ANNEX 1: Model lease agreement specific to Ukrainian refugees

BETWEEN

The undersigned:

*(In case of one or more natural persons: delete as appropriate)*

Mr: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
born on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
with national registry number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
and/or Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
 born on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
with national registry number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

who live/cohabit in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
who declare that they are married / unmarried / have made a declaration of legal cohabitation / are de facto cohabiting *(delete as appropriate)*.

*(In case of a legal person, delete what does not apply)*

name of legal entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
registered in the Crossroads Bank for Enterprises under the number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
having its registered office in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
legally represented here by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
who performs the function of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as the "Landlord"

AND

*(In case of one or more natural persons: delete as appropriate)*

Mr: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
born on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
with national registry number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
and/or Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 born on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
with national registry number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

who live/cohabit in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
who declare that they are married / unmarried / have made a declaration of legal cohabitation / are de facto cohabiting *(delete as appropriate).*

hereinafter referred to as "the Tenant"

GENERAL STIPULATION

This tenancy agreement is concluded with a temporarily displaced person from Ukraine (Ukrainian refugee) and falls within the scope of the special tenancy regime as laid down by the Flemish Government based on Article 5 of the decree of 18 March 2022 regulating the temporary accommodation of families or single persons who are homeless or are in danger of becoming homeless as a result of the war in Ukraine (Article 6 of the decision of the Flemish Government of 18 March 2022 regulating the temporary accommodation of families or single persons who are homeless or are in danger of becoming homeless as a result of the war in Ukraine).

Article 1. OBJECT OF LEASE

The Landlord grants to the Tenant a residential house / flat / studio / room *(delete as appropriate)* for rent, hereinafter referred to as the "property" , located in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
and which is described as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
When using one or more rooms or facilities, the following rules apply:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The property complies with the minimum housing quality requirements as laid down in Article 8 of the Flemish Government Decree of 18 March 2022 (the property does not have any serious defects with regard to fire safety, explosion, electrocution, CO2 poisoning, moisture, stability and accessibility, mentioned in the technical report).

The Landlord declares that the property is not included in the inventory of unfit and uninhabitable dwellings and is not the subject of any rehabilitation measure.

Article 2. DURATION OF THE LEASE

The lease is concluded for a period of \_\_\_\_\_\_\_\_ months *(the duration is at least three months and is otherwise freely determined between the parties*) that starts on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ends on \_\_\_\_\_\_\_\_\_\_\_ provided that at least two months before the expiry date a notice of termination is served by one of the parties with a registered letter.

a., TERMINATION OPTIONS OF THE TENANT

The Tenant may terminate the lease at any time without reason, without notice and without penalty. The lease is terminated on the third working day after the day on which notice is given.

b. TERMINATION OPTIONS OF THE LANDLORD   
The Landlord may terminate the tenancy agreement at any time without reason, without penalty and with seven days' notice. The period of notice shall commence on the third working day following the day on which notice is given.

Article 3. PURPOSE

The property is intended for occupation by the Tenant.

The Tenant may not change the use of the property and may not carry out any commercial activity in the property.

Article 4. TRANSFER OF LEASE AND SUBLEASE

The Tenant may not transfer his lease.

The Tenant may not sublet the property.

Article 5. RENTAL PRICE

The rental price is \_\_\_\_\_\_\_\_ euro per month, excluding/including *(delete as* appropriate) costs and charges.

The rent shall be paid by the Tenant before the \_\_\_\_th of the month in question to account number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Landlord or paid in cash to the Landlord against receipt.

Article 6. INDEXATION  
The rent shall be adjusted to the cost of living once a year on the anniversary of its entry into force, based on the fluctuations in the health index according to the provisions of Article 34 of the Flemish Housing Decree.  
The adjusted rent shall not exceed the amount obtained by applying the following formula:  
base rent x new index figure

starting index.  
The basic rent is the rent mentioned in Article 5.  
The new index shall be the health index for the month preceding the anniversary of the entry into force of the rental agreement.  
The initial index figure is the health index figure for the month preceding the month in which the tenancy agreement came into force.  
This adjustment must be explicitly requested by the interested party. A late request has a retroactive effect of up to three months.

Article 7. COSTS AND CHARGES

*(Do not include or cross out when costs and charges are included in the rental price*)

The property tax for the rented property cannot be charged to the Tenant.

The consumption of water, electricity, gas, TV distribution, telephone, internet and suchlike, as well as the rental of the meters and appliances are at the Tenant's expense.

At the start of the lease and on its termination, the meter readings will be recorded.

