum waarop het gehuurde hem ter beschikking staat geen huurprijs, geen vergoeding in verband met de levering van elektriciteit, gas en water voor het verbruik in het woonruimtegedeelte van het gehuurde op basis van een zich in dat gedeelte bevindende individuele meter en geen vergoeding voor de overige zaken en diensten die geleverd worden in verband met de bewoning van het gehuurde verschuldigd en schuiven ook zijn overige verplichtingen en de overeengekomen termijnen dienovereenkomstig op.
23.3 Verhuurder is niet aansprakelijk voor de uit de vertraging voortvloeiende schade voor huurder, tenzij hem ter zake een toerekenbare tekortkoming kan worden verweten. Onder een toerekenbare tekortkoming wordt mede verstaan de situatie dat verhuurder zich niet inspant om het gehuurde zo spoedig mogelijk alsnog aan huurder ter beschikking te stellen.
23.4 Indien verhuurder het gehuurde niet binnen tien werkdagen na de beoogde ingangsdatum ter beschikking kan stellen, is huurder gerechtigd om de huurovereenkomst buitengerechtelijk te ontbinden door middel van een aangetekende brief.

Appartementsrechten
24.1 Indien het gebouw of complex van gebouwen waarvan het gehuurde deel uitmaakt, is of wordt gesplitst in appartementsrechten, zal huurder de uit de splitsingsakte, statuten of reglementen voortvloeiende voorschriften omtrent het gebruik in acht nemen. Hetzelfde geldt als het gebouw of complex van gebouwen eigendom is of wordt van een coöperatie.
24.2 Verhuurder zal, voor zover dat in zijn vermogen ligt, niet meewerken aan het tot stand komen van voorschriften die in strijd zijn met de huurovereenkomst.
24.3 Verhuurder zorgt ervoor dat huurder in het bezit wordt gesteld van de in artikel 24.1 bedoelde voorschriften omtrent het gebruik.

Kosten, verzuim
25.1 Huurder is in verzuim door het enkele verloop van een bepaalde termijn.
25.2 In alle gevallen waarin (ver)huurder een sommatie, een ingebrekestelling of een exploot aan (ver)huurder doet uitbrengen, of in geval van procedures tegen (ver)huurder om deze tot nakoming van de huurovereenkomst of huurder tot ontruiming te dwingen, is (ver)huurder verplicht alle daarvoor gemaakte kosten, zowel in als buiten rechte – met uitzondering van de ingevolge een definitieve rechterlijke beslissing door (ver)huurder te betalen proceskosten – aan (ver)huurder te voldoen, voor zover op de vergoeding van die kosten de Wet normering buitengerechtelijke incassokosten en het Besluit incassokosten niet van toepassing is.

Persoonsgegevens
26.1 Persoonsgegevens van huurder en indien van toepassing diens echtgenoot/echtgenote/geregistreerd partner en/of andere gezinsleden en/of curator/bewindvoerder worden door verhuurder en/of de (eventuele) beheerder en/of hun groepsvennootschappen verwerkt voor de navolgende doeleinden: het uitvoeren van de huurovereenkomst, het (plannen van) onderhoud, het doen van bezichtigingen en overnames, het doen van betalingen en het innen van vorderingen waaronder het in handen stellen van derden daarvan, het behandelen van geschillen, vragen, of onderzoeken, waaronder juridische procedures, het doen uitoefenen van controle, aanvragen en verstrekken van huurtoeslag, activiteiten van intern beheer, alsmede de uitvoering of toepassing van een wet. Voor deze doeleinden worden de persoonsgegevens door verhuurder en/of beheerder indien nodig verstrekt aan derden zoals de bank ten behoeve van betalingsdoeleinden, onderhoudsbedrijven die planmatig of naar aanleiding van een klacht onderhoud plegen (en waaraan naam en contactgegevens zoals telefoonnummer, emailadres en informatie over de klacht kan worden doorgegeven), kandidaat-huurders voor bezichtigingen en overnames (deze kunnen naam, telefoonnummer en emailadres ontvangen om een afspraak in te plannen), incassobureaus, deurwaarders, advocaten en gerechtelijke instanties in het kader van een betalingsachterstand of geschil, de belastingdienst en andere bevoegde autoriteiten, alsmede dienstverleners zoals IT-leveranciers, accountants en auditors en advocaten.
26.2 Betrokkenen hebben het recht de verhuurder en/of beheerder te verzoeken inzage te verlenen in hun betreffende persoonsgegevens en/of hen te verzoeken deze te verbeteren, aan te vullen, te verwijderen of af te schermen. Huurder zal - indien die er zijn - diens echtgenoot/echtgenote/geregistreerd partner en/of curator/bewindvoerder over de inhoud van dit artikel informeren.

Domicilie
27.1 Vanaf de ingangsdatum van de huur worden alle mededelingen van verhuurder aan huurder in verband met de uitvoering van de huurovereenkomst gericht aan het adres van het gehuurde.
27.2 Huurder verplicht zich in geval huurder het gehuurde niet meer gebruikt, verhuurder daarvan terstond schriftelijk in kennis te stellen onder opgave van een nieuw domicilie.
27.3 Voor het geval huurder het gehuurde verlaat zonder opgave van een nieuw domicilie aan verhuurder, geldt het adres van het gehuurde als domicilie van huurder.

Verzoeken
28. Behoudens in een geval dat deze door verhuurder op eigen initiatief wordt gegeven, kan huurder slechts een beroep doen op toestemming, goedkeuring, een verklaring of een mededeling van de zijde van verhuurder, indien huurder een verzoek daartoe schriftelijk heeft gedaan en verhuurder van zijn positieve reactie daarop schriftelijk heeft laten blijken. Aan de toestemming, goedkeuring of verklaring van verhuurder kunnen voorwaarden zijn verbonden.

