

INFORMATION PROVISION GOOD RENTAL ACT

Version adopted by the Council for Real Estate (ROZ) in October 2024 and to be added to the ROZ model for residential space 2024. The ROZ notes that the websites referred to are up to date at the time of publication of this document. The ROZ advises users of this document to always check whether the government websites mentioned are still up to date.

Introduction

As of July 1, 2023, the Good Landlord Act will come into effect and the landlord of residential property is obliged to inform the tenant about a number of topics. See this link from the Central Government where all information for the tenant is summarized: <https://www.rijksoverheid.nl/onderwerpen/woning-verhuren/vraag-en-antwoord/nieuwe-regels-voor-verhuurders-en-verhuurbemiddelaars-1-juli-2023> and <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord>.

This document provides information and informs you as a tenant about the rights and obligations of the tenant. In short, this document includes the following:

- the tenant may only use the property as agreed with the landlord;
- the landlord may only enter the property with the tenant's permission, unless there is a legal exception;
- there are different types of rental agreements and that a tenant can sometimes go to the Huurcommissie or the subdistrict court if he has questions;
- the deposit may not exceed twice the monthly rent and what rules there are about refunding the deposit at the end of the lease;
- the contact details the tenant is able to ask questions about the property or report complaints;
- how the service costs are calculated and the tenant must be provided with a full annual cost specification.

Hereby, Lessor [name] provides Tenant [name] with written information about:

1. *The tenant's obligation to use the living or residential space in accordance with what has been agreed in the lease agreement and what the possible consequences are if the living or residential space is used for other purposes:*
For this, the landlord refers the tenant to article 1 of the Lease Agreement and article 1 of the General Provisions.
2. *The fact that the landlord may only enter the living or residential space with the tenant's permission during the term of the lease, unless:*
 1. *there is an urgent emergency situation requiring immediate intervention;*
 2. *urgent work as referred to in Article 220, paragraph 1, of Book 7 of the Civil Code must be carried out on the living or residential space;*
 3. *the landlord, while continuing the lease, wishes to proceed with renovation as referred to in Article 220, paragraph 2, of Book 7 of the Civil Code, to which the tenant has agreed or of which the court has ruled that the landlord has made a reasonable proposal;*
 4. *the landlord must allow something for the benefit of a neighbouring property pursuant to article 56 of Book 5 of the Civil Code;*
 5. *the residential or living space is entered for the purpose of a viewing for sale or new rental as referred to in article 223 of Book 7 of the Civil Code.*
For this purpose, the landlord refers the tenant to article 12 of the General Provisions.

3. *The different types of rental agreements with the relevant rent and rental price protection, the possibilities for annual rent increases and the way in which the tenant can calculate the rent based on the housing valuation system:*
For this, the landlord refers the tenant to the relevant overview on the website of Rijksoverheid.nl. <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/verschillende-soorten-huurcontracten-voor-een-woning>
4. *The obligation for the tenant to contact the landlord in the event of defects in the living or residential space, unless there are minor repairs that the tenant must repair himself, as well as an overview of what can be understood as minor repairs or a reference to a website where such an overview is provided:*
For this purpose, the landlord refers the tenant to Articles 11 and 13 of the General Provisions and/or the relevant overview on the website of Rijksoverheid.nl <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/welke-kosten-zijn-voor-de-huurder-en-welke-voor-de-verhuurder>
5. *An overview of the subjects, including rent, annual rent increase, service costs, rental protection and maintenance, for which the tenant can turn to the Huurcommissie or the subdistrict court or a reference to a website where such an overview is provided:*
For this purpose, the landlord refers the tenant to the relevant overview on the website of Rijksoverheid.nl <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/wanneer-kan-ik-terecht-bij-de-huurcommissie-en-wanneer-bij-de-kantonrechter>
6. *The amount of the applicable security deposit and the manner in which and the terms within which the tenant's claim on the landlord with respect to the security deposit is determined upon termination of the lease:*
For this purpose, the landlord refers the tenant to article 10 of the Lease Agreement and article 21 of the General Provisions. The security deposit must be repaid within two weeks after the end of the lease, unless there is a payment arrears and/or damage. The landlord may then deduct the arrears and/or the costs of repair from the security deposit. The remainder must be repaid within thirty days after the end of the lease. A cost specification must be provided.
7. *The tenant's payment obligation regarding the applicable service charges for which the landlord will provide the tenant with a full cost specification annually:*
For this, the landlord refers the tenant to articles 4, 6 and 7 of the Rental Agreement and to article 17 of the general provisions.
8. *The contact details of the landlord or the property manager for matters concerning the rented property:*
For this, the landlord refers the tenant to the preamble and article 9 of the Rental Agreement.
9. *The contact details of the Municipal Reporting Point, referred to in Article 4 of the Good Landlordship Act, of the municipality in which the rented property is located; Landlord refers to the VNG overview of all currently known municipal reporting points (and municipal rental regulations), via this link:*
<https://vng.nl/sites/default/files/2023-12/wgv-meldpunten-en-verordeningen.pdf>
The details of the Municipal Reporting Point are (if known): [...].
10. *The WWS points count for the living space. A WWS points overview of the rented property will be provided to the tenant as an attachment.*