

INFORMATION PROVISION - GOOD LANDLORDSHIP ACT

Model established by the Real Estate Council (ROZ) in December 2023 and to be attached to the ROZ model lease agreement for residential property.

Introduction

As of July 1, 2023, the Good Landlordship Act has come into force. It requires landlords of residential property to inform tenants about several matters. See this link from the Dutch government summarizing all relevant information for tenants:

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<https://www.rijksoverheid.nl/onderwerpen/woning-verhuren/vraag-en-antwoord/nieuwe-regels-voor-verhuurders-en-verhuurbemiddelaars-1-juli-2023>

- <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord>

This document provides you, as a tenant, with written information about your rights and obligations. In short, this includes:

- that the property may only be used as agreed with the landlord;
- that the landlord may only enter the property with the tenant's consent, unless a legal exception applies;
- that different types of rental agreements exist and that tenants can contact the rent tribunal or subdistrict court in some cases;
- that the security deposit may not exceed two months' rent, and rules on its return at the end of the lease apply;
- how to contact the landlord for questions or complaints;
- how service charges are calculated, and that tenants must receive an annual cost breakdown.

The landlord [name] hereby provides the tenant [name] with written information regarding:

1. Use of the property

The tenant must use the residential space in accordance with the lease agreement. Consequences may follow if used otherwise.

-> Refer to Article 1 of the Lease Agreement and Article 1 of the General Provisions.

2. Access to the property by landlord

The landlord may only enter the property with tenant's consent, unless:

- urgent intervention is required in an emergency;
 - urgent repairs must be carried out (Civil Code Book 7, Article 220(1));
 - the landlord is proceeding with renovation as per Article 220(2), with tenant's consent or court approval;
 - under Civil Code Book 5, Article 56, access must be granted for a neighboring property;
 - for property viewings related to sale or new rental (Civil Code Book 7, Article 223).
- > Refer to Article 12 of the General Provisions.

3. Types of rental agreements and rent protection

Information on rent regulation, rent increases, and calculating rent via the housing valuation system.

-> See: <https://www.rijksoverheid.nl/.../verschillende-soorten-huurcontracten-voor-een-woning>

4. Repairs and maintenance responsibilities

Tenants must report defects unless they are minor repairs for which the tenant is responsible.

-> Refer to Articles 11 and 13 of the General Provisions or:

<https://www.rijksoverheid.nl/.../welke-kosten-zijn-voor-de-huurder-en-welke-voor-de-verhuurder>

5. Assistance from rent tribunal or court

Topics like rent, maintenance, and tenant protection can be addressed via the rent tribunal or subdistrict court.

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See:

<https://www.rijksoverheid.nl/.../wanneer-kan-ik-terecht-bij-de-huurcommissie-en-wanneer-bij-de-kantonrechter>

6. Security deposit

The applicable deposit amount and how/when it must be refunded.

-> Refer to Article 10 of the Lease Agreement and Article 21 of the General Provisions.

The deposit must be refunded within two weeks after the lease ends, unless there are outstanding payments or damages. Any deductions must be justified and the remaining amount refunded within 30 days, accompanied by a cost specification.

7. Service charges

The tenant must pay applicable service costs and receive an annual breakdown.

-> Refer to Articles 4, 6, and 7 of the Lease Agreement and Article 17 of the General Provisions.

8. Contact details of landlord or property manager

For any questions or issues regarding the property.

-> Refer to the heading and Article 9 of the Lease Agreement.

9. Municipal Reporting Desk

The municipal reporting point as per Article 4 of the Good Landlordship Act for the city in which the property is located.

-> For Maastricht: call +31 (0)43 388 50 00 or email meldpunt@goedverhuurderschapmaastricht.nl