Klachten
29. Huurder zal klachten en wensen schriftelijk indienen. In dringende gevallen zal dit mondeling kunnen gebeuren, waarna huurder de klacht zo spoedig mogelijk schriftelijk zal bevestigen.

Gevolgen van nietigheid of vernietigbaarheid
30. Indien een deel van de huurovereenkomst of van de algemene bepalingen nietig of vernietigbaar is, dan laat dit de geldigheid van de overige bepalingen onverlet. In plaats van het vernietigde of nietige deel geldt alsdan als overeengekomen hetgeen op wettelijk toelaatbare wijze het dichtst komt bij hetgeen partijen overeengekomen zouden kunnen zijn, indien zij de nietigheid of de vernietigbaarheid gekend zouden hebben.

APPENDIX 2: EXAMPLE LEASE; ROZ 2017

HUUROVEREENKOMST WOONRUIMTE

Model door de Raad voor Onroerende Zaken (ROZ) op 20 maart 2017 vastgesteld.
Verwijzing naar dit model en het gebruik daarvan zijn uitsluitend toegestaan indien de ingevulde, de toegevoegde of de afwijkende tekst duidelijk als zodanig herkenbaar is. Toevoegingen en afwijkingen dienen bij voorkeur te worden opgenomen onder het hoofd 'bijzondere bepalingen'. Iedere aansprakelijkheid voor nadelige gevolgen van het gebruik van de tekst van het model wordt door de ROZ uitgesloten.

ONDERGETEKENDEN:

·
· gevestigd/wonende te

, hierna te noemen 'verhuurder',

EN

·
· geboren:
· beroep:
· wonende te
- [**echtgenoot/echtgenote/geregistreerd partner***] van:
- [**curator/bewindvoerder***]:

(indien van toepassing, zowel ieder afzonderlijk als gezamenlijk), hierna te noemen 'huurder'.

NEMEN HET VOLGENDE IN AANMERKING:

[**optie 1**:]
Onbepaalde tijd
- partijen kiezen nadrukkelijk niet voor de mogelijkheid van een kortdurende huurovereenkomst, maar voor een langdurige(re) en bestendige(re) huurrelatie;
- partijen kiezen nadrukkelijk om geen gebruik te maken van het huurregime van twee (2) jaar (zelfstandige woonruimte) of vijf (5) jaar (onzelfstandige woonruimte) of korter ex artikel 7:271 lid 1 Burgerlijk Wetboek;
- aan huurder komt huurbescherming toe vanaf aanvang huurovereenkomst;

[**optie 2:**]
Onbepaalde tijd met een minimum duur van twaalf (12) maanden
- partijen kiezen, mede met het oog op de investeringen die zij in het kader van deze huurovereenkomst doen, nadrukkelijk niet voor de mogelijkheid van een kortdurende huurovereenkomst, maar voor een langdurige(re) en bestendige(re) huurrelatie welke minimaal twaalf (12) maanden zal duren;
- partijen kiezen nadrukkelijk om geen gebruik te maken van het huurregime van twee (2) jaar (zelfstandige woonruimte) of vijf (5) jaar (onzelfstandige woonruimte) of korter ex artikel 7:271 lid 1 Burgerlijk Wetboek;
- deze huurovereenkomst kan gedurende de minimumtermijn van twaalf (12) maanden niet tussentijds door partijen worden opgezegd omdat deze huurovereenkomst niet valt onder het huurregime van twee (2) jaar (zelfstandige woonruimte) of vijf (5) jaar (onzelfstandige woonruimte) of korter ex artikel 7:271 lid 1 Burgerlijk Wetboek;
- aan huurder komt huurbescherming toe vanaf aanvang huurovereenkomst.

[**optie 3:**]
Bepaalde tijd voor maximaal twee (2) jaar (zelfstandig)/ vijf (5) jaar (onzelfstandig) of korter
- partijen kiezen voor de mogelijkheid van een kortdurende huurovereenkomst **[met een looptijd van twee (2) jaar of korter ex artikel 7:271 lid 1 Burgerlijk Wetboek aangezien sprake is van zelfstandige woonruimte/met een looptijd van vijf (5) jaar of korter ex artikel 7:271 lid 1 Burgerlijk Wetboek aangezien sprake is van onzelfstandige woonruimte*]**;
- indien de huurovereenkomst na afloop van de bepaalde tijd wordt voortgezet, komt huurder huurbescherming toe;

[**optie 4:**]
Bepaalde tijd langer dan twee (2) jaar (zelfstandig)/ vijf (5) jaar (onzelfstandig)
- partijen kiezen nadrukkelijk niet voor de mogelijkheid van een kortdurende huurovereenkomst maar voor een langdurige(re) en bestendige(re) huurrelatie welke langer dan twee (2) jaar (zelfstandige woonruimte) of vijf (5) jaar (onzelfstandige woonruimte) zal duren;

- deze huurovereenkomst kan gedurende de in artikel 3.1 genoemde termijn niet tussentijds door partijen worden opgezegd;
- aan huurder komt huurbescherming toe vanaf aanvang huurovereenkomst.

ZIJN OVEREENGEKOMEN:

Het gehuurde, bestemming
- **1.1** Verhuurder verhuurt aan huurder en huurder huurt van verhuurder de [**zelfstandige/onzelfstandige***] woonruimte, hierna 'het gehuurde' genoemd, plaatselijk bekend …… te …….