The Tenant pays a contribution to the Landlord for the costs and charges incurred by the Landlord on behalf of the Tenant. Those costs include: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The costs are charged as follows:  
*(Delete what does not apply. There is only one option)*  
*A. Fixed amount*  
For the charging of costs and expenses, a fixed amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ Euros per month is determined, payable with the payment of the rent.  
Any party may at any time request the justice of the peace to revise the fixed amount or to convert it into actual costs and charges.  
*B. Actual costs and charges*  
A monthly advance of \_\_\_\_\_\_\_\_\_\_\_\_\_ is paid together with the rent.  
Every year, the Landlord shall provide the Tenant with a statement of actual costs and charges, stating the account items and the allocation key used. Following the annual settlement, the Landlord determines the balance in favour or against the Tenant, as well as the new amount of the monthly advance payment based on the actual development of the expenses.

Article 8. RENT GUARANTEE

*(Delete what does not apply. There is only one option)*

A. The parties agree that the Tenant shall not provide a guarantee to the Landlord.

B. The parties agree that the Tenant shall provide a guarantee of ............*(maximum three*) months' rent to the Landlord.

The Tenant shall provide the lessor with proof of the deposit before the entry into force of the lease, using the model form established by the Flemish Government.

The Tenant has the choice between the following guarantee forms, mentioned in article 37 of the Flemish Housing Decree.

* Either: the rental guarantee is deposited in an individualised account with a financial institution in the name of the Tenant. The interest accrued is capitalised to the benefit of the Tenant. The Landlord acquires a privilege on the assets of the bank account for any claim resulting from the complete or partial non-fulfilment of the Tenant's obligations. The bank account may not be utilised, either in principal or in interest, except to the benefit of one of the two parties, upon presentation of either a written agreement, which shall be drawn up at the earliest upon termination of the lease, or of a copy of a court decision. That decision shall be provisionally enforceable notwithstanding any appeal or remedy and without a bond or deposit.
* Or: the rent guarantee is provided by means of a collateral deposit with a financial institution in the name of the Tenant. The interest accrued is capitalised to the benefit of the Tenant. The Landlord shall acquire a lien on the assets of the collateral security for any claim resulting from the full or partial non-fulfilment of the Tenant's obligations. No security, either in principal or interest, may be disposed of for the benefit of either party except upon presentation of either a written agreement, to be drawn up at the earliest upon termination of the lease, or a copy of a court decision. That decision shall be provisionally enforceable notwithstanding any appeal or remedy and without a bond or deposit.
* Or: the rental guarantee is provided by means of a bank guarantee as a result of a standard contract between an PCSW and a financial institution. The PCSW requests this from the financial institution that grants the guarantee in favour of the Landlord. The bank guarantee may not be utilised, except to the benefit of one of the two parties, upon presentation of either a written agreement, to be drawn up at the earliest upon termination of the lease, or of a copy of a court decision. That decision shall be provisionally enforceable notwithstanding any appeal or remedy and without a bond or deposit.
* With the agreement of the Landlord, the guarantee can also be provided by a guarantor who is a natural or legal person.

*(If a security deposit is opted for with the Landlord's consent*) The Landlord agrees that the rent guarantee is provided by means of a security deposit by \_\_\_\_\_\_\_\_ *(natural person or legal entity).* The guarantor shall stand surety for a maximum of the indexed amount stated in the first paragraph. The guarantee covers all obligations under the lease agreement. The obligations of the guarantor shall remain in force after renewal of the agreement and after conversion into a nine-year agreement.

*(If it concerns a free of charge guarantee in the sense of Article 2043bis of the old Civil Code, the guarantee must be included in a separate contract*)

If the rent guarantee is handed over to the Landlord and he/she fails to place it on the individualised account in the name of the Tenant, he/she is obliged to pay the lessee interest at the average rate of the financial market on the amount of the guarantee, from the moment the Tenant has handed over the guarantee. The interest is capitalised. The Tenant is also entitled to inform the Landlord that these monies, in particular the deposit plus capitalised interest, will be regarded by him as rental monies. The Tenant is then obliged to place the same amount in an individualised account in his name.

The Landlord's legal claim for the release of the rental deposit in his/her favour shall lapse one year after the termination of the lease.

Article 9. SITE SURVEY

The site survey shall be drawn up before the occupation or at the latest within one month after the commencement of the lease. It shall be attached to the lease agreement.  
The Tenant and the Landlord shall draw up the location description jointly. The description of the place shall be contradictory by signature of both parties.  
If there is no agreement, the judge may appoint an expert to draw up a location report and the judge will decide who will bear the expert's costs.  
The site survey is attached to the rental agreement and must be registered.  
The Tenant and the Landlord will also draw up a joint inventory at the end of the tenancy. The site survey shall be contradictory by signature of both parties.  
If there is no agreement, the judge may appoint an expert to draw up a location report and the judge will decide who will bear the expert's costs.

