



# General rental conditions

Independent Living Space

# Definitions

The legal definition:	This means:
<b>The rented property</b>	Your home and the items that go with it. For example balcony, garden and shed
<b>Landlord</b>	That's us: Domijn
<b>Tenant</b>	That's you

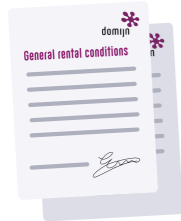


# Contents

Article 1: This is how you comply with these conditions and your rental agreement	4
Article 2: If you rent the property with others	5
Article 3: How to use the property	6
Article 4: How to pay service charges and costs, such as for gas, water and electricity	7
Article 5: How to choose your energy supplier	10
Article 6: What our obligations are	11
Article 7: What your obligations are	13
Article 8: How you use the property	16
Article 9: How to prevent nuisance	21
Article 10: If you want someone else to use the property	24
Article 11: You are liable for	26
Article 12: When we can inspect the property	27
Article 13: How we carry out works	28
Article 14: If you want to change something about the property yourself	31
Article 15: How to terminate your rental	35
Article 16: How to leave the property	37
Article 17: What else is important	39
Article 18: Solar panels and malfunction	40
Questions	42

## Article 1

# This is how you comply with these conditions and your rental agreement



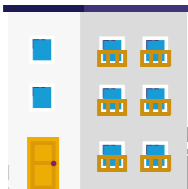
### 1.1 These conditions are part of your rental agreement

Does your rental agreement contradict these conditions? Then what is stated in the rental agreement applies. And not what is stated in these general rental conditions. The rental agreement therefore takes precedence over the general conditions.



### 1.2 Price exceptions can be agreed in special cases

It's possible if we agree on it together. We can make an appointment to discuss it. We can then record it (in writing) in the rental agreement, a letter or email. Any deviating agreement recorded in a letter or email will be added as an appendix to the rental agreement. This agreement then becomes part of the rental agreement.



### 1.3 If your property is part of an apartment complex, additional rules apply

The rules are contained in the following documents and papers:

- The deed of division and the division regulations: These documents contain the agreements and rules of the Owners' Association (VvE);
- The internal rules and regulations;
- Decisions taken by the VvE. Are decisions being made in the VvE that you should be aware of? We will keep you posted when this occurs.

These documents will be attached to the rental agreement. This will ensure you can always read the rules and agreements and know what you have to adhere to.



## Article 2

# If you rent the property together with others



### 2.1 All tenants have equal rights to the property

The rental agreement states who the tenants of the property are. Does the rental agreement have more than one tenant listed on it? These tenants are then all jointly and severally liable (see Article 2.2) for all agreements in the rental agreement, these general rental conditions and all other agreements. This means if one tenant does not adhere to the agreements, the other tenant can also be held responsible.



### 2.2 Each tenant is responsible for paying all charges

This means we can ask one (1) tenant to pay all costs. Tenants then decide between themselves how they divide the costs among themselves. This is called joint and several liability. Is our rental agreement with one of the tenant(s) ending? Then the total costs for your property remain the same. The tenant(s) who continue to live in the rented property will pay the costs.



### 2.3 Termination of the rental agreement by more than one (1) tenant

If you wish to terminate the rental agreement, all/both tenants must terminate the rental agreement separately. Each tenant must then terminate the rental agreement themselves. Termination by one (1) of the tenants is only possible if we agree in writing (by email or letter) to the termination of only one (1) tenant.

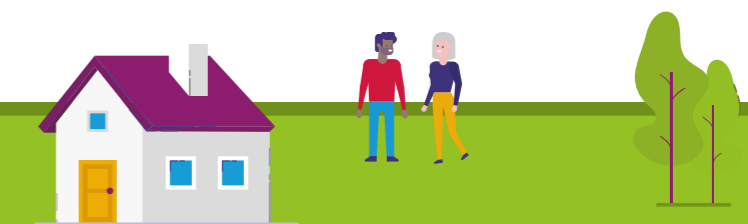


### 2.4 Please let us know as soon as possible if your situation changes

Do this in any case if:

- You are getting married or entering into a registered partnership.
- You are going to live with your partner.
- Someone comes to live with you.
- Your partner or a co-tenant leaves the property.
- Your partner or a co-tenant dies.
- You are getting divorced.

We will then let you know what this means for your rental situation. If you want someone to move in with you, we will tell you whether this is permitted.



## How to use the property



### 3.1 You may use the property from the effective date of the rental agreement

The start date is stated in the rental agreement. If the property has not been vacated by the previous tenant on the effective date, we will take all possible and reasonable measures to limit further delays to the delivery. Domijn is not liable for any damage that may occur to you as a result.



### 3.2 You accept the property as stated on the delivery form

This description shows what the property will look like at the time you accept the property. It also includes a list of the facilities the property has. You will receive this description when you sign the rental agreement. By signing, you also accept the description. In any case, the property will be delivered to you in good condition and without defects unless otherwise stated in the description.



### 3.3 Takeover of belongings or changes

Perhaps you are taking over belongings or changes from the previous tenant. In this case we will draw up a takeover declaration. This is created digitally (via an app). This states exactly what you are taking over from the previous tenant and the agreements we have made about what you have taken over. The digital takeover declaration forms a part of the rental agreement. You may also need our permission to take over certain additions and/or changes. You can read more about this in Articles 14.9 and 16.4 of the rental conditions.

## How to pay service charges and costs, such as for gas, water and electricity



### 4.1 You pay an advance payment for service costs and gas, water and electricity every month

This is also stated in the rental agreement. You will contribute to the costs of common areas in the building. You will also contribute towards items and services we provide to you. This includes costs for electricity consumption of the elevator, complex management, clean-up costs and cleaning costs (in the common areas). These are called service costs. You will pay an advance payment for the service costs every month.

This will be an estimate of the costs. We shall carry out an annual review to determine whether the advance payment for the coming year still matches the costs we expect. We do not pay interest on advances received and costs paid.