De staat van het gehuurde op de opleveringsdatum is beschreven in het als bijlage aangehechte en door partijen geparafeerde proces-verbaal van oplevering. Het gehuurde is nader aangeduid op de als bijlage bij deze huurovereenkomst gevoegde en door partijen geparafeerde plattegrond/tekening*.
1.2 Het gehuurde is uitsluitend bestemd om te worden gebruikt als woonruimte.
[**optie:**]
Meer specifiek is het gehuurde uitsluitend bestemd om te worden gebruikt als woonruimte voor:
[- **een gehandicapte in de zin van artikel 7:274a lid 2 BW**
- een oudere in de zin van artikel 7:274b BW
- een jongere in de zin van artikel 7:274c lid 2 BW
- een student in de zin van artikel 7:274d lid 2 BW
- een promovendus in de zin van artikel 7:274e lid 2 BW
- een groot gezin in de zin van artikel 7:274f lid 2 BW*]

Na beëindiging van de huurovereenkomst wordt het gehuurde opnieuw aan:
[- **een gehandicapte in de zin van artikel 7:274a lid 2 BW**
- een oudere in de zin van artikel 7:274b BW
- een jongere in de zin van artikel 7:274c lid 2 BW
- een student in de zin van artikel 7:274d lid 2 BW
- een promovendus in de zin van artikel 7:274e lid 2 BW
- een groot gezin in de zin van artikel 7:274f lid 2 BW*] verhuurd.
1.3 Het is huurder niet toegestaan zonder voorafgaande schriftelijke toestemming van verhuurder een andere bestemming aan het gehuurde te geven dan omschreven in artikel 1.2.
1.4 Huurder heeft bij het aangaan van de huurovereenkomst [**wel/niet***] een kopie van het energielabel als bedoeld in het Besluit energieprestatie gebouwen en/of een kopie van de Energie-Index ten aanzien van het gehuurde ontvangen.

Voorwaarden
2.1 Deze huurovereenkomst verplicht partijen tot naleving van de bepalingen van de wet met betrekking tot verhuur en huur van woonruimte voor zover daarvan in deze huurovereenkomst niet wordt afgeweken. Van deze huurovereenkomst maken deel uit de 'ALGEMENE BEPALINGEN HUUROVEREENKOMST WOONRUIMTE', vastgesteld op 20 maart 2017 en gedeponeerd op 12 april 2017 bij de griffie van de rechtbank te Den Haag en aldaar ingeschreven onder nummer 2017.21, hierna te noemen 'algemene bepalingen'. Deze algemene bepalingen zijn partijen bekend. Huurder heeft hiervan een exemplaar ontvangen. De algemene bepalingen zijn van toepassing behoudens voor zover daarvan in deze huurovereenkomst uitdrukkelijk is afgeweken of toepassing ervan ten aanzien van het gehuurde niet mogelijk is.

Duur, verlenging en opzegging
[**optie 1**:]
Onbepaalde tijd
- **3.1** Deze huurovereenkomst is aangegaan voor onbepaalde tijd, ingaande op ……

3.2 Verhuurder zal het gehuurde op de ingangsdatum van de huur aan huurder ter beschikking stellen, mits huurder heeft voldaan aan alle op dat moment bestaande verplichtingen jegens verhuurder. Indien de ingangsdatum niet op een werkdag valt, zal het gehuurde op de eerstvolgende werkdag ter beschikking worden gesteld.
3.3 Beëindiging van de huurovereenkomst door opzegging dient te geschieden overeenkomstig artikel 18.1 van de algemene bepalingen.

[optie 2:]
Onbepaalde tijd met een minimum duur van twaalf (12) maanden
- **3.1** Deze huurovereenkomst is aangegaan voor onbepaalde tijd met een minimale duur van twaalf (12) maanden, ingaande op …….

3.2 Verhuurder zal het gehuurde op de ingangsdatum van de huur aan huurder ter beschikking stellen, mits huurder heeft voldaan aan alle op dat moment bestaande verplichtingen jegens verhuurder. Indien de

*) doorhalen wat niet van toepassing is en eventueel aanvullen.

paraaf Verhuurder paraaf Huurder

ingangsdatum niet op een werkdag valt, zal het gehuurde op de eerstvolgende werkdag ter beschikking worden gesteld.
3.3 Tijdens de in artikel 3.1 genoemde periode van twaalf (12) maanden kunnen partijen deze huurovereenkomst niet tussentijds door opzegging beëindigen.
3.4 Indien de in artikel 3.1 genoemde twaalf (12) maanden verstrijken, loopt de huurovereenkomst, behoudens opzegging, voor onbepaalde tijd door.
3.5 Beëindiging van de huurovereenkomst door opzegging dient te geschieden overeenkomstig artikel 18.1 van de algemene bepalingen.

[optie 3:]
Bepaalde tijd voor maximaal twee (2) jaar (zelfstandig)/ vijf (5) jaar (onzelfstandig) of korter

- **3.1** Deze huurovereenkomst is aangegaan voor een duur van maximaal twee (2) jaar of korter (zelfstandige woonruimte)/ maximaal vijf (5) jaar of korter (onzelfstandige woonruimte), te weten ……[**maanden/jaar***], ingaande op …….. en lopende tot en met …… .

3.2 Verhuurder zal het gehuurde op de ingangsdatum van de huur aan huurder ter beschikking stellen, mits huurder heeft voldaan aan alle op dat moment bestaande verplichtingen jegens verhuurder. Indien de ingangsdatum niet op een werkdag valt, zal het gehuurde op de eerstvolgende werkdag ter beschikking worden gesteld.
3.3 Tijdens de in artikel 3.1 genoemde periode kan verhuurder deze huurovereenkomst niet tussentijds door opzegging beëindigen.
3.4 De huurovereenkomst eindigt na ommekomst van de in de in artikel 3.1 genoemde periode, indien de in artikel 3.1 genoemde bepaalde termijn korter is dan of gelijk aan [**twee (2) jaren in het geval van zelfstandige woonruimte/vijf (5) jaren in het geval van onzelfstandige woonruimte***] en de verhuurder de huurder tijdig, overeenkomstig artikel 18.2 van de algemene bepalingen, informeert over de dag waarop de huurovereenkomst eindigt. Indien de verhuurder de huurder niet of niet tijdig informeert en de in artikel 3.1 genoemde periode verstrijkt, loopt de huurovereenkomst voor onbepaalde tijd door. Beëindiging van de huurovereenkomst door opzegging dient in dat geval te geschieden overeenkomstig artikel 18.1 van de algemene bepalingen.

