

OKiN Op Kamers in Nijmegen

ALL YOU NEED FOR RENTAL IN NIJMEGEN

STUDENTENVAKBOND

AKKU

Huurteams
Nijmegen

ENGLISH
EDITION!



**FINDING
A ROOM**

Know where you need
to be to find the
perfect residence!



**RIGHTS AND
OBLIGATIONS**

Gain the upper hand in
landlord negotiations with
our useful tips & tricks.



**HELP AND
CONTACT**

Where can I ask my
questions, who can help
me, and where do I go?

Over ons



AKKU Student Union
Heyendaalseweg 141
N-1.280 (below the entrance to
the Gymnasium)
6525 AJ Nijmegen
info@akku.nu



AKKU Rechtswinkel (legal aid
centre) opening hours
The legal aid centre is open for
free legal advice on Tuesdays
from 12.30 pm to 1.30 pm and
on Wednesdays from 1.00 pm
to 3.00 pm.



Huurteams Nijmegen
Toernooiveld 100, 6525
EC Nijmegen info@huur-
teamsnijmegen.nl

Huurteams walk-in hours
Wednesdays from 10.00 am to
3.00 pm

Colofon

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Edited by

O.Y. Ifzaren, J.C. Bakker,
B.F.L. Titulaer & S.M.
Stevens

Lay-out & design

Tibbe in 't Veld

Other contributors:

Janna Gerrits, Eva Stienis-
sen, Miriam van Kralingen,
Simon de Vette, Femke
Boer, and Henk Oosterdijk

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International office
Radboud in'to Languages

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Preface

Nijmegen is one of the best student cities in the Netherlands. We are certain that you will greatly enjoy your time studying here. Nearly forty thousand students study at the universities in the city. Most of these students would love to live in Nijmegen, but finding the right room here is becoming more difficult with each passing year. To compound the problem, the demand in the market for rooms is so high that some landlords do not strictly comply with the rules regarding rental prices and maintenance. In addition, each tenant must comply with specific rules when they leave their room. Simply put, there is a lot that you have to bear in mind when searching for, finding, and maintaining a room. This guide will provide you with information about these things.

This guide is published by the AKKU Student Union and Hurteams Nijmegen. The AKKU Rechtswinkel (legal aid centre) is the legal consultation service of the AKKU Student Union. Its enthusiastic students are here to provide you with free assistance for all the questions you have about rental law, study funding, education, and a wide variety of other topics. For specific questions about rental law and for assistance with approaching the rental committee, you can contact Hurteams Nijmegen. This non-profit organisation provides you with free advice for legal procedures involving excessively high rental prices, service fees, and an all-inclusive rental price.



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Chapter 1

How do I find a room?

Since there are very few rooms available in a city like Nijmegen (especially at the beginning of the academic year), it is difficult to find one. For this reason, it is unrealistic to believe that your first room will be perfect and that you will stay there for the entire duration of your studies. You will be better served to settle for a room that is somewhat less desirable than what you had hoped. Finding rooms is a bit easier if you are already living in the city. Sometimes, family, friends, or acquaintances can offer a solution by letting you stay with them for a bit. At the beginning of the academic year, there is a large number of students who are all looking for a room. The majority find a room before the end of the first academic year. We recommend that you start looking for a room as soon as possible.

Types of residences

There are various types of rooms:

1. Rooms in student residences
2. SSH& units (SSH& is the student housing provider in Nijmegen and Arnhem)
3. Rooms in private homes
4. Independent housing
5. Sharing a residence
6. Vacancy Law (Leegstandwet)
7. Anti-squatting and squatting
8. Special arrangements for internationals

Each has its advantages and disadvantages. These will all be addressed later in this guide.

1. Rooms in student residences

A room in a student residence hall is what comes to mind when most people think of a “student room”. You and several other students share a house owned by someone who lives elsewhere. Student residences vary wildly, so it is difficult to provide a general description. In nearly all of them, you share washing facilities and a kitchen with others, but this is different for each situation.

- + A great deal of contact with your fellow students.
- + A high degree of freedom.
- The prices can be high.
- The houses are often older and less well maintained.

2. Special arrangements for internationals

Both the Radboud University and the HAN University of Applied Sciences have special housing programmes for internationals. These are meant for internationals who come from far, which in the case of the RU means at least 350 km and in the case of the HAN a country that requires a visum. These special arrangements guarantee housing for internationals for the first year of their studies. You can inquire at either the International Office of the Radboud University or the HAN Housing Office about these arrangements.

- + Guaranteed housing if you come from far.
- + Your stay will be arranged for you.
- You have to leave your residence after a year.
- Usually the rooms are furnished which makes the cost higher

3. SSH& units

The Stichting Studentenhuisvesting Nijmegen & Arnhem is by far the largest provider of student rooms in Nijmegen with 6,500 student residences. The rooms are located in various complexes throughout the city. As a first-year student, the complexes that will be most relevant for you are Hoogevelde, Vossenveld, Galgenveld, and Leeuwenstein. In Hoogevelde and Vossenveld, five to sixteen students live together per corridor. Many of the facilities are handled by SSH&. It is recommended that you register for the SSH& waiting lists in a timely fashion. More information on SSH& is provided in Chapter 2.

- +A great deal of contact with your fellow students.
- +A wide range of practical matters are handled for you.
- +A great price for what you get in return.
- Waiting lists.