#### Gas, water and electricity

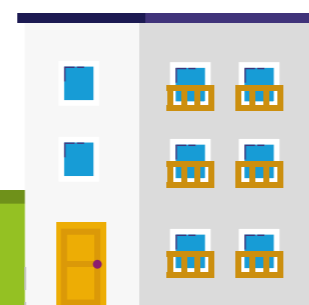
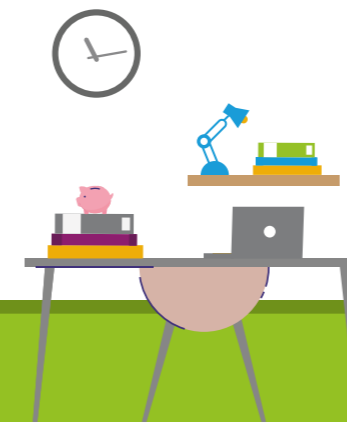
You pay the costs for energy, such as gas, water and electricity, for your own property yourself. We call these utilities. You usually have a meter for this in your property. We call this an individual meter. What if you do not have an individual meter? The costs for the energy (such as gas, water and electricity) supplied to you are included in the service costs and you will therefore pay an advance payment to us for these costs.

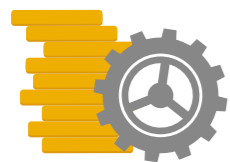


### 4.2 You will receive a final statement of these costs every year

The final statement is an overview of all costs incurred. It shows how much you should have paid for service costs that year. We will offset this against the costs that have actually been incurred.

What if you have paid too much? We will refund the difference to you. And if you paid too little? Then you will pay us the difference. This does not apply if you pay the costs for a fund that we have established. Examples of this are the glass fund and the unblocking fund. The settlement is then the same as the advance payment.





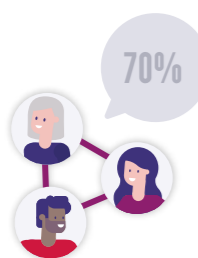
### 4.3 We may and can change the advance payment

We always do this within the limits of the rental agreement and the law. If it turns out that the agreed advance payment amount is too low or too high, we will determine a new advance payment amount. This new amount will take effect from the month after you receive the final statement from us (see Article 4.2). You then pay the new amount as an advance payment for service costs, as well as costs for gas, water and electricity, for example.



### 4.4 We may change the items and services we provide

The rental agreement specifies which items and services we provide to you. Sometimes it may be necessary to change something. This concerns items or services that we can only provide to a number of tenants together. For example, cleaning and tidying up common areas or installing communal solar panels. We will then send you a letter or email about this. We will coordinate our proposal with the residents' committee/tenants' organisation to ensure the interests of the tenants and our interests are considered properly. The advance payment amount (Article 4.3) can also be changed.



### 4.5 Changes in the delivery of items and services to tenants jointly

If we provide items and/or services jointly to tenants, and if 70% of the tenants concerned agree to the proposed change, we will inform you of this by letter or email. The new agreements will therefore also apply to you, unless you go to court within eight (8) weeks of this letter or email in order to request a decision on the reasonableness of the proposed change. This is possible if you believe you are being unfairly disadvantaged by the change. You cannot go to court if you have agreed to the change yourself.



### 4.6 You may ask us to change the items and services we provide

We usually agree to this if:

- your interest is great enough to implement the change, and
- the change does not unreasonably harm our interests, and
- the change concerns items and services that we can only provide to a number of tenants together and more than 70% of these tenants have agreed to the change.



### 4.7 There are levies, taxes or other charges that we pay to the government. If these costs are actually for you, then you must reimburse us for these costs as soon as we ask you to do so.

For example:

- the waste disposal tax and water authority charges, as far as these relate to the actual use of the property and communal areas;
- environmental levies, such as sewage charges and surface water pollution charges, contribution to wastewater purification costs and/or assessments or levies based on any environmental law.

## How to choose your energy supplier



### 5.1 You must choose your energy supplier yourself

If the agreement does not state that we will supply gas, water or electricity, you are obliged to conclude an energy agreement with an energy supplier yourself. You do this from the moment the rental agreement starts. You must adhere to the agreements you make with the energy supplier and grid operator.

You must pay the bills from the energy supplier or grid operator yourself. We are not liable for this.



### 5.2 You must enter into an agreement with the supplier of district heating or other collective heat supply

We call this sustainably certified heat. This only applies if, for example, district heating, block heating or a WKO installation is available for your property. And if your property does not have a gas connection.

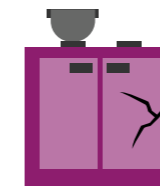


## What our obligations are



### 6.1 We will take measures against our tenants who cause nuisance

We try to ensure you can live in your property in peace and quiet. We do this in collaboration with you. If you are experiencing nuisance from a property belonging to another tenant of ours, please first try to speak to the tenant causing the nuisance yourself. Describe the problem and try to find a solution. And if you can't work it out together right away, you can call in Neighbourhood Mediation [Buurtbemiddeling]. What if this doesn't solve the nuisance? If there is no way to contact the tenant about the nuisance, please contact us. We will then consult with you and the person causing the nuisance and, where possible and to the extent that this can be expected of us, respond appropriately. Please note: ambient noise is often not considered nuisance. And we are not responsible for any nuisance caused by anyone other than our own tenants and/or for any nuisance that occurs outside our rental properties, such as on the street or in the shop. There's not much we can do about that.



### 6.2 We will repair defects in your property if you ask us to do so

If there is a defect, you must always report this to us as soon as possible. We will then come and take a look and have the defect repaired.

We won't have to do that in these situations:

- If the defect was caused by you.
- Small and simple repairs that are at your expense. See Article 7.9.
- If it is impossible to repair the defect.
- If the repair is too expensive. Or if it is unreasonable to request repair or replacement.
- If the defect is not our responsibility according to the law, rental agreement or usage. For example, in the event of nuisance caused by heavy traffic in your street and/or children playing and throwing a ball through the window.
- If a change you have made yourself and for which you are responsible (see Article 14) goes wrong.

We always explain this to you.





### 6.3 You can ask us for compensation for the damage in the following cases

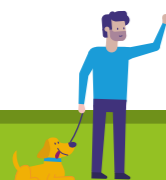
- The damage is caused by a defect that already existed when you signed the rental agreement and we were already aware of the defect or we should have been aware of it.
- The defect arose through our fault after the commencement of the rental agreement and is attributable to us.

We are not responsible for all other cases of damage due to a problem with the property, the building, or items we have supplied to you.



### 6.4 You must take out your own home contents insurance

For example, we are not liable for damage to your floor covering or furniture due to a leak or fire. We are only liable in the situation stated in Article 6.3. Home contents insurance means the insurer pays (part of) the costs for replacement or repair. If you do not have home contents insurance, you will have to pay for this yourself.