[**optie 4:**]
Bepaalde tijd langer dan twee (2) jaar (zelfstandig)/ vijf (5) jaar (onzelfstandig)

- **3.1** Deze huurovereenkomst is aangegaan voor een duur van langer dan twee (2) jaar (zelfstandige woonruimte)/langer dan vijf (5) jaar (onzelfstandige woonruimte), te weten …….. [**maanden/jaar***], ingaande op …… en lopende tot en met ……

3.2 Verhuurder zal het gehuurde op de ingangsdatum van de huur aan huurder ter beschikking stellen, mits huurder heeft voldaan aan alle op dat moment bestaande verplichtingen jegens verhuurder. Indien de ingangsdatum niet op een werkdag valt, zal het gehuurde op de eerstvolgende werkdag ter beschikking worden gesteld.
3.3 Tijdens de in artikel 3.1 genoemde periode kunnen partijen deze huurovereenkomst niet tussentijds door opzegging beëindigen.
3.4 Indien in artikel 3.1 een bepaalde tijd is opgenomen en deze periode verstrijkt zonder opzegging, loopt de huurovereenkomst voor onbepaalde tijd door.
3.5 Beëindiging van de huurovereenkomst door opzegging dient te geschieden overeenkomstig artikel 18.1 van de algemene bepalingen.

Betalingsverplichting, betaalperiode
4.1 Met ingang van de ingangsdatum van deze huurovereenkomst bestaat de betalingsverplichting van huurder uit:
- de huurprijs
- [**optie:**] de vergoeding in verband met de levering van elektriciteit, gas en water voor het verbruik in het woonruimtegedeelte van het gehuurde op basis van een zich in dat gedeelte bevindende individuele meter (kosten voor nutsvoorzieningen met een individuele meter).
- [**optie:**] de vergoeding voor de overige zaken en diensten die geleverd worden in verband met de bewoning van het gehuurde (servicekosten).

4.2 De vergoeding in verband met de levering van elektriciteit, gas en water voor het verbruik in het woonruimtegedeelte van het gehuurde op basis van een zich in dat gedeelte bevindende individuele meter bestaat uit de feitelijke kosten op basis van de meterstanden.
4.3 De vergoeding voor de overige zaken en diensten die geleverd worden in verband met de bewoning van het gehuurde, zoals aangegeven in artikel 7 wordt vastgesteld door de verhuurder.
Op de vergoeding als bedoeld in artikel 4.2 en 4.3 wordt een systeem van voorschotbetalingen met latere verrekening toegepast, zoals aangegeven in de artikelen 17.1 tot en met 17.15 van de algemene bepalingen.
4.4 De huurprijs en het voorschot als bedoeld in artikel 4.2 en 4.3 zijn bij vooruitbetaling verschuldigd, steeds te voldoen vóór of op de eerste dag van de periode waarop de betaling betrekking heeft [**op de door verhuurder aangegeven wijze/door middel van overschrijving op rekeningnummer …… ten name van ……..***].

*) doorhalen wat niet van toepassing is en eventueel aanvullen.

paraaf Verhuurder paraaf Huurder

- **4.5** Per betaalperiode van één maand bedraagt
  - de huurprijs €
  - het voorschot op de vergoeding in verband met de levering van elektriciteit, gas en water voor het verbruik in het woonruimtegedeelte van het gehuurde op basis van een zich in dat gedeelte bevindende individuele meter €
  - het voorschot op de vergoeding voor de overige zaken en diensten die geleverd worden in verband met de bewoning van het gehuurde €
  Zodat huurder per maand in totaal heeft te voldoen €
  Zegge …… euro.

- **4.6** Met het oog op de datum van ingang van deze huurovereenkomst heeft de eerste betaalperiode betrekking op de periode van …… tot en met …….. en is het over deze eerste periode verschuldigde bedrag € ……..Huurder zal dit bedrag voldoen vóór of op ……...

Huurprijswijziging
5.1 Indien het gehuurde woonruimte met een niet-geliberaliseerde huurprijs betreft, kan de huurprijs op voorstel van verhuurder voor het eerst per …… en vervolgens jaarlijks worden gewijzigd met een percentage dat maximaal gelijk is aan het op de ingangsdatum van die wijziging wettelijk toegestane percentage voor woonruimte met een niet-geliberaliseerde huurprijs, bij gebreke waarvan de huurprijsaanpassing plaatsvindt overeenkomstig het gestelde in artikel 5.2. In aanvulling op het in de vorige zin bedoelde percentage kan de huurprijs op voorstel van verhuurder worden gewijzigd met een percentage dat maximaal gelijk is aan het op de ingangsdatum van die wijziging toegestane percentage voor de inkomensafhankelijke huurverhoging, indien het gehuurde zelfstandige woonruimte met een niet-geliberaliseerde huurprijs betreft. Partijen verklaren het bepaalde in artikel 7:252a BW voor zover vereist van overeenkomstige toepassing en huurder verleent voor zover vereist toestemming voor het opvragen van een in artikel 7:252a lid 3 BW bedoelde verklaring.

