

[rezidentz]

RESIDENTIAL LEASE

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OF A PRINCIPAL RESIDENCE IN FURNISHED ACCOMMODATION LOCATED AT:

THE LESSEE:

Mr/Mrs

Forename:

Name:

E-mail address:

Address of original residence before moving in:

Mobile phone number:

Nationality:

Date of birth:

Place of birth:

National identification number (or Belgian national register number):

Hereinafter referred to as "*the Lessee*".

If the Lessees are a couple, please complete the following details:

Mr/Mrs

Forename:

Name:

E-mail address:

Address of original residence before moving in:

Mobile phone number:

Nationality:

Date of birth:

Place of birth:

National identification number (or Belgian national register number):

Hereinafter referred to as "*the Lessees*".

THE LESSOR OWNER:

The Limited Liability Company _____,

Business Database No. _____, with its registered office located at _____, e-mail:

lease@rezidentz.com, Tel: _____,

Hereinafter referred to as "*the Lessor*".

1. What is the leased property?

It is furnished accommodation located at

Described as follows:

Unit No.:

2. What is the term of the lease?

..... months and days. The lease shall commence on
----- and expire -----.

On the first day of the rental period, the Lessee(s) may move into the leased property from 18.00. On the last day of the lease term, the Lessee(s) undertake(s) to vacate the leased property by 10.00 at the latest.

Any delay will result in a penalty of € 30 per hour of delay.

2.1. How shall the lease end?

The lease shall be terminated by notice given by either party at least two (2) months before the expiry of the agreed term¹. The notice must therefore be served no later than
-----.

The Lessee(s) shall serve notice on the Lessor online by e-mail; the Lessor shall give notice by e-mail.

2.2. Can the lease be renewed? How do I notify The Lessor of a leave of absence, or notice, or a request for extension?

The parties may extend the lease by mutual agreement for the same term and under the same conditions, without prejudice to the indexation of the rent at the time of renewal, provided that the total term of the lease does not exceed three years.

I simply have to notify the Lessor by e-mail. The Lessor shall give notice by e-mail.

For the avoidance of doubt, each party can choose not to extend the agreement without any justification if it notifies the other party at least 2 months before the end of the agreement.

¹ The period of notice shall commence on the first day of the month following the month in which the notice is given.

2.3. Is it possible to leave earlier?

Yes, I/we² can decide to leave at any time but I/we must give notice of leave (on the [rezidentz] mobile application) at least two (2) months before my/our departure. I/we shall not have to pay any compensation if I/we respect the above.

2.4. Before leaving, do I (or we) need to find a replacement or complete any specific formalities?

I/we do not need to find a replacement, but I/we do need to complete (online, on the [rezidentz] mobile application) the check-out form with a complete photographic report on the leased property. In this document, I/we shall indicate the date and time of departure. The check-out time is 10AM00 at the latest.

Seven (7) working days before the expiry of the agreed term, the Lessee(s) undertakes to pay a fixed sum of € 150 (move-out fee) to cover the costs of cleaning at the end of the lease. This payment must be made to the following account number:
----- with the indication:

2.5. If I (or we) wish to move to another [rezidentz] dwelling, what should I (or we) do?

I/we must submit an online transfer request via the [rezidentz] mobile application. Depending on availability, the current lease shall be terminated and a new lease shall be established, possibly with different conditions (in particular concerning the rent and charges).

This must simply be specified in an email giving notice.

3. What are the applicable legal rules?

This is a short-term lease of a principal residence. The provisions of Chapter II (rules common to residential leases) and Chapter III (lease of principal residence) of Title XI (residential leases) of the Brussels Housing Code shall apply. The Lease is not covered by the Order dated 9 May 2014 on tourist accommodation.³ The Lessee therefore undertakes not to make any unnecessary requests to the Lessor in relation to the services provided in the hotel sector.

Is excluded, any (request for) adaptation or termination of this lease following circumstances unforeseeable at the time of the conclusion of this lease or following a change of circumstances during the life of the lease, even if the execution of the lease would have become excessively onerous for a Party, the Parties having agreed to exclude the application of article 5.74 of the Civil Code.