## Article 7

## What your obligations are



### 7.1 You pay us an amount in advance every month via direct debit

This amount consists of the rent and service costs. It may include heating costs and energy costs, such as gas, water and electricity (see Article 4.1). You pay the amount before the first of the month unless we have agreed otherwise in writing.

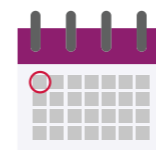
For example: you pay the rent and service charges for the month of May before 1 May.

You pay by direct debit. You can only pay in a different way if we have agreed on this in writing. For example, we can agree that you transfer the amount yourself every month.



### 7.2 Are you struggling to pay the rent in full or on time?

Domijn can then charge you the outstanding rent + the statutory interest on the amount you have not paid on time. You pay this interest from the first day that you have not paid on time. We can also engage a bailiff. You will pay the collection costs for this. The amount depends on your situation according to the Decree on compensation for extrajudicial collection costs.



### 7.3 If you have authorised us to debit the amount from your account every month

Then you must make sure there is enough money in your account on the first working day of the month.



### 7.4 If you cause damage/defects to the property yourself

You must also pay for any damage to the property that is your fault or is your responsibility.



### 7.5 You give Domijn access to the rented property in the event of an emergency or calamity

This could include a leak in your neighbour's house or a gas leak that we cannot fix without entering your property.



## 7.6 You must always report any (imminent) damage to the property to us immediately

This would usually involve damage caused by fire, storm, water or frost. Is there any damage? Or do you think that damage could occur soon? Or is there a defect to the property that could cause damage? Please let us know as soon as possible by telephone, letter or email.

Have you not reported defects and/or (imminent) damage to us in good time? Then this may cause even more damage to your property and you may have to pay for the damage and the costs of the repairs yourself. You must also pay the costs of any damage to the property caused by your own fault.



## 7.7 You must keep your garden, balcony and common areas clear and tidy

By common areas we mean the areas you share with other tenants. For example, the stairwell, elevator and outdoor areas.

You design your garden, maintain it and only use it as an ornamental or vegetable garden. The access path from the public road to the front door of the property must always be sufficiently flat and free of (overgrown) vegetation. You may not use the garden, including paths and any side and back paths, as a parking space.

You may not use your garden (including paths, back paths), balcony or common areas to store belongings that do not belong there. This includes for example, trailers, vehicles or vessels, merchandise, waste, furniture or rubbish bags. You are also not allowed to place polluting white goods and electrical appliances (such as refrigerators, freezers), waste or other belongings here; and you are also not allowed to place bicycles, scooters, mobility scooters, etc. in the garden, porch, on the balcony or gallery. Are you planting shrubs or trees, or do you want to install a fence and/or gate? You must first discuss this with us and your neighbours before you start. You must also follow the rules of the municipality.



## 7.8 Do you live in a building with shared corridors and/or galleries?

Then you must keep these corridors and/or galleries free and clean. You may not place bicycles, vehicles, vessels or other things in these corridors and/or galleries. In particular, the placing of mobility scooters and electric bicycles in the corridors and galleries is prohibited.



## 7.9 You do and pay for minor repairs yourself

And you adhere to the Minor Repairs Decree.

The government makes this decision. This means you carry out or have minor repairs to your property or garden carried out properly. You adhere strictly to the rules and instructions of professionals. Perhaps you also have a ThuisPlus Package from Domijn. The appendix to the rental agreement and/or the information folder contains agreements about minor repairs and the associated costs if we carry out these repairs.

## How you use the property



### 8.1 You must maintain and use the property as a good tenant

You must do this as we would expect from a good tenant. This is further explained in Articles 8.2 to 8.18.



### 8.2 You must live in your rented property yourself. Your rented property is your primary residence

This means you actually live in the property, are registered with the municipality as living there, and do not have another property in which you live for extended periods of time. It also means you must not allow anyone else to live in the property. Allowing someone else to live in the property is only permitted if we have given permission for this in a letter or email (see Article 10). We will inspect your property if there is a clear suspicion that you are not adhering to this. If you are not adhering to these agreements, then you will then be liable to pay us a fine as stated in the rental agreement.



### 8.3 You have an owner-occupancy obligation

What will happen if we hear you are no longer living in your property and that it is not your main residence? Or that you are living somewhere else for extended periods of time? We will then expect you to explain what the situation is to us and to demonstrate that the property is still your main residence. You must provide facts and circumstances that show our suspicions are incorrect. If we have a justified suspicion that you are no longer living in the property and we have proof of this, we can also ask the municipality or police to investigate your main residence. What happens if we have determined you no longer live in your property? You will have to cancel the rental agreement. If you do not do this, we will ask the court to terminate the rental agreement and order your eviction from the property. We can then allocate the property to someone else looking for a property.



### 8.4 You must register with the Personal Records Database (Basisregistratie Personen (BRP)) of the municipality

You will remain registered at this address as long as you rent the property from us. When the rental ends you must deregister.



### 8.5 You must not use the attic as a living space without our permission

The attic may only be used as a living space/bedroom after we have given written permission and if it has been established that this is permitted under laws and regulations and other (safety) requirements (such as insurance conditions). You must not change the construction of the attic. We may attach conditions to the consent. This includes such things as installation of a fixed staircase, specific standing height, daylight admission, ventilation and fire safety requirements, all in accordance with applicable laws and regulations.



### 8.6 Cellars are not living spaces

Cellars are also not rented out as living space unless your rental agreement expressly states otherwise. You are aware that cellars can be damp and/or wet during wet periods (especially in old properties). You are also aware that it is unwise to store belongings that can spoil or valuable belongings in a basement. Placing goods and/or belongings on the basement floor is also not advised. This can include for example, electrical equipment such as washing machines and televisions. We therefore cannot be held liable for damage caused to property or (valuable) furnishings/property as a result of moisture and/or water in basements.