- **5.2** Indien het gehuurde zelfstandige woonruimte met een geliberaliseerde huurprijs voor woonruimte betreft, is het onder 5.1 gestelde niet van toepassing. In dat geval wordt de huurprijs voor het eerst per …….. en vervolgens jaarlijks aangepast overeenkomstig het gestelde in artikel 16 van de algemene bepalingen. Bovenop en gelijktijdig met de jaarlijkse aanpassing overeenkomstig artikel 16 van de algemene bepalingen, heeft de verhuurder het recht om de huurprijs te verhogen met maximaal ….%.

Kosten voor nutsvoorzieningen met een individuele meter
6. Verhuurder zal zorgdragen voor de levering van [**elektriciteit, gas en water***] voor het verbruik in het woonruimtegedeelte van het gehuurde op basis van een zich in dat gedeelte bevindende individuele meter.

Servicekosten

- **7.** Verhuurder zal zorgdragen voor de levering van de volgende zaken en diensten in verband met de bewoning van het gehuurde:
  -
  -
  -
  -

Belastingen en andere heffingen
8.1 Tenzij dit op grond van de wet of daaruit voortvloeide regelgeving niet is toegestaan, zijn voor rekening van huurder, ook als verhuurder daarvoor wordt aangeslagen:
a. de onroerende zaakbelasting en de waterschap- of polderlasten;
b. de milieuheffingen, waaronder de verontreinigingsheffing oppervlaktewateren en zuiveringsheffing afvalwater;
c. de baatbelasting of daarmee verwante belastingen of heffingen, geheel of een evenredig gedeelte daarvan, indien en voor zover huurder is gebaat bij datgene op grond waarvan de aanslag of heffing wordt opgelegd;
d. de overige bestaande of toekomstige belastingen, milieubeschermingbijdragen, lasten, heffingen en retributies.

Deze belastingen en andere heffingen worden alleen doorbelast voor zover ze betrekking hebben op het feitelijk gebruik van het gehuurde en het feitelijk medegebruik van dienstruimten, algemene en gemeenschappelijke ruimten.
8.2 Indien de voor rekening van huurder komende heffingen, belastingen, retributies of andere lasten bij verhuurder worden geïnd, moeten deze door huurder op eerste verzoek aan verhuurder worden voldaan.

Beheerder

- **9.1** Totdat verhuurder anders meedeelt, treedt als beheerder op: ……..

9.2 Tenzij schriftelijk anders overeengekomen, dient huurder voor wat betreft de inhoud en alle verdere aangelegenheden betreffende deze huurovereenkomst met de beheerder contact op te nemen.

*) doorhalen wat niet van toepassing is en eventueel aanvullen.

paraaf Verhuurder paraaf Huurder

Waarborgsom

- **10.1** Huurder zal voor de ingangsdatum een waarborgsom betalen ter grootte van een bedrag van € …… (zegge: …….. euro) op de in artikel 4.4 aangegeven wijze.
  10.2 Over de waarborgsom wordt [**wel/geen***] rente vergoed.

Boetebepaling

- **11.1** Huurder en verhuurder komen overeen dat indien huurder tekortschiet in de nakoming van zijn verplichting(en) uit hoofde van de nagenoemde bepaling(en), hij aan verhuurder een direct opeisbare boete verbeurt zoals hieronder vermeld:
  a. een boete van € ..... voor iedere kalenderdag dat de overtreding voortduurt, bij overtreding van artikel 1 (gebruik), 9 (tuin), 13.1 en 13.2 (melden schade), 14.1 (algemene ruimten), 14.3 sub a (huisdieren), 14.4 (overlast), 21.1 en 21.2 (waarborgsom) van de algemene bepalingen, met een maximum van € ……, onverminderd zijn gehoudenheid om alsnog aan deze verplichting te voldoen en onverminderd verhuurders recht op (aanvullende) schadevergoeding;
  b. een boete van € …… voor iedere kalenderdag dat de overtreding voortduurt, bij overtreding van artikel 4.1 en 4.2 (veranderingen en toevoegingen), 8 (antennes), 10 (zonwering), 14.2 en 14.3 sub b (reclame, ventilatie- en rookkanalen) van de algemene bepalingen, met een maximum van € ……, onverminderd zijn gehoudenheid om alsnog aan deze verplichting te voldoen en onverminderd verhuurders recht op (aanvullende) schadevergoeding;
  c. een boete van € …… voor iedere kalenderdag dat de overtreding voortduurt, bij overtreding van artikel 1.3 (wijziging bestemming) van deze huurovereenkomst en van artikel 12 (toegang), 15.2 (gevaarlijke stoffen), 19 (tijdige en correcte wederoplevering) van de algemene bepalingen, met een maximum van € ……, onverminderd zijn gehoudenheid om alsnog aan deze verplichting te voldoen en onverminderd verhuurders recht op (aanvullende) schadevergoeding;
  d. een boete van € …… per overtreding, te vermeerderen met een aanvullende boete van € …… voor iedere kalenderdag dat de overtreding voortduurt, bij overtreding van artikel 2 ((tijdelijke) onderhuur) van de algemene bepalingen, met een maximum van € ……. onverminderd (i) zijn gehoudenheid om alsnog aan deze verplichting te voldoen en (ii) verhuurders recht op (aanvullende) schadevergoeding, en (iii) de verplichting tot afdracht van de winst die hij (naar schatting) heeft genoten door het handelen in strijd met dit verbod;
  e. een boete van € …… per overtreding, te vermeerderen met een aanvullende boete van € …… voor iedere kalenderdag dat de overtreding voortduurt, bij overtreding van artikel 14.3 sub c (hennep en dergelijke) van de algemene bepalingen, met een maximum van € ……, onverminderd (i) zijn gehoudenheid om alsnog aan deze verplichting te voldoen en (ii) verhuurders recht op (aanvullende) schadevergoeding, en (iii) de verplichting tot afdracht van de winst die hij (naar schatting) heeft genoten door het handelen in strijd met dit verbod;
- **11.2** Voor iedere overtreding van een verplichting uit deze huurovereenkomst en bijbehorende algemene bepalingen, voor zover niet reeds hiervoor in artikel 11.1 genoemd, is huurder aan verhuurder een direct opeisbare boete van € …… per kalenderdag verschuldigd, met een maximum van € ……, onverminderd zijn gehoudenheid om alsnog aan deze verplichting te voldoen en onverminderd verhuurders recht op (aanvullende) schadevergoeding. Indien verhuurder een professionele partij is, is dit artikel 11.2 niet van toepassing.

