

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

I need permission to make any changes to my dwelling

I cannot paint, drill or make any changes to my dwelling

Pets are not allowed

My lease is terminated without reason

I paid contracting costs (or similar costs)

My rent and service costs are increased without substantiation

My independent dwelling has a rent determined by the market

There is a description of the dwelling in word or picture

I know what type of lease I have and what this implies

Additional documents are added and referred to supplement the lease

All costs are described and changes are substantiated (annually)

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01

Introduction

Problem and purpose



Problem

- Housing market under a lot of pressure
 - Scarcity
 - High demand
 - Rising prices
- Tensions in rental market
 - Strange conditions
 - Exploitation of tenants
- Attention
 - Media
 - Government; pilots
 - Private actions; contract check, protests

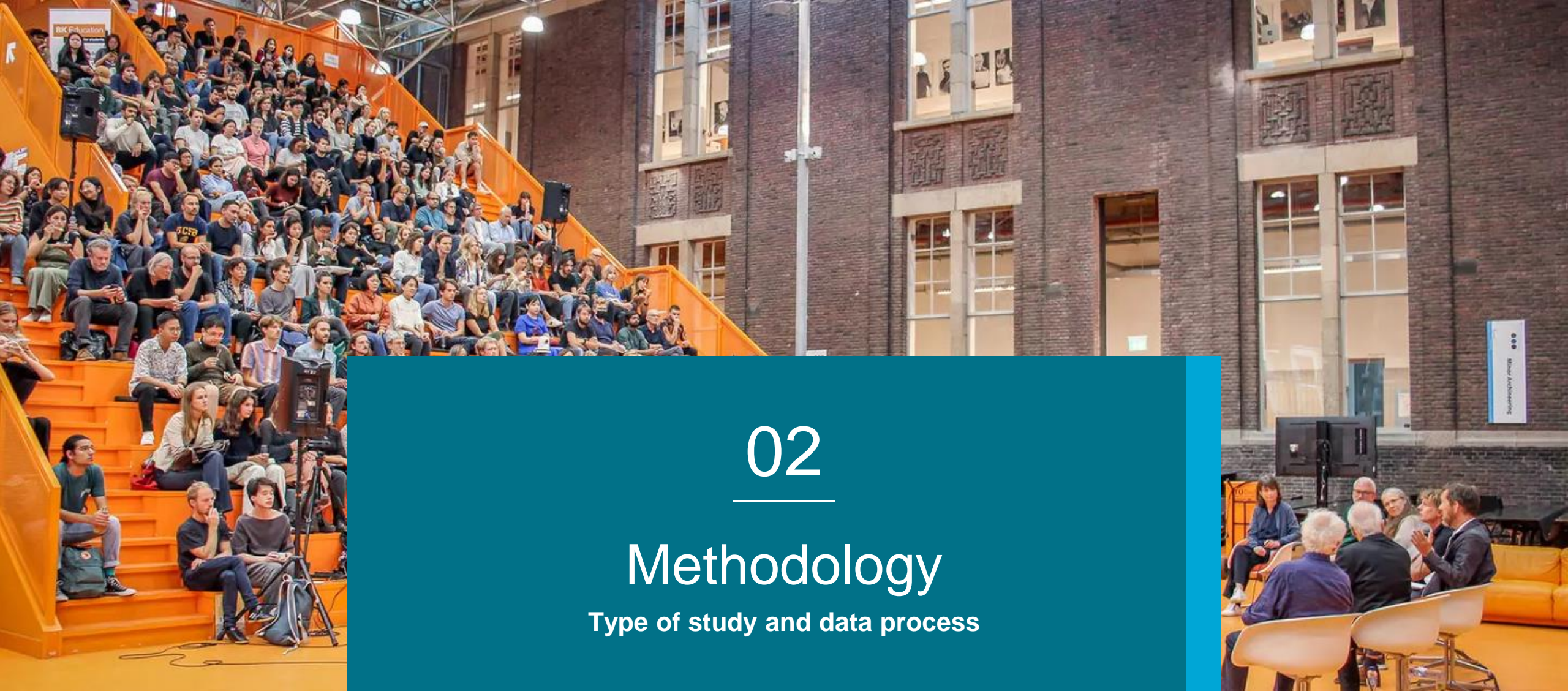
Purpose

Main research question:

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

Subquestions:

- 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?