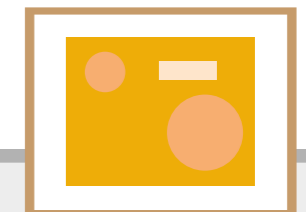
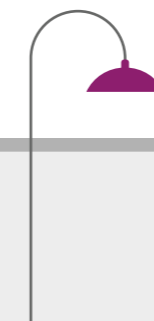
### 8.7 You must not use your property for a business

Do you want to use your property in this way? You **may** if the following conditions are met:

- You **receive** our permission in a letter or email in advance;
- Living remains the main purpose of the property;
- The company's activities do not disturb your neighbours and other residents in any way;
- The activities are permitted under laws and regulations (for example the Zoning Plan);
- You comply with all laws and regulations.

You are also not allowed to use the property for touristic purposes, such as running a bed & breakfast.

What happens if you do so anyway? You must pay us the fine stated in the rental agreement.

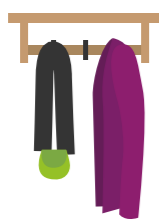




### 8.8 You must not use your property as a sex establishment

Using the rented property as a sex establishment or for (commercial) prostitution is expressly forbidden. This prohibition also applies to anybody else you allow into the property and who then runs a sex establishment.

What happens if you do so anyway? We will then ask the court to terminate the rental agreement and oblige you to leave the property. And you must pay us the fine stated in the rental agreement.



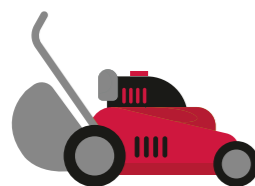
### 8.9 You must maintain the property in a clean and tidy state

This means you put up window coverings such as curtains, blinds or roller blinds. You must also furnish the property with furniture. You must also install a floor with sufficient sound-absorbing properties. You are not allowed to install hard floor coverings on the floors of flats, apartment buildings, maisonettes (and other multi-storey buildings). This will prevent noise pollution for local residents. More information about this can be found on our website ([www.domijn.nl](http://www.domijn.nl)).



### 8.10 The property may already be (largely) furnished for you

The property may be delivered with window coverings, a floor and/or upholstery. At this time, these things belong to the property. If this is the case, you cannot make any changes to the layout without our permission. Please refer to Article 14 of the general rental conditions.



### 8.11 You must ensure the garden remains tidy

You must use and maintain the garden as an ornamental garden or vegetable garden:

- Mow the lawn regularly;
- Remove weeds regularly from the garden and between driveways, access paths and patio tiles;
- Replace broken tiles;
- Prune hedges, fences and growing trees regularly;
- Replace or remove dead plants;
- Replace broken planks or parts of (wooden) property boundaries, and set up and keep wooden property boundaries straight;
- Paint or stain property boundaries regularly if the property boundaries are painted or stained;



### 8.12 You must not store prohibited goods or flammable, combustible or explosive substances in your property

This includes petrol, chemicals not intended for home use, laughing gas or (illegal) fireworks. This is dangerous. Weapons or stolen goods also do not belong in your property. Do you have these items/substances in your property? We can take action against this. And you must pay us the fine stated in the rental agreement.

Is there also a high risk of fire and/or an explosion hazard? We will then ask the court to terminate the rental agreement and oblige you to leave the property.



### 8.13 Smoking is only allowed outside or in designated areas in the complex

Smoking is not permitted in the complex common areas. What happens if we discover you have been smoking in your property and this has caused damage? This may involve for example, yellow/brown deposits on the walls, doorposts, etc.; you must repair this yourself at the end of the rental agreement.



### 8.14 We may impose restrictions on (domestic) animals

Domijn may limit or prohibit the number of animals and pets in the property, garden, general and/or communal areas in order to prevent odour and noise nuisance. In any case, you must always ensure other residents do not experience any nuisance or inconvenience from (domestic) animals in your property. You are responsible for the behaviour of your (domestic) animals. We can also impose conditions on keeping (domestic) animals in an outdoor enclosure.



### 8.15 You must not go on the roof

You are not allowed to walk or stand in the gutters either. You may only do so if you have been given permission from us to do so in a letter or email.



### 8.16 It is also forbidden to:

- Destroy rented property;
- Charge (batteries of) mobility scooters and electric bicycles in the common areas;
- Carry out works in communal areas without permission;
- Drill holes and/or hammer nails into floors/walls that contain pipes. And sometimes holes must never be drilled or nails hammered into walls. (see also Article 14.10). We will always let you know about this upon delivery of the property;
- Connect an extractor hood;
- Close or seal ventilation ducts;
- Retain (household) waste and/or other waste in and/or around the property, other than rubbish or waste collected within 24 hours by designated (waste) companies and/or (household) waste in a designated (waste) container.

If you do not adhere to these rules, then you must pay us the fine stated in the rental agreement.



### 8.17 You must not advertise on the outside of the property

You must not hang posters, billboards, statements or other notices on the walls or outside doors of your property or the building in which you live. You may only do so if you have been given permission from us to do so in a letter or email.

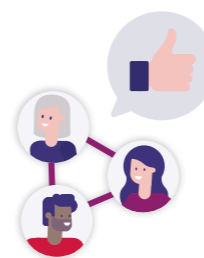


### 8.18 You must not install (security) cameras and/or other (camera) equipment that film the public road and/or areas outside your property, driveway and/or garden

A video doorbell is allowed. You must always request permission for other (security) cameras. See also Article 14.2.

## Article 9

## How to prevent nuisance



### 9.1 You must ensure local residents are not inconvenienced by you

You may not cause any nuisance or damage in or around the property or the communal areas. You are also responsible for your housemates, pets, guests or others who have come before you and are in the property or common areas with your permission. You must also prevent the layout of your property causing any nuisance. For example, you must ensure your floor has sufficient sound-absorbing properties (see Article 8.9).

We want everyone to be able to live peacefully and comfortably. Are you causing serious and ongoing nuisance? We will discuss this with you first and send you a letter. What happens if you ignore the letter and continue to cause a nuisance? Unfortunately, we will then have to take other steps, including terminating your rental agreement and having you evicted from the property. And you must pay us the fine stated in the rental agreement.



### 9.2 You may not have drugs or any drug-related paraphernalia in your property (or the vicinity of your property) other than in small quantities intended for your own personal use

You may not do anything from and/or around your property that is prohibited and punishable under the Opium Act. We make no distinction between marijuana, soft and hard drugs. You are also not allowed to do anything related to the cultivation, growing, production, processing (drying), storing or selling of drugs/prohibited substances according to the Opium Act. The possession of goods or equipment used in such cultivation and production processes is also prohibited. This includes raw materials for drugs, assimilation lamps, grow tents, grow cabinets, special electrical facilities, and so on. This ban applies to the property itself, as well as the basement, balcony, garden, roof and all other parts of the rental property. Furthermore, behaviour related to drugs/ substances prohibited according to the Opium Act in the common areas or outdoor areas, such as your garden, the gallery, the porch, etc. is also prohibited.