Bijzondere bepalingen
12.

· Aldus opgemaakt en ondertekend in voud

· plaats datum plaats datum

*) doorhalen wat niet van toepassing is en eventueel aanvullen.

paraaf Verhuurder paraaf Huurder

· (huurder(s)) (verhuurder)

Bijlagen: *)

[ ] plattegrond/tekening van het gehuurde
[ ] proces-verbaal van oplevering (toe te voegen ten tijde van oplevering)
[ ] kopie van het energielabel/Energie-Index
[ ] algemene bepalingen
[ ]

Afzonderlijke handtekening(en) van huurder(s) voor de ontvangst van een eigen exemplaar van de ALGEMENE BEPALINGEN HUUROVEREENKOMST WOONRUIMTE als genoemd in artikel 2.

· handtekening huurder(s):

*) doorhalen wat niet van toepassing is en eventueel aanvullen.

paraaf Verhuurder paraaf Huurder

APPENDIX 3: MUNICIPAL PILOTS, ADDITIONAL INFORMATION

In addition to the earlier mentioned pilots regarding permits, other municipalities are experimenting with pilots. There are currently 8 pilots focussing on the excesses in the housing market (Rijksoverheid, n.d.a). Earlier has been mentioned that 3 of them are experimenting with permits, the others are focussed on frequent offenders and what can be done about them, the information transition between tenant and landlord, combatting discrimination on the market, the use of a mystery guest and a regional approach against malpracticing landlords (Rijksoverheid, n.d.e). These pilots are organised and executed by municipalities that acknowledge the excesses on the housing market and take a proactive stand against it.

Groningen
The first pilot began in the city of Groningen and started in 2019. According to Rijksoverheid (n.d.g) the problem began with landlords who demanded rent that was too high and intimidated tenants, mainly students, who addressed the issue. The pilot aimed to take an active stand to this excess by means of existing instruments. Together with lawyers the result was that the Municipal law could provide the basis for the introduction of permits (Rijksoverheid, n.d.g).

The next step for Groningen was to make this plan explicit and to find ways to build cases and shed light on possible risks. After doing so, the pilot was tested in practice and is still running. The final results and implications are not yet published as they are waiting on the sentencing by the court, however a few conclusions are already implied. According to the publication, the preventive effect of the permits have led to a decrease of notification of malpractice at first. However at the moment numbers are already back to where they were (Rijksoverheid, n.d.g). Other conclusions are that it remains important to keep the target group informed and to have an insight from both ends, however this proves to be hard to encourage the target group to take action as a dependent position will remain in the market (Rijksoverheid, n.d.g).

Amsterdam
In Amsterdam there is a pilot against multiple offenders when it comes to excesses in the rental market. Their approach is to take effective action against these landlords by means of various legislative instruments and collaborations with multiple organisations (Rijksoverheid, n.d.e). Amongst the mentioned organisations are: !WOON foundation, the national office Bibob, the Public Order and Safety team of the municipality of Amsterdam, the Public Prosecution Service and the Tax Authorities. The aim of this pilot is to create insights as to how to use the collaborations to be able to strengthen the approaches of authorities and to emphasise on the integral use of enforcement instruments.

The Hague
The private rental segment has increased in the Hague by almost 40% in the past 10 years up to 60.000 houses (Rijksoverheid, n.d.f). This segment is an important stepping stone for starters and migrant workers, however the municipality has relatively low insights into these target groups and these groups are often unprepared or misinformed according to Van Liebergen, policy advisor Housing of the municipality of the Hague. Therefore, the municipality of the Hague in collaboration with the rent team and de Haagse Pandbrigade started a pilot aimed at mapping the missteps that occur in the private rental segment (Rijksoverheid, 2020). The pilot investigated who is most often guilty of this and who are the main victims to improve further signalling, prevention and enforcement (Rijksoverheid, n.d.f). Furthermore, the pilot aims to map rogue landlords through signalling and make vulnerable tenants more self-sufficient by providing proper information (Rijksoverheid, n.d.f).

The pilot is still in progress and improvements and data are still gathered. Moreover, there are already relevant results. The pilot did have as a result that a target group emerged that is not proficient with the Dutch language, is poorly informed on their rights as a tenant or do not know where to go for help or do not dare to find help (Rijksoverheid, n.d.f). The continuation of the pilot focuses on gathering data and to inform tenants properly. Another conclusion is that for the case of rent that is too high, the municipality misses instruments of enforcement and the involved parties of the pilot advocate for instruments relating to Private Law and a fine system to be able to better enforce regulations in regard to the excesses discussed in this pilot (Rijksoverheid, n.d.f).

In short, the pilot in the Hague addresses a relevant and large topic in their municipality. The pilot has gathered data to use and keeps gathering data. However, to be able to better address the problem and enforce actions, more instruments should be provided by the law.

Rotterdam
Discrimination happens at the housing market and this showed in 2018 in national and local practice (Rijksoverheid, n.d.h; Radar, 2018). As a response, the college of Rotterdam was asked to do research into discrimination in tenure and had the main aim to reduce discrimination in the rental of homes (Rijksoverheid, n.d.h).

