

## The following details are a summary of the most important parts of the Belgium rental law. They are applicable on every rental contract in Belgium

### 1. Contract modulations

- **Short Term Lease (≤ 3 years):** If the lease is for 3-years or less, it will end only if one of both parties sent a written notice by registered mail at least 3 months before the end. The lease cannot be stopped before the end-date specified in the Contract. The lease can only be prolonged once, by a written document, and according to the same conditions. In that case, the total duration of the lease cannot exceed 3 years.
- **Long Term Lease (9 years):** If it is a 9-year lease, the lessee will have the right to break the present lease at any time by means of a written notice sent by registered mail to the lessor at least three months before the end, and the lessee will have to pay three months, two months or one month penalty depending on the end of the lease contract will be broken in the first, second or third year.

### 2. Rent Payment

The letting is agreed and accepted on the basis of an initial monthly rent, to be paid by standing order, monthly in advance into the bank account number in the name of the Lessor. The rent will be raised with the provisions or standing charges as a part of the common charges and consumptions.

### 3. Indexation of the rent

The amount of the rent is linked to the Cost of Living Index, as published monthly by the Ministry of Economic Affairs. Once a year, on the anniversary date of the lease, a proportional adjustment of the rent will be applied automatically and without prior notification, based on the cost of living index of the month preceding the annual due date according to the following formula :

$$\frac{\text{Basic Rent} \times \text{New Index}}{\text{Basic Index}}$$

The new index is the index of the month preceding the anniversary date of the lease. The basic index is the index of the month preceding the month during which the agreement is signed.

### 4. Common Charges and Private Use

The lessee has to pay the provision for common charges at the same time as the monthly rent is paid. Once a year the Lessor will provide the Lessee an overview of the real costs and calculate the difference with the already paid provisions. This difference will be paid immediately. There will be a yearly indexation on the standing charges.

All individual charges relating to the demised premises will be borne by the lessee, such as the subscription to distribution of water, electricity, gas, telephone, fax and others, as well as the expenses relating thereto such as the costs of connection, consumption, provision and letting of meters.

### 5. Bank Guarantee

In order to guarantee the fulfilment of all his obligations, the lessee will take out a guarantee in favour of the lessor, prior to the signing of the lease agreement. This guarantee

will be established by a bank approved by the lessor. Under no circumstances is the allowed to offer or use the guarantee in all or in part, as payment of rent or any other contractual debts. This guarantee will be released at the end of the lease, after the lessee has justified the complete fulfilment of all the obligations incumbent upon him and after clearing of all accounts between the parties.

This guarantee will be in one of the following forms, according to the Special Conditions:

- **Blocked bank account:**

The guarantee will be blocked on an account at the name of the lessee and will equal to two months' rent. The interest on this amount is for the Lessee and the Lessor has the possibility to use the total amount or a part of it, for every debt-recovery with the lessee.

- **Bank guarantee:**

The lessee gives to the lessor a guarantee of 3 months with a bank established in Belgium. With an agreement between the lessee and lessor this bank will pay to the Lessor the amount still indebted by the Lessee.

## 6. Insurance

The lessee will insure, during the whole lease, at his own expense, the furniture and furnishings at least against fire, explosion, water-damage and broken windows. These insurance policies will be taken out with insurance companies that are accepted by the landlord, and for sufficient amounts. The policies will stipulate that the insurance cover can only cease to be effective, for whatever reason, by means of a one-month's notice given to the lessor. The lessee will give a copy of these policies to the lessor within thirty days of the commencement date of the latter.

The lessee undertakes to use the demised premises as a good father should and to maintain them in a good state of repair, during the lease term.

## 7. Incoming and outgoing survey

Both parties agree that a detailed Entrance inventories is established at shared cost before the lessee occupies the premises. Both parties assign an independent expert as assessor for this mission. This assessor will establish the Exit Inventories after the premises have been totally emptied by the lessee on the last day of the present lease. The lessee could change the assessor and take his own assessor and that 15 days before the Exit Inventories.

## 8. Choice of Domicile

For the purposes of the present lease, the lessee chooses the address of the demised premises as domicile. The lessee is obliged to inform the lessor of any changes in the civil status and of any change of address of persons related to this lease. If he does not inform the lessor immediately of the changes, he will support the responsibility of the consequences.

## 9. Use of the apartment

It is expressly stated that, should the lessee use part or whole of the premises for professional purposes, all additional taxes will be supported by the lessee.

## **10. Entrance to the apartment**

Before the keys can be handed over, the tenant needs to display the *proof of payment First month rent*, *proof of bank guarantee* and the *proof of the Insurance*. Without these documents the tenant cannot enter the apartment.

When the proofs of these documents are not handed over within 7 days after the starting day of the contract, the contract will be invalid and the apartment will be put back for rent. All the indemnities for breaking the contract have to be paid by the tenant to the landlord of the apartment.

## **11. Moving out of the apartment**

When moving out, the tenant needs to make the whole apartment empty and clean. In the opposite case this will be done by the landlord or a cleaning company but at the expense of the tenant. The tenant needs to fill the holes in the walls with a filler when leaving the apartment. The tenant may not close down the public utilities (close down electricity or water meter), but he will transfer it to the new tenant or the landlord. In the opposite case the reconnection of these utilities will be for the account of the leaving tenant.

The filter of the extractor needs to be cleaned and/or replaced. Also the boiler needs to be decalcified. A proof that this is executed needs to be shown at the end of the lease. The curtains need to be cleaned by a professional company.

At the outgoing survey all the keys, copies of keys and remote controls need to be returned to the landlord or the expert who is mandated by the landlord to except the keys. When the cylinder has been changed, the safety card needs to be returned to the landlord, if not the cylinder needs to be replaced and paid by the leaving tenant.