

## More information about your rental agreement

### Content

- Read the contract thoroughly before you sign it. This way you can prevent unpleasant surprises afterwards.
- Make sure all the arrangements you make with the landlord are added on the contract.
- Ask for an explanation when something is not clear.
- It's legally required that a contract is officially drawn up in one of the national languages (French, Dutch or German, depending on where the room is located). However, landlords should be able to provide a translation for information.

### Price

- Make sure you determine what is included in the price and what is not, for example:
  - Are water and electricity included?
  - Will you have to pay extra at the end of your contract?

### Signature

- Make sure you sign your contract together with your landlord. Make sure you have an own copy of the contract

### Registration

- A registered contract is a contract which is officially known by the government
- The advantage of a registered contract is that its rules also apply to third parties. This means that persons who are not mentioned in the contract still have to respect its terms and conditions. This could be important when your landlord for example decides to sell the property. In that case, the contract automatically forces the new owner to work with the same rules and regulations as is mentioned in the contract.
- Registration of the contract is obliged and has to be submitted by the landlord no more than two months after it is signed. If he/she is too late or has not submitted the file at all, he/she could get a fine. As renter you don't have to do anything for this registration.

## Security deposit

- The goal of the deposit is to pay for damages, caused by yourself or other persons whom you gave access to your room.
- Maximum amount is two month's rent
- For a contract to be valid, the deposit has to be paid upfront. If the deposit is not paid before the date stated in the contract, the contract can be canceled by the landlord.
- The deposit can not be used for
  - wear and tear by the normal use of the room.
  - interests for rent which is paid too late. No matter what is stated in your contract, you always have to get a letter by recorded delivery before your landlord can ask for an interest on the rent. All other arrangements on paper are not legitimate.
  - expenses for transportation of the landlord, recorded deliveries or collection letter fees.
  - paying the last two months of rent . This is not allowed as the deposit is used for extra expenses and not regular rent.
- Most landlords want the deposit transferred to their bank account.
- Some landlords will allow you to pay the warranty on an individualised, blocked account. This way, discussions about the repayment are resolved a lot faster.
- The deposit has to be repaid within 3 months after the ending of the contract with interest. The landlord has to get the opportunity to make a definite overview of all other utility expenses.

## Water, electricity, heat (other utilities)

- Fixed: Often you pay rent in which all other utility expenses are included. This way you will know in advance how much your room will cost you exactly for the entire academic year.
- Variable: When other utility expenses are not included in your rent, it is quite common that you are asked to make a down payment. This down payment is stipulated in the rental contract. At the end of your rental period a settlement of account is made.
  - In most student residences there are no individual heating or electricity meters, which means that all utility expenses are divided amongst the inhabitants of the residence. As a tenant you always have the right to ask for proof. Energy expenses are hard to estimate. You are of course the first person able to keep the energy expenses as low as possible
- Try to be as economical as possible concerning your heat and electricity. Do not leave electrical appliances or lights on when you are at school.

## Rental period

- The rental period for a room is usually 12 months.
- Some older residences only require a 10 month contract so you don't have to rent during Summer.
  - You have to arrange with your landlord what happens with your personal belongings during the summer period. Can you leave your belongings inside the room or does it have to be cleared?

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- Renting your room during re-examinations (in August-September): With permission of your landlord it is possible to rent your room during the period of August, September when you need to do re-examinations.

## Inventory and condition form

- The inventory and condition form is a detailed description of the material state of the room: the curtains, wall paper, floor coverings, furniture, heating appliances, wall socket etc. The inventory and condition form is legally required: tenant and landlord have to fill it in and sign it together.
- At the end of the renting period you have to fill in another inventory and condition form. This way it is easy to check the state of the room and prove that you did not damage anything.
- In some cases the landlord hires a professional to make up this inventory. In that case you will have to pay 50% of the invoices of the hired expert.
- You are not responsible for damages caused by wear and tear
- When no inventory and condition form was filled in it is always assumed that the tenant leaves the room in the same state as he/she got it. This means that when damages were made the landlord has to prove it. They are allowed to use all legal means to do so.
- Tip: Make sure all damages and imperfections are registered. What is not added in the inventory and condition form is assumed to be in perfect state.

## Fire insurance

- As a tenant you are responsible for the consequences of fire, water damage or explosions in the rented property, unless you can prove it was someone else's fault or that it is a case of circumstances beyond your control (for example; when struck by lightning).
- The landlord provides a fire insurance bit that does not cover your personal belongings or your liability part
- You can check if these are insured within the fire insurance your family has at home (mostly for EU students). If not, you are required to get a liability insurance at a Belgian insurance company.

## House rules

- The house rules make clear what the rules are regarding your room and the shared facilities.
- Thoroughly read the house rules before you sign the contract.

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