Offering others the opportunity to carry out the aforementioned (prohibited) behaviour from and/or around your property is also prohibited. As a tenant, you are equally liable for the behaviour of other people in your property.



### 9.3 Domijn has a zero tolerance policy

Any violation of Article 9.2 will be considered a serious breach. In the event of a violation of Article 9.2, we will terminate the rental agreement and have you evicted from your property (with or without a court order). The termination and eviction procedure will be initiated in every instance of a breach. This will be considered separate from the question of whether the risks associated with cannabis, soft and hard drugs, such as nuisance, endangerment and/or deterioration of the residential environment, have actually occurred. In such a case, you will lose your property. For more information about (the reason for) our zero tolerance policy, please go to our website: [www.domijn.nl/ik-huur/mijn-woning-en-buurt/veilig-wonen](http://www.domijn.nl/ik-huur/mijn-woning-en-buurt/veilig-wonen)



### 9.4 You may not prepare terrorist activities in the property or have weapons in the property

You may not do anything that is prohibited and punishable under the Firearms and Ammunition Act. For example, you must not keep weapons, explosives and/or ammunition in the property without a permit. What happens if you do so anyway? We will terminate the rental agreement and/or have you evicted from the property. In such a case, you will lose your property.



### 9.5 Failure to comply with Articles 9.2 and 9.4 will have unpleasant consequences

Besides losing your property, you will also be liable to pay us the fine stated in the rental agreement. You will also be liable to pay us any profit/revenue you have made from the prohibited activities. Finally, you shall also pay compensation if we have suffered damage because you have not complied with these articles. You must then pay both the fine and the full damages. This is an explicit deviation from Article 6:92 of the Dutch Civil Code.



### 9.6 You must not commit a crime or violation in or from the property

If these criminal offences harm the property and/or the living environment, we can terminate the rental agreement and have you evicted from the property.



### 9.7 We treat each other with respect

You must treat residents, us, our employees and the people we employ with respect. Of course, you can also expect this from our employees and the people we employ. Your housemates and people who visit you must also treat local residents, our employees and other people we hire with respect.

This means you must not:

- Swear.
- Intimidate and/or stalk.
- Act in a threatening way.
- Exhibit any (sexual) misconduct.
- Use violence.
- Make any discriminatory or offensive comments.
- Distribute photo or film material of local residents, our employees or people we hire on social media, for example.
- Communicate in a disrespectful manner.
- Communicate and/or correspond excessively and unnecessarily which would result in an (unnecessarily) high workload for our employees and which would be at the expense of our ability to pay sufficient attention to our other tenants.
- Disrupt any works we need to carry out or prevent safety measures being taken.

If you do not adhere to these rules, then we will be unable to continue to offer you any help. Is what you are doing punishable? This includes such things as intimidation, threats, violence, etc.; we can ask the court to terminate the rental agreement and/or have you evicted from the property. We may then choose to report you to the police.

If you violate these rules, you must pay the fine stated in the rental agreement.



## If you want someone else to use the property



### 10.1 You may only sublet the property or allow others to use it if you have prior written permission from us

Subletting means you allow someone else to live in (part of) the property and you receive payment for this.

This permission also applies if you want someone else to use the property. This is also true, even if you do not ask for money or any other sort of payment for this. For example, cohabitation, or if someone comes to live with you because you or one of your housemates needs care (informal care). Allowing someone else to stay in your property for more than fourteen (14) days also counts.

We will be reasonable in giving consent for situations such as those referred to in the 2 sentences above. For example, if there are no demonstrable objections to these situations, we will of course allow it. By demonstrable objections we mean, for example, the creation of an undesirable situation (e.g. overcrowding), cohabitation for a purpose other than cohabitation/informal care, etc. However, a history of nuisance with the person who comes to live with you can be considered a demonstrable objection.

We may attach conditions to any consent we may give as referred to above. You are also not allowed to rent out the rented property or make it available for use on the internet or in any other way without permission. Are you renting (part of) your property to someone else without our written permission? We consider this to be housing fraud. We can then ask the court to terminate the rental agreement and order your eviction from the property.



### 10.2 Are you renting out or allowing others to use your property without permission?

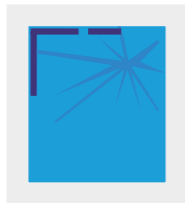
Then you must prove that you have always had your main residence in the rented property.



### 10.3 There will be unpleasant consequences if you do not comply with Article 10

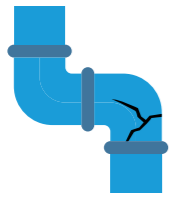
Besides losing your property, you will also be liable to pay us the fine stated in the rental agreement. You will also pay us any profit/revenue you have made from this activity. Furthermore, you may also be liable to pay us compensation if we have suffered damage because you have not complied with this article.

## You are liable for the following



### 11.1 You must take all necessary measures to prevent damage to the rented property

Particularly in the event of fire, storm, water and frost and other such exceptional situations. You must also report any impending damage or defects to the rented property immediately to us. And if you do not adhere to this article? You will then be liable to pay us a fine as stated in the rental agreement.



### 11.2 You are liable for damage to the property

You are always considered liable if you cause the damage and/or if the damage occurs because you fail to comply with your obligations under the rental agreement, these rental conditions and/or the law. Damage to the property includes (but is not limited to): damage to the exterior walls (including screens, sun blinds and solar panels) of your property, damage to other parts of the rental property such as a storage room, communal areas, porch/gallery, garden and to pipes, cables and tubes in the ground that belong to your property.



### 11.3 We are further not liable for any (consequential) damage that you suffer due to:

- Storm;
- Frost;
- Extreme heat;
- Lightning strike;
- (Heavy) snowfall;
- Flood;
- Rise or fall of the groundwater level;
- Armed conflicts, civil wars;
- Riots, unrest and other calamities;
- Epidemics, viruses or other diseases threatening the population;
- Other force majeure situations that are not our fault.

