

Tenants' Manual

tenants' information



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1. Introduction

1.1 Objective

The objective of Vestia Rotterdam Stadswonen, part of the Vestia Groep, is to provide housing for single and two-person households in the municipality of Rotterdam. The target group consists mainly of (international) students attending university and higher vocational training courses at educational institutions in Rotterdam. These terms and conditions for Short Stay are applicable to foreign students or guest lectures or researchers who request housing for a limited period of time (up to a maximum of 12 months).

1.2 Definitions

Landlord

The party mentioned in the tenancy agreement who lets the residential accommodation to the tenant, hereinafter referred to as: the 'landlord'.

Tenant

The natural person who lets a room or apartment from Short Stay Housing Rotterdam, hereinafter referred to as: the 'tenant'.

Let property

The residential accommodation made available to the tenant by Short Stay Housing Rotterdam.

Tenancy agreement

The agreement that the tenant concluded with the landlord with regard to the residential accommodation.

Terms and conditions

These terms and conditions in connection with the use of the let property by the tenant.

Accommodation Manager

The contact person assigned by the landlord who acts as a representative of the landlord, e.g. the Facility Manager or Residence Assistant.

1.3 Vestia Rotterdam Stadswonen and Short Stay Housing Rotterdam

Vestia Rotterdam Stadswonen has put a limited amount of let properties at the disposal of Short Stay Housing Rotterdam (SSHR). SSHR is allowed to provide residential accommodation to foreign students and staff who are in need of temporary accommodation during their study/stay in Rotterdam. This particular group of persons studies at one of the educational institutions in the municipality of Rotterdam or works in the municipality of Rotterdam for a limited period.

1.4 The type of accommodation

In accordance with the objective described above, SSHR focuses on a specific section of the housing market in Rotterdam. In order to meet the needs of this housing market, SSHR supplies a specific type of residential accommodation. SSHR's supply consists mainly of residential accommodation with a wide range of individual and collective facilities.

SSHR offers furnished rooms/apartments/studios that are equipped with as many facilities as possible, such as maintenance, supervision and various cleaning facilities.

In addition to the foreword this Tenants' Manual also includes, the General Short Stay Terms and Conditions and the House Rules and Regulations. All of these various elements form an integral part of the Short Stay Tenancy Agreement. By signing the Short Stay Tenancy Agreement, the tenant also agrees to the General Short Stay Terms and Conditions and the House Rules and Regulations.

2. General Short Stay Terms and Conditions

2.1 General

1. These General Short Stay Terms and Conditions form an integral part of the Short Stay Tenancy Agreement in which they are declared applicable.

2.2 Designated use

1. The let property is intended to serve as accommodation for students attending university and higher vocational training courses at educational institutions in Rotterdam, and for staff working in Rotterdam for a limited period. During the tenancy period the tenant shall use the let property as residential accommodation for himself and keep his main residence there. The tenant acknowledges that if the actual use is contrary to the designated use the tenant is deemed to be in breach of contract vis-à-vis Vestia Rotterdam Stadswonen.
2. Accommodation for a single-person household is intended and fitted for use by a single-person household; if used by multiple persons, the tenant is deemed to be in breach of contract vis-à-vis Vestia Rotterdam Stadswonen.
3. Accommodation for a two-person household is intended and fitted for use by a two-person household; if used differently, the tenant is deemed to be in breach of contract vis-à-vis Vestia Rotterdam Stadswonen.

2.3 Tenants' obligations

1. The tenant shall use and maintain the let property (therefore including any joint and common areas) in accordance with its designated use of residential accommodation as befits a good tenant.
2. The obligation to use and maintain the property as befits a good tenant does not only apply to the let property but also to the immediate vicinity thereof.
3. The joint tenants of a residential building shall jointly bear responsibility for the common areas and facilities.
4. The tenant shall use the let property in accordance with the designated use.
5. Any use other than the designated use is considered usage not befitting a good tenant.
6. If applicable, the tenant must have the relevant residence permits and must be able to show them.
7. During his stay in the Netherlands, the tenant is obliged to have a health and personal liability insurance valid for Europe. In addition, Vestia Rotterdam Stadswonen strongly advises the tenant to conclude a valid fire and theft insurance for the household effects of the tenant present in the let property.

