

The rental price

It is the price asked by the landlord. It is freely established **but** it cannot be modified.



The rental can be adapted to the cost of living (= indexation) **once a year** at the birthday date of the lease (based on a formula stipulated by the law).

The service charges

In addition to the rental price, you will be charged with :

- 1) Your personal consumptions : water, gas, electricity.
- 2) **Service charges**

It includes :

- ▶ The maintenance and the electricity of the outhouses, the lift, etc.
- ▶ The consumptions if the landlord pays the company (deposit or set price)

Deposit = an amount of money adapted each year: you pay what you actually consume.

Set price = a fixed amount.

L'état des lieux

It is a **very detailed description of the housing's state** (the cracks in walls, damp patches, window frames' state, bathroom appliances, electricity and heating fittings, etc) **dated and signed** by the landlord and the tenant. You will receive your own copy that you need to carefully file with your housing documents.

The survey-com- inventory is **mandatory**. It must be registered end as detailed as possible.



Don't forget to mention all the defects that you see; so that the landlord may not blame you for any pre-existent damages.

Available leaflets

Steps to take

- 1 - Looking for a housing
- 2 - Visit and moving in
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Risks

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To live better

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This leaflet is available in following languages :

Albanian	Farsi
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Avec l'appui de la Région de Bruxelles-Capitale

Steps to take

LEAFLET N°3

LEASE AND RENT

English

RENT HOUSING



A tip!
Take the same leaflet in French to learn the vocabulary



The Lease

The lease is a **contract** between a landlord (called the lessor) and a tenant (called lessee) related to the rent of housing. From the 25/04/2007, **the written lease will be mandatory** (the law has been modified).

These details have to be mentioned in the lease:

- ▶ The address of the housing for rent,
- ▶ The rental price,
- ▶ The name and the address of the landlord and his signature,
- ▶ The name of the tenant and his signature,
- ▶ The starting date of the rent.



In addition, the landlord must add a “**standard appendix**” (the same for everyone) in which the main laws about the leases and the regional health norms are duly explained (the minimal comfort and healthiness that the housing must meet according to the housing’s rules of each Region).

The duration of the lease

- ▶ **Either a lease of short duration** : a maximum of 2 contracts over a period of 3 years.
(For example : you have a first one year’s contract and after a two years’ contract. Or, a first one year’s contract and then a second one year’s contract. After these 2 contracts, you automatically get a 9 years’ lease.)
- ▶ **Or a lease of long duration, a 9 year’s contract**



The landlord has a legal obligation to register the lease.

Locative guarantee

Also called “**deposit**” is used to compensate and reimburse the landlord if you are hold responsible for any **damages** in his housing.

The landlord may also recover the deposit if you haven’t paid your rent or if your unpaid bills were addressed to him (water, gas, electricity, etc).

If no problem occurred, the **tenant recovers the deposit plus its interests** by leaving the housing. The guarantee must be deposited **on a blocked bank account** that bears the names of the landlord and the tenant.

It can be constituted in **3 ways** :

- ▶ You set aside the **whole amount** at the bank : in this case, the guarantee does not exceed a 2 months’ rent (without service charges).
- ▶ You don’t have the whole amount : you can **pay monthly** and constantly at the bank (the same amount each month) during minimum 1 year (if it is a 1 year’s lease) and maximum 3 years (if it is a 3 years’ lease or more). In this case, the guarantee is worth a 3 months’ rent (without service charges).
- ▶ **By means of your CPAS** : the latter concludes a contract with the bank; the bank provides the landlord with a guarantee of **3 month’s rent**. (The landlord doesn’t know that the CPAS steps in your guarantee).

The cancellation of the lease

It is the **termination of the contract** before the set date.



You must **always** send a **notice** (by registered mail to advise the lessor of your departure) **even if it is the end of the lease**.

Example : Your lease ends on 31st December ; your landlord must receive your written notice at the latest by the 30th September.

The tenant and the landlord can also come to an amicable arrangement (= an agreement that suits the two parties).

The cancellation by the tenant

For a 9 years’ lease contract

The cancellation may take place at anytime, BUT it always requires **3 month’s notice** and you will have to pay :

- During the 1st year : a 3 months’ indemnity,
- During the 2nd year : a 2 months’ indemnity,
- During the 3rd year : a 1 month’s indemnity.

For a short duration’s lease

This contract **cannot be terminated**, except if it is clearly mentioned in the lease or solved on the ground of an amicable arrangement.

The cancellation by the landlord

For a 9 years' lease contract

He has to forewarn you **6 months in advance in writing** (a 6 months’ notice) :

- ▶ For his personal possession of the housing (at anytime)
- ▶ To make renovation works (each 3 years)

For a short duration’s lease

This contract **cannot be terminated**, except if it is clearly mentioned in the lease or solved on the ground of an amicable arrangement.

What if the landlord asks you to hand over the money direct, to give him “cash” money?

It is a common but illegal practice. If you have no choice, you must demand a **receipt signed by the landlord**, with the **date and amount** and indicating the **phrase “for locative guarantee”**.



You have the right to ask your landlord, by means of a registered mail, to block the money at the bank. If he doesn’t comply with your request, he is obliged to pay you higher interests when you are leaving the housing.