The first phase of the pilot consisted of field reconnaissance in the sector, the development of potential anti-discrimination instuments, enforcement of activities and implementation of potential (extra) instuments and spreading the developments to other municipalities. During the period of 2019/2020 the first analyses are made and multiple parties such as NVM, VBO and cities as Berlin and Gent have been approached due to their expertise and experience (Rijksoverheid, n.d.h). This concluded that only doing research into discrimination already has impact as it creates awereness and provides a support base.

The second phase started in 2021 and aims for collaboration with rental agencies to work on transparency and objective selection processes for tenure (Rijksoverheid, n.d.h). The results so far have led to several implications as shown by Rijksoverheid (n.d.h). Renting agencies that have responded are most interested in finding a reliable tenant who pays and takes care of the house, this could be concluded even though the response was considered as rather low. In addition, for the social housing sector the system appears to be working well and transparent, making the problem mainly in the private rental sector. The tight market has as an effect that landlords can pick their tenants, stereotypes are easily made and filtered to select the 'best' tenant in the eyes of the landlord. Small landlords who rent out only 1 to 5 houses are a higher risk for discrimination. This is due to the fact that they have a higher financial risk in comparison to large landlords who look for continuity and this is often reflected in their selection.

The next steps for the pilot are to implement the earlier mentioned pilot of transparent and objective selection and screening of tenants, improving the provision of information, conducting research on the different aspects of discrimination in the rental segment and to adjust the housing policies (Rijksoverheid, n.d.h).

To conclude, this pilot aimed to reduce discrimination in the rental segment and did so already. Moreover, the pilot is still in progress and follow-ups have started. Addressing the issue and following up on it have paid off and continuation provides for more and better results.

Tilburg
There have been strong signals in Tilburg when it comes to the contribution of rental agents on the excesses in the housing market and this has led to the pilot in Tilburg (Rijksoverheid, n.d.j). In this pilot the possibilities of the General Local Regulation (Dutch: Algemene Plaatselijke Verordening; APV) to create an instrument against rogue landlords is researched through licensing requirements. The aim of the pilot is to create a more reliable brokerage industry and thus contributing to the living quality and safety of tenants and residents (Rijksoverheid, n.d.j).

The used approach is to first investigate what the problem is and how this is expressed in practice. This is done through exploring the problem and the size of it, who is involved, is a permit a suitable instrument and are other solutions present (Rijksoverheid, n.d.j). Further elaboration on the permit is done through formulation conditions as to what to test the permit against. Conditions include to take care of nuisances, making leases in an understandable language for the tenant and provision of a quality mark of the SNF (Stichting Normering Flexwonen) in order to make sure that the rent conditions are protected. In addition, contract conditions will be protected through the contract by including conditions when it comes to (double) agency costs, mediation for dwellings that are not in line with the Building Ordinance (Dutch: Bouwbesluit), registering a tenant as resident in the municipality and verifying tenants protection and non-enforceable legal conditions (Rijksoverheid, n.d.j). This approach is chosen to make sure that the problem is mapped clearly before implementation as the research will define the problem and determine what can best be used to tackle it.

The execution of the pilot is currently in the research phase. As it is very important to map the approach, this phase takes up most of the time and sets the course for the continuation of the pilot (Rijksoverheid, n.d.j). The conclusions of this phase will indicate how to proceed with the pilot and contact is made with other municipalities that run into similar problems to share information. Seeing that the pilot is in progress no conclusions are made yet, however the municipality do expect implications (Rijksoverheid, n.d.j). These implications are in regard to the preventive effect of a permit and the fact that this can be done within the current instruments that municipalities have without needing national involvement or a change in the law.

To conclude, the aim and approach of the pilot provides the basis for the proceeding phases. However, as the research phase is still in progress and publications are not yet made, conclusions cannot yet be made and continuation will determine what the implications of the pilot will be.

Schiedam
In Schiedam there are a number of socio economic weaker neighbourhoods that are vulnerable for private landlords with relatively cheap housing (Rijksoverheid, n.d.i). This leads to problems for the target groups of tenants through overcrowding, disproportionate high rent and temporary leases which are more common than an exception (Rijksoverheid, n.d.i). Therefore, the pilot in Schiedam focusses on tackling this phenomenon and uses executive instruments to do so. This is done by developing a dashboard for signalling and analysis of data and introducing a new instrument, which is the inclusion in the APV of 'Department 10c Preventing exploitation and disproportionate disadvantage of tenants' based on Article 149 of the Municipalities Act (Rijksoverheid, n.d.i). This instrument makes commercial leasing and mediation licence required and a screening is possible through the BIBOB legislation (on integrity assessment).

The execution of this pilot is done through formulating questions to focus on. These questions are mainly aimed at the effect and implementation of the permits, if the trend that leads to this problem can be broken, how to deal with co-owners, partners or mocking constructions and what the municipality can do in cases where interference is desired yet the cause is not illegal (Rijksoverheid, n.d.i). In addition, they focus on the execution and implementation of gathered data as to what can be done explicitly. To do so plans have been made and files are created to increase awareness and parties like the Regional Information Expertise Centre (RIEC) and the police are involved for the execution of the pilot.

Conclusions can be derived from this pilot, however there might also be risks. As for the risks, the municipal law is not yet sufficient enough, especially when it comes to mock constructions, and more legal substantiation is needed (Rijksoverheid, n.d.i). They also mention the risk for tenants through the deterioration of relationships and the decrease in the supply of private rental homes. On the other hand, the pilot created a process description, a dashboard that also shows a watchlist of (possible) rogue landlords, relations with other parties and the start of landlords receiving permits (Rijksoverheid, n.d.i). The main relevance of this pilot is therefore aimed at tackling rogue landlordship through introducing permits and creating a dashboard of information of the landlords. In doing so, this pilot can be shared with other municipalities to find an approach on how to deal with the excesses that occur in the housing market.