2.4 Availability and acceptance of the let property

1. The accommodation manager shall make the let property available to the tenant on the start date of the tenancy.
2. The let property shall also contain furniture and inventory in accordance with the inventory list. It is not allowed to remove the furniture and/or inventory from the let property.
3. The tenant is allowed to add furnishings and/or furniture to the let property. Added furnishings and/or furniture must be removed before the tenant's departure. If the added items are not removed before the departure date the accommodation manager shall be entitled to remove all the property found in the let property at the tenant's expense. The accommodation manager shall not accept any responsibility for the loss of and/or damage to possessions left behind and removed at the instruction of the accommodation manager.
4. The tenant is deemed to have accepted the let property including the key(s) in a good state in conformity with the description of the let property (including the inventory list), except to the extent that the tenant reported defects with regard to the good state of the let property in writing within seven calendar days after the commencement of the tenancy.
5. The landlord is not obliged to offer the tenant alternative accommodation if the latter is not satisfied after having moved in.

2.5 Rent and service charges

1. The payable rent consists of the basic rent and compensation for additional supplies and services (service charges) such as gas, electricity, water, maintenance, laundry facilities, supervision and various cleaning facilities.
2. If the accommodation manager wishes to alter one or more of the supplies and/or services agreed to be included in the package, or wishes to extend the package with one or more supplies and/or services, or wishes to change the method used to calculate the payment of one or more of the supplies and/or services, the tenant shall agree to this in advance.

2.6 Deposit

1. No interest shall be paid over the deposit sum.
2. The tenant cannot claim settlement of any sum whatsoever with the deposit.
3. If the deposit has been used then the tenant shall supplement the deposit up to the full amount.
4. Only when all outstanding invoices have been paid and all keys have been handed over shall the deposit be refunded.
5. Any additional transaction costs in connection with the remittance of the refund of the deposit by are borne by the tenant.

2.7 Payment

1. The tenant pays the payable rent for the let property in full and in advance prior to the first of the month through remittance of the payable amount to bank account number 28.50.47.558 at the Bank Nederlandse Gemeenten in The Hague in the name of Vestia Rotterdam Stadswonen (IBAN code: NL81BNGHo285047558 - Swift code: BNGHNL2G). Payment of the rent is also possible at the office of Vestia Rotterdam Stadswonen (unless indicated otherwise by Vestia Rotterdam Stadswonen). The options available at the office are payment by Visa/Maestro credit card or by bank card; cash payments are not accepted.
2. Any additional transaction costs in connection with the remittance of payments are borne by the tenant.
3. In case of a bank transfer, the date appearing on the bank account of Vestia Rotterdam Stadswonen shall be decisive.
4. As from the first day of the month the tenant shall be in default with regard to the relevant instalment. In that case the tenant shall forfeit an immediately claimable penalty of € 10.00 to Vestia Rotterdam Stadswonen as a result of the mere expiry of this term and without further notice of default being required. If the tenant continues to be in default, this shall result in judicial collection without further notice of default being required.
5. With regard to the rent payment the tenant shall not rely on any setoff, except in cases where the court authorises him to do so.
6. If the tenant does not comply with his financial obligations then his rent arrears shall be communicated to the educational institution in question.

2.8 Internet

1. For more information about the internet visit www.kennisglas.nl.
2. For more information about the internet in the F-building visit www.erna.nl/english/erna.

2.9 Taxes and other levies

1. Unless not permitted by or pursuant to the law or the provisions set forth in these terms and conditions, the following costs shall be borne by the tenant, even if Vestia Rotterdam Stadswonen is assessed:
 - a. the water board or polder charges in respect of the actual use of the let property and the actual joint use of the service areas, general and common areas.
 - b. environmental levies, including surface water pollution levy and water purification charges.
 - c. betterment levy or taxes or levies relating to this, in full or a proportional part thereof, if and to the extent that the tenant profits from this, based on which the assessment or levy is imposed.

- d. other current or future taxes, environmental protection contributions, charges, levies and dues:
 - with regard to the actual use of the let property;
 - with regard to the tenant's goods;
 - that which would not have been partially or wholly levied or imposed if the let property would not have been made available to tenant.
2. If the levies, taxes, dues or other charges to be borne by the tenant are collected from Vestia Rotterdam Stadswonen, then these amounts shall on demand of Vestia Rotterdam Stadswonen be paid to Vestia Rotterdam Stadswonen by the tenant.

2.10 Principal place of residence

1. As from the date of commencement of the rent all announcements made by Vestia Rotterdam Stadswonen to the tenant in connection with the execution of this tenancy agreement shall be sent to the address of the let property, which is considered the principal place of residence of the tenant. If the let property is no longer the principal place of residence of the tenant then the tenant is obliged to forthwith inform Vestia Rotterdam Stadswonen accordingly in writing stating his new principal place of residence. If the tenant leaves the let property without giving Vestia Rotterdam Stadswonen notice of his new principal place of residence then the address of the let property shall remain the tenant's principal place of residence.

2.11 Alternative housing accommodation and compensation

1. At the termination of the Short Stay Tenancy Agreement the tenant cannot claim alternative residential accommodation, compensation for the removal and furnishing costs or any other reimbursement or compensation from Vestia Rotterdam Stadswonen.