You can insure yourself against all of these. This means you must consider taking out home contents insurance. This damage will be at your own expense and you must repair it yourself (or have it repaired). Our liability under Article 6:174 of the Dutch Civil Code is excluded.



## When we may inspect the property



### 12.1 You must allow our employees into the property if it is necessary for us to carry out checks

We will then check whether there are any technical problems, whether maintenance is necessary, whether the property (still) complies with certain rules or safety regulations, or whether other repairs are necessary. We may wish to record the meter readings. We can also send a company to your property to do this for us. You can ask the staff at the door to show proof of identity. We will, of course handle, this carefully and tell you in advance if a check or inspection is due to take place (unless there is an emergency).



### 12.2 We can check your property between 8:00 am and 6:00 pm on working days

The exception to this is if it is necessary at another time, if you have a leak, or there is another emergency, for example. We can also visit you unannounced and outside working hours.





### 13.1 You must cooperate if we want to carry out urgent works on your property

Urgent works is defined as necessary maintenance, repairs, renewal and inspections that are required. This also includes installing a smoke detector, painting the exterior window frames and/or determining an energy label for the property. It also includes maintenance to communal facilities in residential buildings such as risers and ventilation systems. Works to make your property more sustainable can also be considered urgent works (for example, connecting the building in which you live to a sustainable heating network or making the building natural gas-free). This also applies to urgent works on the outside of the building or the communal areas and facilities.

What happens if you do not cooperate? You must pay us the fine stated in the rental agreement.



### 13.2 You must grant our employees access to carry out urgent works

If we want to carry out urgent works, we will let you know in advance. As a tenant, you must allow urgent works to be carried out. This is partly because (long term) damage may occur to the rental property if these urgent works cannot be carried out. You must grant us and the professionals and/or third parties engaged by us access to carry out these works.

Visits (by our employees or employees of other companies) and works will take place on working days between 8:00 am and 6:00 pm unless your safety, the safety of other residents, or the safety of the rented property is at risk, and/or unforeseen circumstances arise.

What happens if you do not cooperate? You must pay us the fine stated in the rental agreement.



### 13.3 In principle, you will not receive compensation for urgent works that are carried out

This is unless we have been very careless or if the works take an unreasonable and excessively long time considering all the circumstances. Furthermore, it must be our fault and attributable to us. Or we have caused damage to your belongings and this is attributable to us. In such a case, please feel free to contact us by sending us a letter or an email.



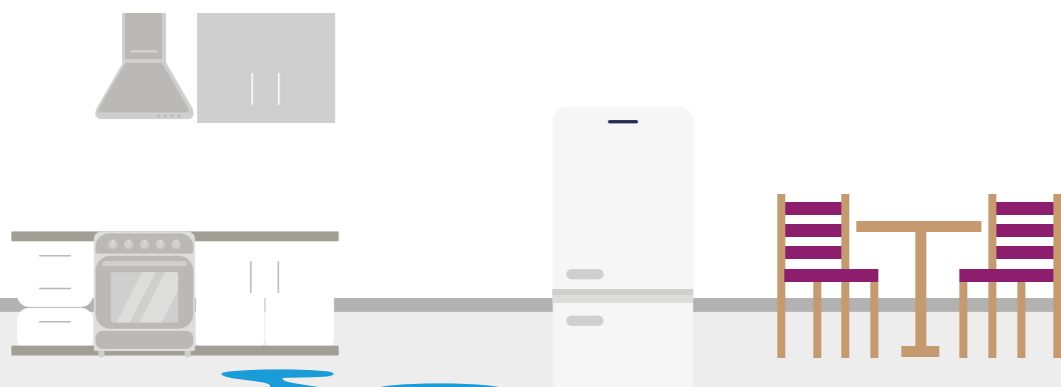
### 13.4 You must cooperate if we make you a reasonable proposal to make improvements to your property

In addition to carrying out urgent work (Article 13.1), we may also have to carry out other works, such as carrying out improvements to your property. Improvements are defined as changes or additions to your property that improve the living comfort of your property. For example, installing HR++ glass or solar panels. We call these renovations.

You will always receive a letter or email with a proposal when we want to renovate your property or the building in which you live. This proposal sets out how we intend to do this, what is required from you, and what it means for you. We will take your interests into account in the proposal.

We will make agreements with the tenants' organisation and the residents' committee as part of a social plan. Our proposal will contain a request for you to tell us what you think of the proposal by letter or email. Whether you agree with the proposal. Or if you find our proposal reasonable.

For example, if we are going to renovate a complex or a block of properties and 70% of the tenants of the complex/block agree with our renovation proposal, the starting point is that the renovation proposal is reasonable. We will always let you know if 70% of the tenants have agreed.



What do you do if you disagree with the proposal, despite 70% or more of the tenants agreeing? You can always raise your objection via the courts. You must do this within 8 weeks after you receive the letter or email stating that 70% or more of the tenants have agreed to our proposal. If you raise your objection too late, the proposal will be finalised and you will have to cooperate with the renovation and the proposal we have made.

What happens if you do not cooperate? You must pay us the fine stated in the rental agreement.



### 13.5 You must always grant access when renovation works are carried out

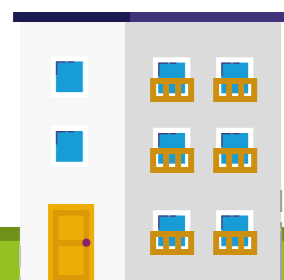
You must grant access to our employees and the professionals and/or third parties engaged by us. You must also ensure the persons mentioned above can also carry out their work. We will explain exactly what this means in letters we will send to you.

What happens if you do not cooperate? You must pay us the fine stated in the rental agreement.



### 13.6 You must agree to a rent increase when improvements are carried out to your property

We may also propose a rent increase in our letter or email with a proposal to renovate your property or building.



## Article 14

## If you want to change something about the property yourself



### 14.1 You can make small changes to your property yourself

This means hanging mirrors, lamps or blinds for example. These should be changes that you can easily remove without costing a lot of money. They must not pose any danger and/or nuisance to you, your neighbours or others. You do not need permission for these minor changes.



### 14.2 You will need our permission for major changes to the interior of the property and for all changes to the exterior of and/or around your property.

You always need our permission if this means changes that do not comply with the first sentence of Article 14.1 (i.e. major changes inside the property) and for all changes to the outside of the property. For example, changes to the exterior may include installing:

- Sun protection;
- Antennas;
- Dishes;
- Air-conditioning;
- Cameras;
- Transmission towers;
- Shutters;
- Canopy covers;
- Sheds;
- Dovecote.