² The Lessee(s).

³ Published on 17 June 2014 in the Belgian Official Gazette.

By signing this lease, the Lessee(s) undertake(s) to comply with the appended Internal Regulations of the Residence (Appendix 1).

4. Do I (or we) have to register domicile in the premises?

Yes, the Lessee(s) undertakes to take up residence in the residence within the legal period of 8 working days after moving in. To this end, they shall go to the population department of the municipal administration with this Lease and their identity documents.

The Lessor draws the Lessee(s) attention to the fact that the Lessee(s) may be liable to pay taxes (in particular on secondary residences) if the Lessee(s) does not comply with this undertaking. The lessor shall under no circumstances be held liable to pay such taxes or fines as a result, and the Lessee(s) undertakes to reimburse the lessor in such an eventuality.

For the purposes hereof, the Lessee(s) shall elect domicile in the residence.

5. What is the cost of the lease?

5.1. What is the amount of rent and charges?

The (monthly) rent shall be € _____.

The (total) charges shall be € _____ per month and cover Internet subscription, satellite TV, water consumption (cold and hot), heating, electricity, cleaning once a week and fire insurance with waiver of recourse), as well as the sum of €30 for the rental of the furniture. The monthly charges may be adjusted at any time if they are too low or too little in relation to actual consumption. In the event of force majeure (for example if the price of gas or electricity rises unexpectedly and significantly), the fixed amount of charges may also be adjusted, without any frequency requirement.

The total amount to be paid by the Lessee(s) shall therefore be € _____ per month.

This payment must be made by the first of the month to the next account number: _____ with the indication _____.

A direct debit could be signed with a Belgian bank to ensure payment of the rent and charges. This is not mandatory, but very useful.

The Lessee(s) who do/does not pay may be evicted, themselves and their belongings.

5.2. Is this amount indexed?

Every year, on the anniversary date of the Lease, the amount of the total price referred to in Article 4 may be indexed according to the following statutory formula:

$$\text{Newrent} = \frac{\text{Basicrent} * \text{newhealthindex}}{\text{basichealthindex}}$$

For more information, see:

<https://statbel.fgov.be/fr/themes/prix-la-consommation/indice-sante>.

The Lessor will communicate this request for indexing to me in writing, either via its mobile app or by e-mail.

5.3. Must I (or we) pay a full month's rent if my (or our) lease commences or expires during the month?

No. The first and last month's rent is calculated on a pro rata basis according to the number of days of occupancy, using the following formula:

$$\frac{\text{numberofdaysofthemothofarrival/departure} + 1 - \text{dayofarrival/departure}}{\text{numberofdaysofthemothofarrival/departure}} * \text{monthlyrent}$$

5.4. What must I (or we) actually pay before entering into occupation of the premises?

Within a deadline of 1 week (7 days) following the signing of the lease, but no later than 5 days before moving into the premises, it shall be necessary:

- to establish a **lease guarantee** of two months' rent (including the monthly charges), i.e. € _____ (the guarantee shall be one month's rent if the lease is for less than six months but more than three months). The guarantee must be deposited on the following account number: _____ with the indication _____.
- to pay the **first month's rent** and the **monthly charges** (cf. Point 5.1), or € _____;

5.5. How and when do I need to pay?

I have to pay this amount every month in advance, on the 1st of each month by bank transfer.

6. When shall I/we receive my/our keys?

The provision of keys to the Lessee(s) shall be subject to the following conditions:

- establishment of the lease guarantee (Point 5.),
- payment of the first month's rent and the inclusive monthly charges (Point 5).

6.1. Establishment of the rental guarantee:

The Tenant undertakes to establish a rental guarantee, i.e. an amount of € _____, by means of a transfer to the same account used each month to pay the rent. This guarantee may not be used by the Tenant for payment of the rent, but it may be used by The Lessor to cover any debt of the Tenant.

During the move-in, the Lessee and the Lessor will sign a move-in inventory and during the move-out the Lessee and the Lessor will sign the move-out contradictory inventory.