2.12 Painting

1. The tenant is not allowed to paint the wallpaper.
2. The tenant is not allowed to paint or to otherwise alter the woodwork, doors, skirting boards, facing brickwork walls and ceilings in his residential accommodation including the joint and common areas or the fixtures and fittings that are the property of Vestia Rotterdam Stadswonen. If this prohibition is transgressed, the accommodation manager shall be authorised to have all these items returned to their original state at the expense of the tenant(s) concerned.

2.13 Maintenance, repairs and alterations of or to the let property

1. In case of technical or maintenance problems and maintenance or repairs of or to the common areas and facilities the tenant can turn to the accommodation manager.
2. All repairs required as a result of gross negligence, carelessness or rough living on the part of the tenant or persons permitted onto the premises by the tenant shall be charged to the tenant. It is noted that carelessness is understood to also comprise leaving the access door to the residential building or the bicycle shed open, or arbitrarily opening the door to unknown persons.
3. The tenant shall at the request of the accommodation manager give the latter the opportunity to inspect the let property on technical and other defects.
4. The tenant shall tolerate all the necessary maintenance and repair works to be carried out on and to the let property or adjacent residential accommodations as also on and to the central facilities thereof.
5. The tenant shall allow parties who are to carry out a check or maintenance work on behalf and on the instruction of the accommodation manager access to the let property after they have shown proof of identity.
6. Said work takes place, after prior notice, on working days between 08.00 and 18.00, however with the exception of urgent instances.
7. The tenant is not entitled to reduction of the rent or compensation as a result of the work being carried out, unless the work takes longer than forty calendar days.

2.14 Damage to the let property and liability

1. The tenant is liable for damages that are inflicted on the let property, which is understood to include the exterior, resulting from a failure on the part of the tenant to comply with an obligation by virtue of the tenancy agreement. All damages are deemed to have been caused accordingly. The tenant is liable vis-à-vis the landlord for the conduct of those who use the let property through the tenant or who are present there through the tenant, as if it regarded the personal conduct of the tenant. The let property is deemed to, however exclusively for the purpose of this article, also comprise the pipes, cables and tubes that are situated in the ground pertaining to the let property.
2. Vestia Rotterdam Stadswonen shall not be liable for the consequences (defect or damages) of visible or invisible defects to the let property or to the inventory and facilities present in the same, however it shall be liable for damages resulting from a defect.

2.15 Work carried out by the tenant

The tenant shall not make any alterations to the let property or the corresponding facilities.

2.16 Subletting and guest stay

1. The tenant is not allowed to sublet the let property to another person or to put the let property at the disposal of another person.
2. The tenant is responsible for ensuring that a guest does not act in a manner contrary to any clause set forth in the Short Stay General Terms and Conditions, the Short Stay Tenancy Agreement and the Housing Rules and Regulations.
3. The let property is designated for private use only: a guest is not allowed to lodge or reside in the residential accommodation.

2.17 Internal move

1. The tenant is not allowed to move within a residential building or to another building without the approval in writing of the landlord.
2. The tenant may request to move to another accommodation of Short Stay Housing Rotterdam. Requests can be made by email: shortstaystadswonen@vestia.nl.
3. Each request is assessed individually and is subject to availability.
4. When a request results in alternative accommodation, an administrative fee shall be charged by Short Stay Housing Rotterdam.

2.18 Termination of the tenancy

1. Tenants of Short Stay Housing Rotterdam are offered a tenancy agreement for a fixed and limited period of time, not exceeding a maximum period of twelve months. The fixed and limited period of time is stated and prescribed in the Terms and Conditions of Short Stay Housing Rotterdam.
2. A Tenancy Agreement can only be terminated before the end of the term in case of;
 - a. an accident; or
 - b. death (of first/second degree family members); or
 - c. sickness; or
 - d. obligatory cancellation of the course.
3. In order to apply for the option as intended in article 2.18 paragraph 2, written notice must be given in consideration of a minimum notice period of one month. A claim for cancellation is assessed on a case by case basis.
4. Once the Tenancy Agreement has been terminated, it shall no longer be possible to re-apply for residential accommodation with Short Stay Housing Rotterdam.

