Model SUBlease agreement

RENTAL REGIME specific to TEMPORARY DISPLACED PEOPLE FROM Ukrainia

BETWEEN

The undersigned:

*(Delete where appropriate)*

*a) The social housing association cv/nv:*

*with registered offices in:*

*entered in the Crossroads Bank for Enterprises under number:*

*legally represented by:*

*Acting in the capacity of:*

*b) The social renting office (name, address, municipality):*

*with registered offices in:*

*entered in the Crossroads Bank for Enterprises under number:*

*legally represented by:*

*Acting in the capacity of:*

*c) The housing company:*

*with registered offices in:*

*entered in the Crossroads Bank for Enterprises under number:*

*legally represented by:*

*Acting in the capacity of:*

*d) …*

*with registered offices in:*

*entered in the Crossroads Bank for Enterprises under number:*

*legally represented by:*

*hereinafter referred to as “****the principal tenant****”*

AND

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

hereinafter referred to as "the Subtenant"

GENERAL PROVISION

This sublease agreement is concluded with a temporarily displaced person from Ukraine (Ukrainian refugee) and falls within the scope of the special rental regime as laid down by the Flemish Government pursuant to Article 5 of the decree of 18 March 2022 regulating the temporary accommodation of families or single persons who are homeless or facing homelessness 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 facing homelessness as a result of the war in Ukraine).

Article 1. OBJECT OF LEASE

The principal tenant grants to the subtenant a residential house / flat / studio / room *(delete where 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 Decision 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 SUBLEASE

The sublease agreement 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 SUBTENANT

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

b. TERMINATION OPTIONS OF THE PRINCIPAL TENANT  
The Principal Tenant may terminate the rental 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.

If the Principal Landlord terminates the sublease agreement, the Principal Tenant will serve a copy of the notice he/she receives to the Subtenant, by the third day after receiving this at the latest, and will inform him/her that the sublease agreement will terminate on the same day as the principal lease.

If the Principal Tenant terminates the principal lease before the term agreed has ended, he/she will give the subtenant at least seven days’ notice, and will provide him/her with a copy of the notice he/she has sent to the Principal Landlord.

Article 3. PURPOSE

The property is intended for occupation by the Subtenant.

The Subtenant 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 Subtenant may not transfer his/her lease.

The Subtenant may not further sublet the property.

Article 32 of the Flemish Housing Decree does not apply to subletting within the framework of this sub lease.

Article 5. RENTAL PRICE

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

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

Article 6. INDEXATION

*(Delete where appropriate)*  
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

initial index.  
The basic rent is the rent mentioned in Article 5.  
The new index is 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.

B. The parties explicitly rule out the possibility of adjusting the rent to the costs of living.

Article 7. COSTS AND CHARGES

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

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 where not appropriate. There is only one possible option)*  
*A. Fixed amount*  
The charge for costs and expenses, a fixed amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ Euros per month is determined, payable with 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 due, together with the rent.  
Every year, the Principal Tenant shall provide the Subtenant 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 Subtenant, as well as the new amount of the monthly advance payment based on the actual development of the expenses.

Article 8. RENTAL GUARANTEE

*(Delete where not appropriate. There is only one possible option)*

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

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

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

The Subtenant 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 Subtenant. The interest accrued is capitalised to the benefit of the Subtenant. The Principal Tenant Has a preferential claim over the assets in this account in the event of the subtenant failing to honour all or part of his obligations. The bank account, either the principal amount or the interest, may only be disposed of to the benefit of one of the two parties, provided that either a written agreement, drawn up at the termination of the rental agreement at the earliest, or a copy of the court decisions is submitted. 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 collateral deposit with a financial institution in the name of the Subtenant. The interest accrued is capitalised to the benefit of the Subtenant. The Principal Tenant shall acquire a lien on the assets of the real security for any claim in the event of the subtenant failing to honour all or part of his obligations. Any security, either the principal amount or the interest, may only be disposed of to the benefit of one of the two parties, provided that either a written agreement, drawn up at the termination of the rental agreement at the earliest, or a copy of the court decisions is submitted. 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 OCMW (public centre for social welfare PCSW) and a financial institution. The OCMW requests this from the financial institution that grants the guarantee in favour of the Principal Tenant. The bank guarantee may only be disposed of to the benefit of one of the two parties, provided that either a written agreement, drawn up at the termination of the rental agreement at the earliest, or a copy of the court decisions is submitted. 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 guarantor is opted for with the Principal Tenant's consent*) The Principal Tenant agrees that the rental guarantee is provided by means of a personal guarantee by \_\_\_\_\_\_\_\_ *(natural person or legal entity).* The guarantor shall stand surety for the entire 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 rental guarantee is handed over to the Principal Tenant and he/she fails to place it on the individualised account in the name of the Subtenant, he/she is obliged to pay the subtenant interest on the amount of the guarantee at the average rate of the financial market, from the moment the Subtenant has handed over the guarantee. The interest is capitalised. The Subtenant is also entitled to inform the Landlord that these monies, in particular the deposit plus capitalised interest, will be regarded by him/her as rental monies. The Subtenant is then obliged to place the same amount in an individualised account in his/her name.

The Principal Tenant'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 Subtenant and the Principal Tenant shall draw up the location description jointly. By signing, both parties declare that the inventory was drawn up with mutual consent, giving both parties the opportunity to give their remarks.  
If there is no agreement, the judge may appoint an expert to draw up a site survey 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 Subtenant and the Principal Tenant shall also draw up a joint inventory at the end of the tenancy. The site survey shall be binding on both parties following its signature.  
If there is no agreement, the judge may appoint an expert to draw up a site survey and the judge will decide who will bear the expert's costs.

The Subtenant 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 obsolescence resulting from normal use and the repairs for which the Principal Tenant is responsible.  
Unless otherwise agreed by the parties, the site survey 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 Principal Tenant can only grant discharge if the Subtenant has proven that all obligations arising from the lease agreement have been fulfilled (rent, charges, reinstatement, etc.).

Article 10. MAINTENANCE AND REPAIRS

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

The Subtenant undertakes to keep the rented property in good condition and to return it in the condition described in the incoming site survey at the end of the rental period, except in the case of force majeure or obsolescence. 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/her own fault.

Article 11. INSURANCE

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

At the Principal Tenant's request, he/she shall provide proof of insurance and of payment of the last premium due.

The Subtenant's insurance obligation is discharged through a waiver of recourse clause in the Principal Tenant's insurance contract.

The Principal Tenant, 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

Neither the Principal Tenant, nor the Subtenant may make any non-reversible alterations to the rented property without the Landlord’s prior written consent.

Article 13. PLACARDING - VISITING

At the end of the lease or in the event of sale of the leased property, the Subtenant 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 Principal Tenant or his/her representative may visit the property by appointment with the Principal and Subtenant.

Article 14. DISPUTES

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

Executed in \_\_\_\_\_\_\_\_\_\_ copies in \_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

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

The Principal Tenant, The Subtenant,

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