7. Is it possible to delegate the management of my service cheques to [rezidentz]?

Yes, the Lessee(s) can mandate the lessor to manage his/her/their service voucher account with SODEXO in order to ensure the organisation of the cleaning of their studio and common spaces by a domestic help affiliated to the Cheque-Service system, which allows the Lessee(s) to obtain a tax advantage.

The mandate to be signed is attached to this lease (appendix 5).

8. Occupation of the property either alone or as a couple?

On the first page of the lease, the Lessee(s) declare that they wish to live alone or as a couple in the rented property. If they live as a couple, each of them shall state their contact details and sign the lease and the total monthly price will be increased by €75.

The Lessor reserves the right to increase the rental price (referred to in article 5.1) by €250 per month if it finds that the Lessee regularly shares his/her apartment (more than five (5) days per month) with a third party, but didn't inform the Lessor about it. The Lessee undertakes to inform the Lessor if such a situation arises.

9. How are the premises made safe?

The Lessor is concerned about the safety of its Lessees and has had the building fitted with the necessary safety devices and equipment to prevent and extinguish fires, above and beyond the imposed standards and legal requirements in force.

To that end, the building includes the following security features:

- smoke and fire detector,
- manual fire extinguishers.

The Lessee(s) shall be responsible for the proper use of all equipment; the Lessee(s) also undertakes never to behave in a way which is dangerous and/or which may endanger the safety of other lessees in the building and its contents (in both the private and the common parts).

The Lessee(s) waive(s) the exercise of any recourse against the Lessor or its representative for any damage they might suffer as a result of unfortunate events such as fire, water damage or accidents, except in the case of serious wrong or fraud on their part.

Furthermore, in the event of a breakdown or malfunction of the services or devices serving the leased property, which are attributable to Lessor, the Lessee(s) may only take action against the Lessor or its representative if it establishes that, after having been notified, the Lessor or its representative did not within a reasonable time scale take all useful measures to solve the problem.

Finally, the Lessee(s) waive(s) any recourse against the Lessor under Article 1721 of the Civil Code.

10. What should be done in the event of damage, theft or loss (especially of keys)?

In the event of damage to the leased accommodation/furnishings or theft/loss of the leased furnishings including keys, the Lessee(s) shall be obliged to notify the Lessor immediately (on the [rezidentz] mobile application).

The Lessee(s) shall pay if he/she/they are responsible for the damage or if the damage was caused by a third party whom the Lessee brought in, and if the damage was not reported at the end of the lease. Theft and loss are always at the expense of the Lessee(s). The loss of a set of keys (or keyless badge) involves the payment of a fixed amount of €55 to cover the new set of keys.

If the Lessee(s) wish(es) to insure his/her/their personal belongings (e.g. bicycle), he/she/they must take out an individual insurance policy.

11. In case of a problem, is there a maintenance service?

Yes, the Lessee(s) can submit a request for intervention on the [rezidentz] mobile application. On the basis of the information and photographs submitted, the intervention shall either be charged to the Lessee(s) or to the Lessor (cf. Point 12).

12. Which works are my (or our) responsibility and which are the responsibility of Lessor?

As Lessee(s), I/we shall be responsible for repairs to the property, with the exception of those caused by obsolescence or force majeure, and for minor maintenance. Lease repairs and minor maintenance are those designated as such by the use of the premises. The Lessor shall be responsible for all other repairs which may become necessary. The Government has drawn up a non-exhaustive list of repairs and maintenance work which must be carried out by the Lessee or by the Lessor. This list is appended.

13. Can the Lessor require certain works to be carried out during the lease?

Firstly, where urgent repairs are required (so that they cannot be postponed until the end of the lease), the Lessee(s) must tolerate them, even if they inconvenience him/her/them, and even if he/she/they is/are deprived of part of the property for the term of the lease.