2.19 Giving possession of the let property upon termination of the tenancy

1. At the end of the tenancy agreement the tenant is held to give possession of the let property including the joint and common areas and facilities, if any, to the accommodation manager, upon restitution of the key(s) and clean in the state in which he received the let property in conformity with the description of the let property (including the inventory list), barring to the extent that there would be question of normal wear and tear, which shall be at the expense and risk of the landlord.
2. Before the end of the tenancy agreement the tenant and accommodation manager shall jointly inspect the let property. The tenant shall give the accommodation manager the opportunity to do this. On that occasion or those occasions an inspection report shall be drawn up in which it shall be established what repairs must be carried out by and at the expense of the tenant before the end of the tenancy agreement, as well as the estimated costs of repair or replacement. Both parties receive a copy of the inspection report.
3. The tenant must vacate the let property before the date and time that are stated in the tenancy agreement under 'Date of Termination'.
4. If at the end of the tenancy agreement the tenant does not comply with his obligation concerning repair, cleaning and possible removal of additions, the accommodation manager shall be authorised to carry out or have carried out all thus required work at the expense of the tenant, where the tenant hereby already commits to pay for these costs. Other damages occurring as a result of negligence on the part of the tenant shall also be at his expense.
5. If at the end of the tenancy agreement the tenant leaves behind additional goods in the let property, the accommodation manager shall be authorised to remove these goods, without the accommodation manager being bound by any retention obligation. All costs of removal of the goods shall be at the expense of the tenant.

2.20 Costs as a result of tenant's default

1. If the tenant is in default and fails to comply with any obligation that in pursuance of the law and/or the tenancy agreement is vested in the same and if the accommodation manager must therefore take judicial and/or extrajudicial measures, all costs deriving there from shall be at the expense of the tenant.
2. Extrajudicial collection costs payable to the landlord by the tenant in pursuance of this article are due and payable as from the moment that the accommodation manager delivers the claim to the tenant.

2.21 Transfer of rights and obligations

In case of a transfer of the let property and the establishment or transfer of an independent right of usufruct, right of leasehold or right of superficies on the let property the landlord shall ensure that its legal successor(s) is (are) bound by all provisions of this tenancy agreement. In the course of which the landlord must equally stipulate that its legal successor(s) shall also impose this obligation on their respective possible legal successor(s).

2.22 Designated court and choice of law

Any dispute that might arise in connection with this agreement, or any further agreements relating to it, shall exclusively be brought to the cognisance of the Sub-district Division of the District Court in Rotterdam and shall be governed by Dutch law.

3. House rules and regulations

3.1 General

1. In the event the provisions of the Short Stay Tenancy Agreement and/or the General Short Stay Terms and Conditions of the Short Stay Tenancy Agreement and/or the Housing Rules and Regulations are violated, the tenant shall forfeit an immediately claimable penalty up to a maximum of € 100.00 for each and every violation to the landlord.

3.2 Tenant's obligations

The tenant shall maintain the let property as befits a good tenant and in accordance with its designated use. In particular, each tenant shall be obliged to:

1. Keep the let property clean in all respects and to submit to regular checks to be made with regard to the cleanliness in his/her room and in the common areas by the municipal medical and health services, by the accommodation manager.
2. Inform the other residents and the accommodation manager immediately of any damage detected by the tenant in or to the residential building.
3. Inform the other residents and the accommodation manager immediately of any source of danger detected by tenant.
4. Ensure that safety is observed in the residential building and that the presence of fire-prevention facilities, fire alarms and fire-extinguishing equipment are kept in a state of readiness.
5. Close the door after entering and leaving the residential building.
6. Park bicycles, mopeds, motorbikes and cars and suchlike at the thereto designated allocated spaces or places.

3.3 Prohibitory clauses

Tenants are not allowed to:

1. Keep animals in their rooms or in the common areas.
2. Smoke in rooms that are labelled 'non-smoking' by Short Stay Housing Rotterdam and/or smoke in the joint and common areas, if any, of the building.
3. Store, keep or have available flammable, explosive or otherwise dangerous substances in the residential buildings or student houses.
4. Make improper use of the fire extinguishing equipment and the fire prevention facilities in the residential building.
5. Put goods of whatever nature on the stairs, in the stairwells, corridors, galleries, and other emergency exits, regardless as to whether they are located in the residential unit.
6. Store or put away unused or unusable furniture and/or means of transport in or near the residential building or the balconies.
7. Place bicycles in the rooms.
8. Disturb other tenants or cause damage to other tenants' belongings.

The landlord shall be entitled to terminate the Short Stay Tenancy Agreement with immediate effect and without any warning or notice of default being required in instances of, among other things, abuse of other tenant(s) and/or employees of the landlord, the use of drugs, public drunkenness, mechanical noise nuisance after 8 p.m., acts that are in breach of the Dutch Criminal Code (Wetboek van Strafrecht), occupation by a third party (subletting).

3.4 Residential Rules

1. The Residential Rules of a building (only where applicable) are considered to form an addition to the General Terms and Conditions that form an integral part of the Tenancy Agreement. The Rules are always part of the tenants' information and/or are distinctly published within the building.

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September 2011 / 19672