

# Temporary Tenancy Agreement

**The undersigned;**

name of landlord .....

address .....

town/city .....

telephone number .....

*and*

name(s) of tenant(s) .....

have agreed as follows:

## **A The accommodation**

### **Article 1**

**1** Commencing on ..... - ..... - ..... (day/month/year), the landlord will let the room(s) in the residence to .....  
of .....

with:

- use of the entire residence
- joint use/use of own kitchen
- joint use/use of own shower/bath
- joint use/use of own toilet
- joint use/use of own balcony
- joint use of garden
- joint use of shed/storage space
- joint use/use of .....

Surface area of the rooms .....

**2** This residence/room(s) will be used as accommodation for a maximum of ..... person(s).

**3** The landlord is the owner/lessee of the residence.

Name of owner if the landlord rents the residence:

Name .....

Address .....

**4** In the event of sub-letting, the (sub)letter hereby declares that permission has been obtained from the owner of the building.

**5** The tenant and landlord will jointly draw up an inspection list upon commencement of the agreement, which will contain a detailed description of the state of repair of the property let. Both parties will receive a signed and dated copy hereof.

**B Term of the agreement**

**Article 2**

The tenancy agreement is entered into for the period from .....to .....  
The landlord specifically stipulates that the tenant will vacate the property let following expiry of the above-mentioned term.

The reason for this temporary tenancy is:

- the landlord is temporarily letting the residence/room normally occupied by himself/herself owing to temporary residence elsewhere, and will return to reoccupy the residence/room himself/herself,
- the landlord is temporarily letting a new or newly acquired residence/room owing to temporary residence elsewhere, and will return to occupy the residence/room himself/herself,
- the landlord is temporarily letting a residence or room owing to temporary residence elsewhere by the (previous) tenant, who will return to reoccupy the residence/room.

**C The rent and other costs**

**Article 3**

The rent upon commencement of the agreement amounts to € ..... (in words,  
..... euro,  
..... cents) per month.

**Article 4**

**1** The charges for concomitant deliveries and services is estimated at € ..... (in words,..... euro,  
..... cents) per month, to be paid each month in the form of an advance payment.

**2** These concomitant deliveries and services consist of:

- gas
- electricity
- water
- use of:
 

washing machine,	value	€.....
refrigerator,	value	€.....
.....	value	€.....
carpeting,	value	€.....
curtains,	value	€.....
furniture,	value	€.....
.....	value	€.....

**Article 5**

The rent will be paid each month before the.....of the month concerned.  
The advance payments for concomitant deliveries and services will be made at the same time as the rent is paid.

Payment will take place:

by transfer to bank/giro(bank) account number: .....

payable to .....

in cash in return for a written receipt.

**Article 6**

Upon signature of this agreement, the tenant will pay to the landlord a deposit amounting to one month's rent. If at the end of the tenancy there are no grounds for retaining this deposit, the landlord will repay the deposit within one month of the end of the agreement.

## **D Maintenance obligation**

### **Article 7**

The tenant is allowed to change or make adjustments to the let property, if those changes or adjustments can be undone without considerable costs for the landlord.

### **Article 8**

- 1** The landlord will remedy defects, on request of the tenant.
- 2** The landlord is liable for damage caused by such defects.
- 3** During the period of tenancy, the landlord will perform all necessary maintenance, unless such maintenance is the responsibility of the tenant according to this agreement.

### **Article 9**

The following maintenance obligations in relation to the property let are at the tenant's expense, unless the maintenance is necessary as the result of normal wear and tear or actions or failure to act on the part of the landlord:

- whitewashing, distempering, wallpapering and painting for the duration of the period of residence,
- day-to-day maintenance and small-scale repairs to locks and hinges and small components of electrical systems, such as switches, lamps, electrical plugs and sockets,
- the maintenance of water taps and measures necessary as a result of frozen water pipes,
- replacement of broken windows, if this can be done without considerable costs,
- cleaning and unblocking of drains, sinks and gutters, if those can be reached by the tenant,
- sweeping of chimneys, at least once a year, if those can be reached by the tenant,
- all other repair work ensuing from gross negligence, carelessness, neglect or rough handling during occupancy on the part of the tenant.

### **Article 10**

The tenant is obliged to compensate for or remedy damage caused by him or her. The tenant is also liable for damage caused by persons using and/or visiting the property let with his or her permission.

## **E Other rights and obligations**

### **Article 11**

The landlord is obliged to make the property let available to the tenant in a clean state on the commencement date agreed upon, and to hand the keys over to the tenant.

### **Article 12**

The tenant undertakes not to cause hindrance or nuisance to the landlord, other residents and local residents.

### **Article 13**

- 1** The landlord undertakes not to cause any hindrance or nuisance to the tenant.
- 2** The landlord will respect the privacy of the tenant and only enter the room(s) following an appointment with the tenant. The tenant is permitted to lock the room(s).