Secondly, the Lessor may, during the term of the lease but no more than once per three-year period and after giving the Lessee(s) at least one month's notice by registered mail, carry out any work in the property which is intended to improve its energy performance, under the conditions set out in the Brussels Housing Code. The Lessor undertakes to make its best efforts to carry out the various interventions simultaneously, in order to limit the inconvenience caused to the Lessee(s) as much as possible. In addition, the parties may agree at any time, expressly and at the latest one month before the execution of the works referred to above, that these works shall give rise to an increase in the rent directly related to the expected energy savings of the works carried out, the increase in the rent being proportional to the actual cost of the works and the improvement in energy performance.

14. May I (or we) alter the leased property?

Any work to embellish, improve and/or transform the property may only be carried out by the Lessee(s) with the prior, express and written consent of the Lessor. In any event, the work shall be carried out by the Lessee(s) at his/her/their own expense, risk and peril. The work, improvements and alterations shall be acquired by the Lessor at the expiry of the lease without compensation. The Lessor shall retain the right to demand the restoration of the property, partially or totally, to its original state, at the expense of the Lessee(s).

15. Is it possible to sublet the property or assign my (our) lease?

No. Sub-letting and assignment of the lease are strictly forbidden.

16. Shall I (or we) be informed if the leased property is sold?

In the event that the property is put up for sale by private contract, the Lessor undertakes to notify the Lessee(s) by registered letter or by bailiff's notification of its intention to sell the property (in whole or in part) prior to any public announcement of the sale. It is hereby clarified that the present lease may be assigned by the Lessor, who shall be free to sell the property to the purchaser of their choice. In the event of an assignment of the property, the purchaser shall, from the date of the assignment, be subrogated to all the rights and obligations of the Lessor and the Lessor shall, from the date of the assignment, be released from all obligations under this lease.

17. Does the Lessor have a right to visit?

The Lessor, or their representative in the broadest sense, shall be entitled to visit the property and ensure the proper fulfilment of the obligations of the Lessee(s), or for the purpose of having the property visited by a professional who is to carry out an intervention or a technical inspection of the installations or to conduct visits with potential lessees. For this purpose, the Lessor or their representative shall be entitled to enter the property. However, they must give the Lessee(s) at least 48 hours' notice of their visit (in order to guarantee the privacy of the Lessee(s)).

18. What shall be the consequences if I (we) do not fulfil my (our) obligations?

In the event of a serious breach by the Lessee(s), the Lessor reserves the right to take legal action to terminate the lease to the detriment of the Lessee(s), with all the consequences this may entail for him/her/them.

The following in particular shall be regarded as serious breaches:

- non-payment of two rent instalments, even if not consecutive,
- failure to provide a lease guarantee,
- repeated breaches of the provisions contained in the House Rules,
- repeated disturbances within the residence.

19. In the event of a dispute, who shall be competent?

For any possible dispute relating to the negotiation, formation, interpretation, execution, dissolution of the present contract and its consequences, the Courts of Brussels (more precisely the Justice of the Peace of _____) shall be competent and shall apply Belgian law. The parties shall nevertheless favour mediation and the search for an amicable solution.

20. Must I/we register the lease?

No. The Lessor shall be responsible for registering the lease.

21. Taking note of the annexes

By signing the present contract, the Lessee(s) acknowledges having expressly received the following annexes:

Appendices:

1. Internal Regulations of the Residence ;
2. Appendix to the implementing Decree of the Government of the Brussels-Capital Region introducing an explanatory appendix in application of Article 218, §5 of the Brussels Housing Code ;
3. List of repair costs in the event of damage ;
4. Special mandate for the management of service cheques ;

*

This contract is signed online and everyone has received the text and its appendices on a permanent medium.

By signing, everyone acknowledges having read, understood and accepted the entire agreement.

By signing, the Lessee(s) authorise(s) [rezidentz] to store his/her/their personal data on a secure medium in order to carry out its leased property management task:

- Surname
- Forenames,
- Domicile address,
- E-mail address,
- Bank account number,
- Nationality,
- Date and place of birth.

Done on (date)

in as many original copies (and annexes) as there are parties with separate interests, each acknowledging that they have received their own copy.

The Lessor

Represented under mandate by _____,
with registered offices at _____
registered with the CBE under No. BE _____,
represented by its manager, Mr Appelstein Elie

The Lessee(s)