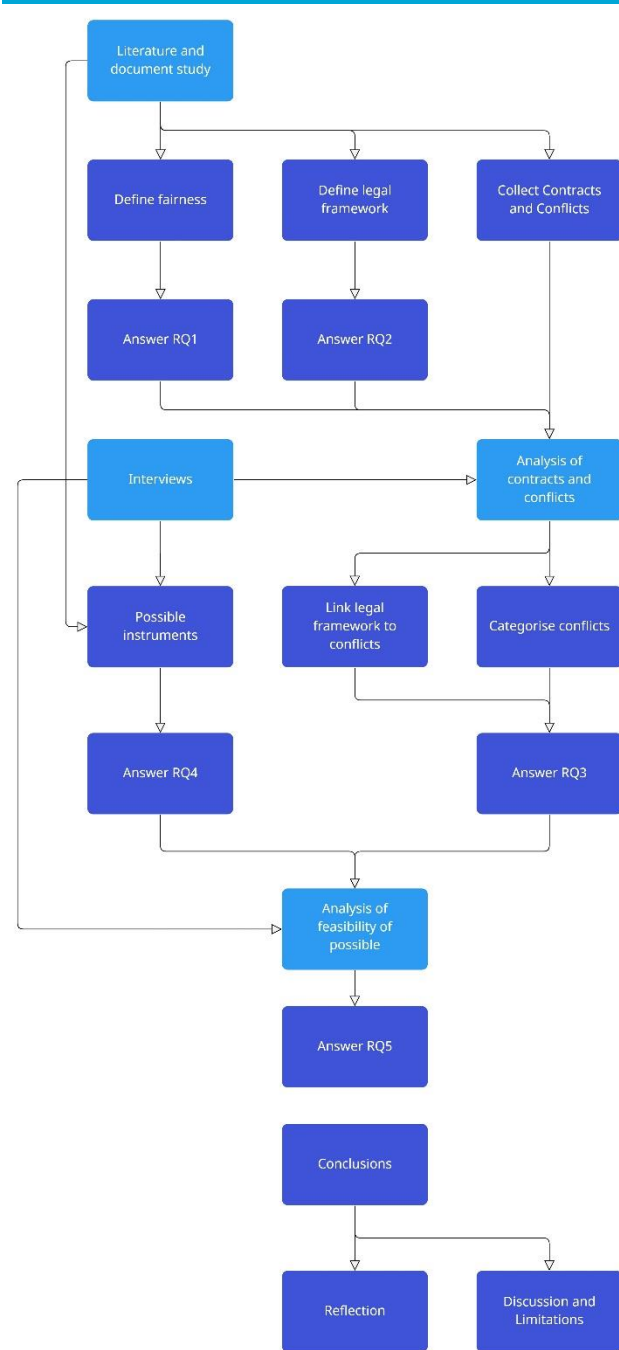
02

Methodology

Type of study and data process

Method

- Qualitative method
 - Literature- and document study
 - Semi-structured interviews
- Explorative
 - Knowledge and awareness
 - Literature and documents
- Implications
 - Feasibility study
 - Interview/field results





03

Legal Framework

What are fair rent- and contract conditions?

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



Research questions

- 1. What are fair rent- and contract conditions?
 - Definition of fairness
- 2. What fair rent- and contract conditions are currently legally defined?
 - Overview of legal framework

What are fair rent- and contract conditions?