Examples of (major) changes to the interior include:

- Drilling in prestressed (concrete) elements;
- Installation of an extractor hood;
- Installation of open combustion appliances.

You will hear from us about whether we agree with the proposed change(s) within 8 weeks at the latest. This communication will include what the conditions are.





### 14.3 We may give you conditions for implementing the change.

The conditions may include, for example:

- The construction;
- The materials;
- The appearance of the building;
- The way you implement the change;
- The way you maintain the change;
- How you will prevent nuisance;
- The requirements according to the Building Decree;
- Any permits you may require;
- Any insurance policies you may need to take out, such as building insurance;
- The tax(es) you must pay;
- Your liabilities;
- Obligations of the VvE;
- What happens to the change when the rental agreement ends (removal or retention).

You must also always ensure we can continue to carry out maintenance and renovation works on the property. This means the change must not hinder the (normal) maintenance of the property or the carrying out of works on the property.

If the change(s) hinder such works, you must remove the changes you made at your own expense.



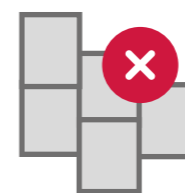
### 14.4 You always need permission to build extensions, storage rooms and garages

We may attach conditions to this in accordance with Article 14.3.



### 14.5 You must remove any changes for which you have not received permission and/or which do not comply with Article 14

You must do this as soon as we ask you to do so. The same applies to changes for which you needed permission but did not ask. You will pay the costs of removing the change yourself. What happens if you do not remove the changes? You must pay us the fine stated in the rental agreement.



### 14.6 Any major changes you make must be removed when you terminate the rental

We will determine in advance whether you can remove the change later or whether it can remain, even if you do not receive compensation for it. We can also agree that you are not allowed to remove a change yourself. We will record this in writing. If nothing has been recorded, you can remove the changes at the end of the rental agreement.



### 14.7 You must maintain the changes yourself and also be responsible for them

This also means that if something breaks, you must repair it yourself or have it repaired. You will pay all costs for this yourself.



### 14.8 You are liable for any damage related to the change

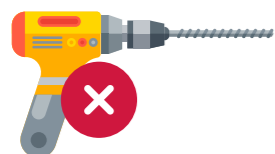
Has the change you made caused any damage? Or have you made a change without permission and/or that does not meet the conditions? For example, damage caused to the property or to someone else's property. You are then liable for the damage, and you will pay all costs associated with it.

These agreements also apply to changes that you have "taken over". Did you take over changes made by a previous resident when you signed the rental agreement? The same rules apply (as stated in Article 14) as if you had made the changes yourself.



### 14.9 It is possible that some (major) changes and/or adjustments will have to be removed from the property during (large-scale) maintenance and renovation

This includes the following (major) changes: a bathroom, kitchen (appliances) or an extension. In this case, we are not obliged to reinstate the major change or adjustment. You will be responsible for that yourself. We will make agreements with you about this before you make and/or take over the (major) changes/additions.



### 14.10 You may live in a complex where you cannot make small changes and additions to the interior

For example, because the property is delivered fully furnished or because drilling into the walls is not possible/allowed. In such a case, different rules may apply to you when it comes to changes and additions. We will inform you of this before entering into the rental agreement and, if necessary, we will discuss it.

## Article 15

## How to terminate your rental



### 15.1 If you wish to stop the rent, send us a message.

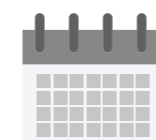
Simply send us a letter or email stating the date upon which you wish to terminate the rental and leave the property. You can also terminate the rental via our website. You can also schedule an appointment at our office. Terminating via telephone is not possible.

The termination will only be final after we have confirmed it in writing (by email or letter).



### 15.2 What happens if you also rent a garage, parking space or shed from Domijn along with the property but on the basis of a separate rental agreement?

You must terminate this separate rental agreement on the same date as the rental agreement, and you must vacate the property. What happens if you don't? Then this separate rental agreement is deemed to have been terminated by mutual consent on the same date as the rental agreement for the property.



1 month

### 15.3 You have a notice period of one (1) month

You can only terminate the rental on a working day. Are you terminating the rental during the weekend or on a public holiday? The notice period then commences on the first working day after these days.



### 15.4 You can only terminate the rental with the permission of the other tenants

Are you renting the property with multiple people? In this case, you can only terminate the rental together. The spouse, registered partner or co-tenant recognised by us must co-sign the notice of termination. If you want to terminate, but the other tenants or co-tenants want to stay in the property, you must first ask our permission. You will then receive a letter or email in which we will state whether we agree and which conditions will be applicable.



### 15.5 We can also terminate the rental

We will always send a registered letter or bailiff's message (bailiff's writ). This communication will state on which day the rental ends. We will do this at least 3 to 6 months in advance. We will also use this letter to let you know the legal grounds for termination of the rental agreement. For example, we may intend to demolish your property, or we may have to carry out extensive renovations.



### 15.6 Have you taken out a ThuisPlus Package?

This subscription will end automatically at the same time as the rental agreement without the need for a separate notice of termination for the property.



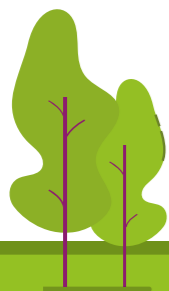
### 15.7 You must allow a subsequent tenant or buyer to enter the property to view it

Have you or have we terminated the rental? And are there people who might want to rent or buy the property after you? We will then inform you of this in advance and on time. You must allow these people into the property to view it. A Domijn employee will be present during the viewing. You can ask the Domijn employee to show proof of identification.



### 15.8 If you are moving somewhere else, please let us know

You must provide us with your new address no later than the last day on which the rental agreement ends. We can then send letters and/or messages to you if we need to contact you. We will not contact you unless it is absolutely necessary.



## Article 16

## How to leave the property



### 16.1 You must leave the property empty and clean, and you must hand in all the keys

We assume you will leave the property in the same condition as you found it when you moved in unless we have agreed otherwise in writing or if otherwise stated in these conditions. This obligation to leave the property in the same condition as you found it also applies to the garden and your belongings in the communal areas. You may leave traces of use or wear and tear due to normal use. If there are smoke deposits in the property, see Article 8.13. Have you made any changes to the property itself? In this case, Article 14 applies. You must return the keys to the property, as well as any keys to general access doors, mailbox, etc. to us on the last day of rental.