The Tenant is obliged to return the rented property at the expiry of the rental agreement in the same condition as at the start of the rental period, taking into account damages due to force majeure and age resulting from normal use and the repairs for which the Landlord is responsible.  
Unless otherwise agreed by the parties, the inventory of premises shall be drawn up on the last day of the lease, which coincides with the vacating of the leased property.  
The parties agree that the utility counters will not be disconnected before the outgoing site survey is made.  
The parties agree that the handing over of the keys, in whatever form, and the drawing up of the outgoing location description cannot constitute a partial or full discharge. The Landlord can only grant discharge if the Tenant has proven that all obligations arising from the lease agreement have been fulfilled (rent, charges, reinstatement, etc.).

Article 10. MAINTENANCE AND REPAIRS

The Landlord undertakes to carry out all repairs that are the responsibility of the Landlord pursuant to the Flemish Housing Decree. The Tenant shall immediately inform the lessor by letter or by email of any damage the repair of which is the responsibility of the lessor.

The Tenant undertakes to keep the rented property in good condition and to return it at the end of the rental period in the condition described in the incoming inventory, except in the case of force majeure or old age. The Tenant undertakes to carry out all repairs that are at the Tenant's expense pursuant to the Flemish Housing Decree. He/she also carries out the other repairs if they are caused by his own fault.

Article 11. INSURANCE

The Tenant undertakes to insure his/her liability toward the Landlord for the entire rental period for the full value of the rented property.

At the Landlord's request, he/she shall provide proof of insurance and of payment of the last expired premium.

The Tenant's insurance obligation may also be discharged through a waiver of recourse clause in the Landlord's insurance contract.

The Landlord, in turn, insures the property against fire and additional risks (consequential damage), explosion, storm and water damage and lightning. He/she also takes out civil liability insurance and insurance against third-party claims.

Article 12. ALTERATIONS TO THE RENTED PROPERTY

The Tenant may not make any non-reversable alterations to the rented property without the Landlord’s prior written consent.

If the Tenant nevertheless alters the property without obtaining such permission, the Landlord may accept the property in its new condition at the end of the tenancy without owing the Tenant any compensation. The Landlord may also immediately require the Tenant to restore the property to its original condition at his/her own expense.

*(Delete what does not apply. There is only one option)*  
A. If alterations have been carried out with the Landlord's permission, they shall automatically belong to the Landlord at the end of the lease. He/she does not have to pay compensation for this. If the parties deem it necessary, the Tenant must undertake to take out insurance for the planned work. If the works are carried out by the Tenant, he/she may be required to take out insurance for these. In this case, the Landlord can always ask for proof of the insurance that covers the liability of the Tenant and the Landlord.  
B. If alterations have been carried out with the Landlord's permission, they will be taken over by the Landlord at the end of the tenancy against payment for the materials and work, taking into account the age and condition of the property.  
If the works require a post-intervention file, the Tenant undertakes to assume all obligations and costs and to present a copy to the Landlord after the works have been completed.  
If a post-intervention file has already been drawn up for the leased property, the Landlord shall provide the Tenant with a copy upon his first request.

Article 13. PLACARDING - VISITING

At the end of the lease or in the event of sale of the leased property, the Tenant shall allow placards to be affixed in the most visible places.

During the last three months of the lease agreement or in the event of a sale, the Tenant shall allow the rented property to be viewed by prospective tenants or prospective buyers, respectively, twice a week for three consecutive hours to be determined by mutual agreement.

During the entire term of the lease, the Landlord or his/her representative may visit the property by appointment with the Tenant.

Article 14. ENERGY PERFORMANCE CERTIFICATE

The landlord declares that he/she has now presented a copy of the energy performance certificate (EPC) for the leased property to the Tenant. The energy performance certificate was drawn up by ............, in its capacity as ............, on ............*(date*) and gives a figure of ............ kWh/m²yr.

The EPC is less than 10 years old, counting from the date of drafting. The Tenant acknowledges having received a copy of the EPC.

Article 15. DRAFT

In the case of expropriation for public benefit, the Tenant waives any recourse against the Landlord and only asserts his rights against the expropriating authority, without reducing the compensation for the Landlord.

Article 16. DISCLOSURES

All disputes arising from this contract shall be subject to the exclusive jurisdiction of the courts of the place where the rented property is located. The parties agree that this agreement shall be governed by Belgian law.

SIGNATURES

Printed in \_\_\_\_\_\_\_\_\_\_ copies in \_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

Each party declares that it has received one copy. The last one is for registration.

The Landlord, The Tenant,

*(Read and approved) (Read and approved)*