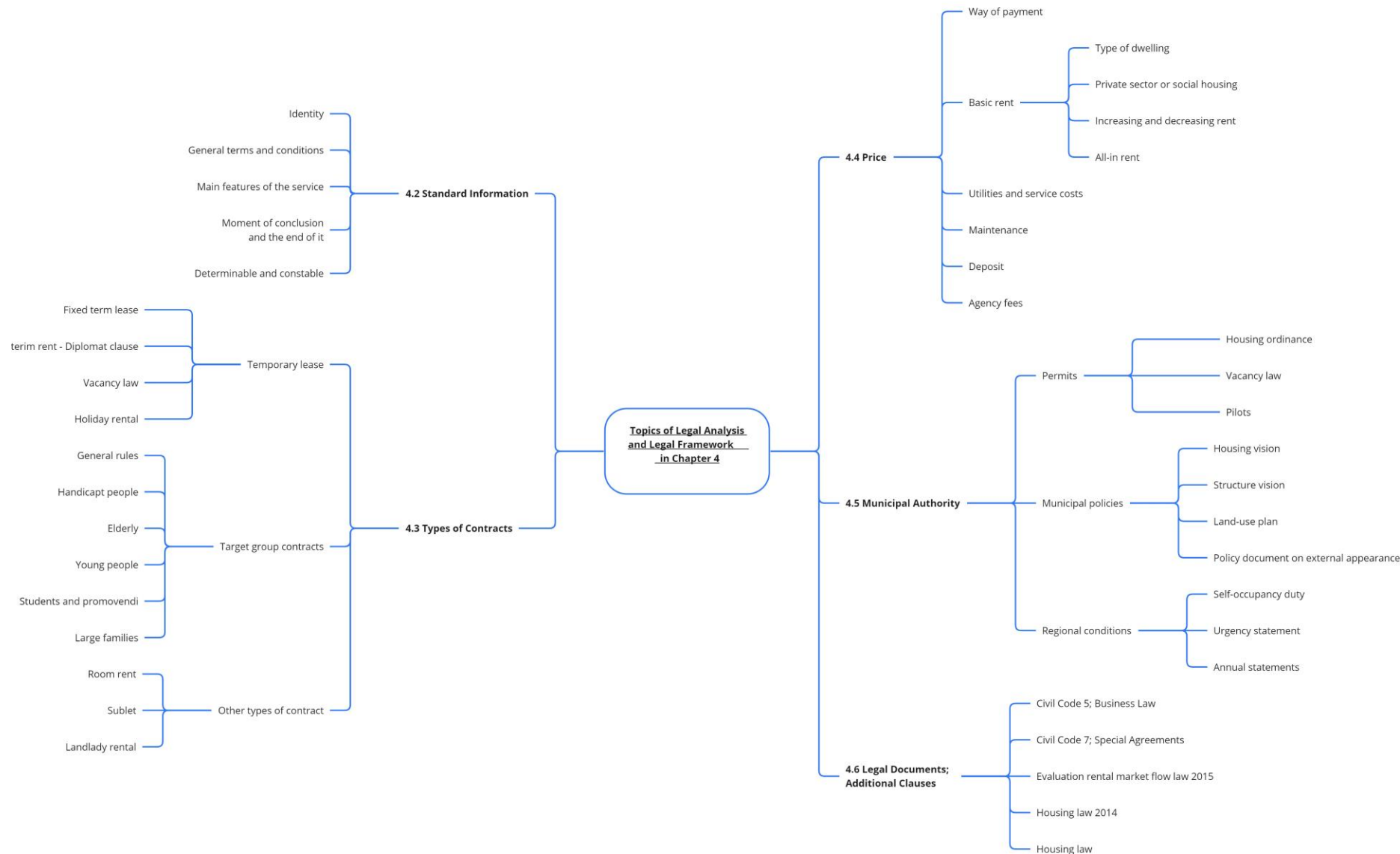
Definition of Fairness

- Fair:
 - In adherence with the law (hierarchy)
 - Accessible
 - Determinable
- Unfair:
 - Contradicting the legal framework
 - Law defines the condition is not allowed
- Grey area:
 - Not legal substantiation that the condition is allowed
 - No legal substantiation that it is not allowed

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

Legal Framework

- Legal documents
- Analysis
- Rent- and contract conditions
- Categorisation
- Legal reference



Most important findings

Points of attention when checking your lease		
Topic of conditions	Question to ask yourself	Possible answers
Type of contract	What kind of contract do I have?	Fixed-term, indefinite, interim rent, vacancy law, holiday rental, room rent, sublet, landlord
Target group	Do I and my lease belong to a target group?	Handicapped, 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)

What conditions and information should be in the lease:	
Do's	Don'ts
Name, address, identity of all parties	Living restrictions <ul style="list-style-type: none"> - 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 <ul style="list-style-type: none"> - Basic rent - Maintenance costs - Utilities and service costs - Deposit - Payment period - Means of payment 	Disproportionate prices for <ul style="list-style-type: none"> - 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 <ul style="list-style-type: none"> - General rules and conditions - Permits - Reports - Energy label - Deed of division 	Illegal fees <ul style="list-style-type: none"> - Agency costs (or under another name) - Contract costs (or under another name)
Determinable and constable	

Conclusion Legal Framework

1. What are fair rent- and contract conditions?

- Conditions that are in adherence with national, international and any other type of law, are constable and are determinable.
 - Grey area: not substantiated or mentioned in the law

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

- Overview of legal framework
- Categorisation in themes
- Legal framework is extensive, complex and specialised
 - Many (legal) documents and additions
 - References to many articles and difficult language
 - Professionals with a focus on the legal topic of tenure



04

Contract- and Conflict Analysis

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

Analysis

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
	Payment and prices	BW6:department 2	Determinable and constable
		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	

- Conflicts linked to legal framework
- Overlap between conflicts
- Most conflicts have a legal substantiation
- Legal reference or article sometimes debatable
- Conditions outside the scope of law or in direct conflict