### 16.2 We will inspect the property together before the end of the rental period

We will discuss which repairs you still need to do (or have done) during this inspection. We will also estimate the costs of the repair ourselves. We will write down our agreements and send them to you. We call this the inspection report. You will cooperate with the contents of the report.



### 16.3 Are you offering your loose things (belongings) to the new tenant or buyer?

For example, furniture, a garden set, curtains or sun blinds? If you can take over each other's things, you can discuss this together afterwards. Domijn is not a party to this takeover. You are therefore responsible for complying with the agreements. And Domijn is therefore not liable for this.



### 16.4 Do you want to offer changes and/or adjustments to the new tenant or buyer?

For example, a floor, a shed or a canopy? We must then first give permission (see also Article 3.3. and 14.9), and you must ensure a takeover form is signed by both parties. This form is completed digitally (via an app). Please send us a copy of the form before the final inspection (Article 16.2). It is possible that we may not give permission and still ask you to remove the items.





### 16.5 What happens if you do not leave the property in good condition? We will carry out the works at your expense

You will pay the costs for all works still required. This means all the works listed in the inspection report. And for any further works that may be required. For example, removing your belongings if they are still in the property or repairing any damage to the property.



### 16.6 Have you left anything in the property? We will then remove it at your expense

The property must be empty when the keys are returned. Have you left anything in the property? You will have to relinquish anything you leave in the property. The things will no longer be yours. We will enter the property and remove the things. You will pay all the removal costs. We are under no obligation to store the things. We will also do this if you die and no one comes to collect your things.



### 16.7 Will you or someone else continue to live in the property after the rental has been terminated?

You will then pay us a fee for not returning the property back to us on time. This is considered compensation. We will look at the damage we have suffered because we cannot use the property ourselves or rent it out to someone else. The compensation we subsequently request will be at least the rental price but may also be more.

## Article 17

## Other important considerations



### 17.1 Are any of these conditions invalid? The rest of the general rental conditions will still remain valid

Suppose the law changes. It may then be the case that an article in these conditions becomes contrary to the law. Said article will no longer be valid. All the other articles in these conditions will still remain valid. The invalid article will be amended in such a way that it is valid again. We involve the tenants' organisation and/or residents' committee in this process.



### 17.2 Domijn adheres to the rules of good landlord practice

These additional rules are added as an appendix to your rental agreement.



### 17.3 We may amend our policy from time to time

The tenants' organisations must then agree with these amendments in accordance with the Tenants-Landlords Consultation Act (WOHV). Once they are in agreement, we will amend our policy. We will announce any changes in a letter, email or on our website. At this point in time, we must all adhere to the amendment. This is unless an objection is lodged.



### 17.4 We may change the rental price from time to time

We can do this every year, and we will inform you about this in advance. See your rental agreement for more details. We will always inform you by letter or email if the rental price changes. We will explain why we are changing the rental price in the letter. You will always retain the right to terminate the rental agreement in accordance with Articles 15.3 and 15.4.



### 17.5 We handle your data with care

We may record your personal data and share it with others. We only do this for the purposes of executing the rental agreement. We comply with the General Data Protection Regulation (GDPR) and the General Data Protection Regulation Implementation Act.



### 17.6 No contact

If we are unable to contact you for an extended period of time or if contact does not lead to the desired result. And you have payment arrears or we have concerns about unsafe situations or your well-being. We can then provide assistance in special cases. This may be via collaboration partners such as a neighbourhood team, care provider or other organisations that can help you.



### 18.1 Your property may have solar panels that are damaged and/or malfunctioning

We may have made written agreements with you about the use of the solar panels, depending on your specific situation. In such a case, you can read in the agreements made what you should do if they are damaged or there is a malfunction. If no separate written agreements have been made with you regarding the use of the solar panels, the following applies:



### 18.2 Contact the maintenance engineer as soon as possible in case of damage and/or malfunction

We have no insight into the operation of your solar panel system and cannot remotely determine whether there is a malfunction or damage. You are responsible for monitoring them yourself and must remain alert to deviations in the yields of your solar panel system. The maintenance engineer's details can be found in the Domijn information booklet and/or on the overview of important telephone numbers on our website [www.domijn.nl](http://www.domijn.nl). What happens if you cannot find the details? Please call us on our general number. It is possible that the maintenance engineer's details are recorded on the installation in the property itself. In any case, do not carry out any works on the solar panels and/or associated parts yourself.



### 18.3 What if the solar panels are damaged and/or there is a malfunction?

If it appears that the solar panels are damaged or there is a malfunction, we will assume this is due to incorrect use of the solar panels unless it appears that there is a defect/error in the solar panels or another cause unrelated to incorrect use of the solar panels.

If it is determined that the solar panels have been damaged by your actions or that you have caused a malfunction, this will be at your expense. In such a case, you must pay the costs of calling in a maintenance engineer.



### 18.4 What if the damage and/or malfunction was not caused by incorrect use?

If the damage and/or malfunction was not caused by incorrect use and you have suffered damage, we will not compensate you for any more damage over the maximum compensation you paid us for the use of the solar panels. We do not have to compensate you for the lost solar yield. You must monitor the operation of the solar panels yourself. You can monitor the operation of your solar panels in various ways. You are responsible for the way in which you monitor the yields of your solar panels. If you have any questions, please contact your energy supplier, the maintenance engineer or us. If it turns out that the yield of the solar panels is lower than expected or zero for more than 1 month and you have not reported this to the maintenance engineer and/or to us during this period, it will be assumed that you have not sufficiently checked the operation of the solar panels and that this has caused more damage. Damage that occurred after the period of 1 month in which the solar panels were not working properly and we did not receive a notification will not be reimbursed.

# Questions?

Can't find the answer to your question or do you have another question? You can easily contact us. We will answer all your questions on workdays from 8:30 am to 5:00 pm.

Email us at [info@domijn.nl](mailto:info@domijn.nl)

Or pay a visit to our office. Our opening times can be found at [www.domijn.nl](http://www.domijn.nl).

## Emergencies outside normal opening hours

Call 053 – 209 2 209 and stay on the line. Someone will help you.



These terms and conditions were laid down on 1 May 2025.