## **F Termination of the tenancy agreement**

### **Article 14**

The period of notice for the landlord is three months.

### **Article 15**

The tenant may not give notice of cancellation of the agreement before the end of the tenancy agreement unless he or she arranges for a subsequent tenant for the remaining period. The period of notice for the tenant is one month. Notice must be given by registered post or bailiff's notification.

**Article 16**

The tenancy agreement may be terminated with the joint approval of the tenant and the landlord at any time once the period of tenancy has commenced.

**Article 17**

Upon expiry of the tenancy agreement, the tenant will deliver the property let in accordance with the inspection list in the condition in which it was occupied upon commencement of the agreement. The tenant will hand over the keys to the landlord on the date of vacation.

Thus drawn up on ..... (day/month/year)  
in ..... (town/city)

.....  
signature landlord

..... (signature tenant 2)  
signature tenant

SSH has taken the greatest possible care in drafting these model contracts. However, the creators of these contracts can accept no liability for errors and/or imperfections. When using these model contracts, it must be borne in mind that the content thereof depends on the intentions and wishes of the parties to the agreement. SSH may issue advice in this respect if required.

**Explanatory notes temporary tenancy agreement**

To **Article 1** It is also a good idea, alongside the inspection list, to draw up a list of any furniture and other items present in the property let, with their values.

To **Article 2** If the landlord is not local, it may be a good idea to appoint a manager. Only in situations as described in Article 2, the landlord is allowed to cancel the agreement on the grounds of the fact that it is a temporary agreement. The agreement must then contain an eviction clause. If sub-letting takes place for one of the reasons referred to in Article 2, the tenant must leave the property let at the end of the period of tenancy. If a temporary agreement has been concluded on other grounds, this agreement is valid, but the court may decide that the tenant may remain in the property let after this period.

To **Article 3** The maximum rent permitted for a room/residence can be calculated on the basis of a points system drawn up by the Ministry of Housing, Spatial Planning and the Environment (VROM). It is vitally important for both the tenant and the landlord that the rent is divided. If the landlord does not divide the rent and asks an 'all-in price', he or she runs the risk of having to repay a large amount to the tenants as the result of legal proceedings. If the rent assessment committee is of the opinion that an all-in price is being charged, it will determine the rent at the lowest reasonable rent (55% of the maximum permissible rent). In addition, the rent assessment committee will pronounce that 25% of the lowest reasonable rent is an advance payment for service charges.

To **Article 4** When calculating a charge for the use of furniture, carpeting, etc., an annual charge of 20% of the purchase value is taken for goods not more than five years old. Example: for carpeting purchased new for € 200, a charge of € 40 per year may be made, or € 3.33 per month. For goods more than five years old, 20% of the second-hand sale value at the beginning of the period may be charged. For durable goods such as a heater or deep-freeze, 10% of the purchase value or second-hand sale value may be charged.

To **Article 6** As temporary rental often concerns furnished property, it is advisable to ask for a deposit from the tenant (amounting to one month's rent) in case there is any damage.

To **Article 14** If the temporary tenancy lasts longer than one year, the period of notice is extended by one month for each year of uninterrupted tenancy, up to a maximum of six months. The landlord is obliged to give notice to the tenant officially by registered post or bailiff's notification, stating the grounds for termination, namely that this is a temporary tenancy agreement. The landlord must give notice at least three months in advance. The landlord may not give notice before the expiry of the tenancy agreement.

**Inspection list**

	Beginning of the tenancy	
	condition	maintenance
<b>living room</b>		
ceiling		
walls		
floor		
chimney		
doors		
windows		
cupboards		
fixtures & fittings		
<b>bedrooms</b>		
ceilings		
walls		
floors		
doors		
windows		
cupboards		
washbasins		
mirrors		
fixtures & fittings		
<b>kitchen</b>		
ceiling		
walls		
floor		
chimney		
doors		
windows		
tiles		
work surface		
taps		
cupboards		
drainage		
boiler/geyser		
fixtures & fittings		
<b>shower/bathroom</b>		
ceiling		
walls		
floor		
doors		

	Beginning of the tenancy	
	condition	maintenance
<b>shower bathroom</b>		
windows		
tiles		
shower/bath		
taps		
drainage		
boiler/geyser		
toilet/bidet		
<b>toilet</b>		
ceiling		
walls		
floor		
doors		
toilet		
flush		
washbasin		
<b>miscellaneous areas</b>		
hall		
corridor		
landing		
stairs		
balcony		
storage area		
washbasin		
attic		
garage		
garden fixtures & fittings		
<b>miscellaneous facilities</b>		
<i>gas/electricity</i>		
keys		
doorbell		
front door		
washing machine connection and drainage		
cable connection		
telephone connection		
mailbox		
meter cupboard		

**date of inspection upon commencement of rent:** .....

.....  
signature tenant

.....  
signature landlord