Discrepancies in contracts	Occupancy	Chapter 4.2 Reference identity and main features of the service Lw	No strict conditions, yet references how to occupy
	Data provision	Chapter 4.3 and 4.4 Ww	Specific types of lease or tenant
	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 BW7:214, 215	Conditions imposed on the use of the dwelling and activities
	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

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

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

- Conditions regarding
 - Occupancy
 - Data provision
 - Different types of costs
 - Termination
 - General terms and conditions
 - Living quality
 - Nuisance
- Link between legal framework and conflicts is made in the analysis
- Not all conditions are directly resolved by law
 - Room for interpretation
 - Legal consult always advised (when in doubt or not)



05

Possible Instruments

Standardised contracts; Proactive government;
Landlord and lease register



Research questions

- 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?
- Three instruments:
 - Standardised contracts
 - Proactive government
 - Landlord and lease register
- Analysed by:
 - Background
 - Definition
 - Feasibility

What can be done to **avoid conflicts** regarding
rent- and **contract conditions**?

Background and Definition Standardised Contracts

Background

- Issue of ROZ2017
 - Apparently not sufficient
- Used in practice
 - Own conditions embedded
- Conflicts due to deviations

Definition

- Formulate a New Standard Lease
 - Including general terms and conditions
- Extension of current standard lease
 - More conditions
- Deviations are not permitted
 - Only preapproved conditions
 - Deviations and additions are non-enforceable in practice
 - Must be clearly indicated
- Additional languages
 - Foreign (common) languages
 - Understandable language

Background and Definition Proactive Government

Background

- Pilots
- Law for good landlordship
- Rent teams
- Information sharing
- Data processing

Definition

- Use of permits
 - Before tenure is allowed
- Checks and Revisions
 - Are the agreements followed
- Information- and reporting point
 - Improving knowledge
 - Assistance with conflicts
- Combining the instruments

Background Landlord and Lease Register

- Enforcement of regulations is needed
 - There is often a legal substantiation
- Permits and Pilots
 - To be eligible for tenure
 - Information point
 - Data gathering and analysis
- Similar system in Belgium
 - Leases need to be registered by the landlord
- Law for good landlordship
 - Aiming to solve excesses in the housing sector

Process and Definition Landlord and Lease Register

Process

- Apply for the register as landlord / mediator
- Register lease
- Register annual statements
- Feedback or sanctions if entries are not in full adherence to the framework
- Notes are added
 - Positive and negative
 - Can lead to actions
- Needs to be obligatory

Definition

- Landlords and mediators are registered
- Leases are registered
- Leases are checked and approved
- Patterns are observed and addressed if applicable
 - Conflict type
 - Multiple offenders
- Discrepancies and conflicts are observed
- Implies only small actions for parties
- Annual updates on costs and changes
 - Agreements stay up-to-date
 - Preventive
- Holistic view when implemented on national scale

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

Feasibility Standardised Contracts

Feasibility	
Risks	Improvements
<ul style="list-style-type: none">- 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	<ul style="list-style-type: none">- Improve information- Information in understandable language- Information in other languages- Legally substantiated- No deviations that lead to conflict- Easy to check- Clear conditions- Completeness
Conclusion <p>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.</p>	

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

Feasibility Proactive Government

Feasibility	
Risks	Improvements
<ul style="list-style-type: none">- 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	<ul style="list-style-type: none">- 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 than 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 <p>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.</p>	

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

Feasibility Landlord and Lease Register

Feasibility	
Risks	Improvements
<ul style="list-style-type: none">- 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	<ul style="list-style-type: none">- 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<ul style="list-style-type: none">- Are addressed- Keeps the system up-to-date- Preventive instrument for conflicts in rent- and contract conditions
To do's	
<ul style="list-style-type: none">- Change law to make cooperation obligated- Define the executive organisation- Define periods for specific actions in the proces	
Conclusion	
<p>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.</p>	

Figure 6.3: Conclusion overview instrument 3 (Author, 2022).



06

Conclusion

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



Summary

- Problem where the housing market conditions lead to 'strange' conditions and unfairness in rent- and contract conditions
- Definition of fairness and the creation of the current legal framework
- Conflict and contract analysis to investigate the extent of the problem
- Creation of three different instruments to prevent the problem and improve fairness

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

Final conclusion

- Improvement through implementation and combination of the three instruments
 - Points of attention and further activities
- Positively recommended
 - Feasible
 - Holistic approach



07

Reflection (Personal) Process



Reflection

- Further research
 - Continuation of conclusions
 - Instruments
 - Implication
- Broader perspective
 - Topic
 - Used method
- Used method
 - Suitable
 - More extensive than anticipated
 - Need for other expertise

Thank you for your attention

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