Conclusion
The pilots are a result of the excesses in the housing market and experiment with current instruments that municipalities have and how to actively use them. As the pilots are still in progress, final conclusions cannot yet be made. However, the fact that the urge for pilots is there and the problems that are addressed clearly paint the picture that there is a problem and that municipalities take on their role as executive authority to improve the situation. The pilots are therefore a clear example of the municipal authority and how it can be used for the better. The progress of the pilots indicates that there is a change in behaviour and that the actions taken in the pilots do indeed contribute to a solution. As the pilots progress, more information and conclusions will become available.

WAAROM MOET IK MIJN HUURCONTRACT LATEN REGISTREREN?

Door uw huurcontract te laten registreren, krijgt het een 'vaste datum'.

Dat wil zeggen dat niemand die datum nog kan betwisten en dat het contract 'bindend wordt voor derde partijen'. Iedereen moet het respecteren, ook zij die het niet ondertekend hebben.

BESCHERMING VAN DE HUURDER

Als de eigenaar de woning die u huurt en die u als hoofdverblijfplaats gebruikt, wil verkopen, dan moet de nieuwe eigenaar het geregistreerde huurcontract respecteren.

BESCHERMING VAN DE VERHUURDER

Als u als eigenaar het huurcontract van een woning (die u als hoofdverblijfplaats verhuurt) registreert, dan moet de huurder een opzegtermijn naleven om dat contract te beëindigen.

WAAR VIND IK MEER INFORMATIE?

Hebt u vragen over de registratie van een huurcontract via MyRent?

- Surf naar www.myrent.be
  U vindt er meer uitleg, demo's, FAQ ...
- Stel uw vraag via het algemene contactformulier op www.financien.belgium.be/nl/contact
- Bel naar het contactcenter van de FOD Financiën
  0257 257 57 (gewoon tarief),
  elke werkdag bereikbaar tussen 8 en 17 uur.

Verantwoordelijke uitgever:
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D/2019/1418/2 (januari 2019)

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Met MyRent kunt u uw huurcontract online opsturen voor registratie. Dat geldt ook voor de plaatsbeschrijving.

WIE MOET HET HUURCONTRACT LATEN REGISTREREN?

1. Voor een gebouw dat alleen voor bewoning bestemd is, moet de verhuurder, m.a.w. de eigenaar, het huurcontract verplicht laten registreren. Hij moet dat doen binnen de twee maanden na de ondertekening. Ook de huurder mag het huurcontract laten registreren, maar is daartoe niet verplicht.

2. Voor een gebouw dat gedeeltelijk of niet voor bewoning bestemd is, moet ofwel de eigenaar ofwel de huurder een huurcontact dat met een schriftelijke overeenkomst opgesteld is, verplicht laten registreren. Dat moet binnen de vier maanden na de ondertekening gebeuren.

Opgelet! In alle gevallen wordt het huurcontract maar één keer voor beide partijen geregistreerd.

WAT MOET IK ZEKER IN MIJN HUURCONTRACT VERMELDEN?

- De voornamen, naam, geboortedatum, geboorteplaats en het adres van de verhuurder(s) en de huurder(s)
- Voor een rechtspersoon: het ondernemingsnummer, de maatschappelijke benaming en het adres van de maatschappelijke zetel
- Het adres en de beschrijving van het gehuurde goed (dat wil zeggen een beschrijving van alle ruimtes en delen van het gebouw die het voorwerp uitmaken van het huurcontract), bij voorkeur met vermelding van de kadastrale gegevens
- De datum (dag/maand/jaar) waarop de huur ingaat en de duur van het contract (bij voorkeur met begin- en einddatum)
- De huurprijs (huur en lasten)
- De ondertekeningsdatum (dag/maand/jaar) van het huurcontract
- De handtekeningen van huurder(s) en verhuurder(s) op alle aangeboden exemplaren

HOEVEEL KOST HET OM EEN HUURCONTRACT TE LATEN REGISTREREN?

De registratie van een huurcontract is **gratis** als het gaat om een gebouw dat alleen voor bewoning bestemd is.

De registratie van elk ander soort huurcontract (bijvoorbeeld een handelspand) is betalend.

HOE VERSTUUR IK MIJN HUURCONTRACT VIA MYRENT?

Surf naar www.myrent.be en doorloop de volgende stappen:

1. Kies rechts in het menu 'Naar de toepassing'
2. Meld u aan via uw identiteitskaart of via een commercieel certificaat (klasse 3)
3. Lees de instructies en klik op 'Verdergaan'
4. Klik links in het menu op 'HUURCONTRACT' en vervolgens op 'Uw contract aanbieden'
5. Voer de gevraagde gegevens in
6. Kijk na of de ingevoerde gegevens juist zijn
7. Klik op 'OPSLAAN'
8. Kopieer de cijfers van de barcode
9. Kies:
   - 'VOLGENDE'
   - Contract met plaatsbeschrijving' of 'Contract zonder plaatsbeschrijving'
10. Voer de gevraagde gegevens in
11. Klik op 'Bladeren' om uw huurcontract of uw huurcontract en plaatsbeschrijving in pdf op te laden
12. Voer het gevraagde e-mailadres in
13. Klik op 'VERZENDEN'
14. Download indien van toepassing uw uitnodiging tot betaling
15. Klik op 'VALIDEREN'
16. Klik op 'ONTVANGSTBEWIJS DOWNLOADEN'

U kunt de status van uw document volgen via het tabblad 'UW DOSSIER'.

Meer informatie over hoe u een huurcontract en/of plaatsbeschrijving kunt ingeven vindt u in de demo's in de rechterkolom op www.myrent.be

Bauke Schoustra - 4449711
Master Thesis - Management in the Built Environment
TU Delft