4. Rooms in private homes

Some people rent out rooms in a house that they own and occupy themselves, i.e. you will be living with the landlord. Although few students feel at home in this type of residence, there are certain instances where it can be beneficial. The biggest advantage is that, due to its limited popularity, you often have a better chance of getting a room. On the other hand, you have less rental protection in these rooms. The landlord can evict you from the house during the first nine months that you live there without providing a reason. However, the landlord is required to observe a notice period of three months.

- + The landlord often handles practical matters.
- A room in an owner-occupied property provides you with less rental protection (see Chapter 4).
- You have to get along with the landlord.
- You have far less contact with your fellow students.

5. Independent residences

An independent residence is one that you do not share with others. You have your own entrance, kitchen, bathroom, and toilet. This type of residence is typically not recommended for first-year students, because you won't have a flatmate to get to know or show you the ins and outs of student life. Students further along in their academic careers tend to prefer independent living. However, it is often much more difficult to find an independent residence than a room. There are long waiting lists and the rental price is higher than for rooms. On the other hand, you can receive rent benefit (huurtoeslag) from the Tax and Customs Administration under certain conditions, which could effectively mean that you pay less rent. For more information on the rent benefit, please visit the Tax and Customs Administration website.

- + You have complete freedom.
- + In the social sector (often through a housing association), you can get very good value for money.
- Long wait times.
- You have to handle all practical matters on your own.
- Typically, no contact with fellow students in the house.

6. Sharing a residence

In order to reduce costs and increase your chances, you can opt to share a residence with several others.

This means renting a residence with a few other people. You split up the rooms and the total rental price among yourselves.

- +It may result in a high-quality living space.
- +It can be relatively cheap.
- +Living together with friends or acquaintances.
- Not every landlord is looking for student tenants.
- Each party is responsible for the whole: if one flatmate doesn't pay the rent, the others will have to pay more to make up the difference.

7. Vacancy Law (Leegstandwet)

It is possible to rent a residential unit that is available according to the rules of the Vacancy Law. For example, a landlord may want to rent out a property temporarily until it is sold. A permit must be issued by the municipality for this type of rental (without the permit, it is considered a standard rental agreement). A drawback of this type of rental is that fewer rental protection provisions apply. In the event of cancelling the rental agreement, the landlord must observe a notice period of at least three months.

In addition, the minimum duration of the rental agreement is six months.

- +Suitable as a transitional situation while seeking permanent housing.
- +It may result in a high-quality living space.
- Little rental protection: after six months, the landlord can cancel the rental agreement without providing a reason, but must observe a notice period of three months.

8. Anti-squatting housing

Anti-squatting housing is an affordable way to live. Buildings that are going to be demolished or are temporarily vacant can be “loaned” by an anti-squatting agency in order to prevent squatters from occupying the premises. The residents pay a specific amount each month. This payment is not rent; it is a reimbursement for the gas, water, electricity, and other services provided. Since there is no rental agreement involved, there is no rental protection. You can be evicted from the premises at any time (the notice period is often two weeks).

- +Low price.
- +Relatively large living space.
- Little clarity about your rights, few certainties.
- Facilities are often in poor condition.

Chapter 2

Looking for a room

Before you begin your search, it is wise to take stock of your realistic requirements for a room. How large do you need the room to be? Is it important to have your own washing facilities? Do you need to be able to reach your educational institution or the city centre within ten minutes by bicycle? How many people are you prepared to share the facilities in the residence with? The answers to these questions will help you in your search. The first residence you find probably won't be perfect. Just remember that you can also search for a better home while living at your first, less-than-perfect one. The newest occupant often gets the smallest room in student residences, but you can often work your way up quickly.

Tip

Register with Entree as soon as possible. Entree is the partnership between housing providers in the Arnhem and Nijmegen region. This allows you to accumulate the necessary wait time during your studies to get a residence after your time as a student.

There are several ways to search a room:

- Via SSH&
- Via the International Office of your university
- Via the internet
- Via social media
- Via an agency
- Via advertisements

The advantages and disadvantages of these different methods are discussed below. We have also included some examples from other housing agencies.

SSH&

SSH&, Nijmegen and Arnhem's leading student housing provider, has 25 residential complexes and nearly 80 student properties with 6500 units for students in total. Once you register, you can respond to rooms that become available. You can register at this website: www.sshn.nl. To register you are required to have valid proof of enrolment, since the SSH& only rents out to students.

The SSH& started to allocate their rooms exclusively by lottery as of 1 July 2020. Any registered person can enter the draw for rooms with shared facilities. Only current SSH& tenants can partake in the draw for independent residences (with private facilities) located in Nijmegen.

Independent residences located in Arnhem do not have the restriction that you need to be already renting a residence from the SSH&.

Travel-based urgency

If your travel time from your current residence to the station in Nijmegen is longer than two hours, you are eligible for travel-based urgency. With urgency you will have priority for rooms found in the Vossenveld complex. For current information, you can always visit the SSH& website: www.sshn.nl

Commissie van Toewijzing (allocation committee)

If you feel that there are founded personal reasons as to why you very urgently require housing, you can also submit a written request to the Commissie van Toewijzing. The committee consists of three students. The secretarial office is managed by SSH&. Each candidate's situation is examined individually, after which a decision will be made. It is important that you provide a clear description of the reasons why you feel you deserve urgency.

Cohabitation is possible too at SSH&. You can register as a couple with your partner. Once you are registered as a "duo", you can respond to double occupancy residences for two people. However, this is only possible if either you or your partner is already renting from the SSH&.

Every Wednesday, at 12.00 p.m., the SSH& publishes their vacant rooms and residences on their listings page. You have one week to respond, until 11.00 a.m. the following Wednesday. You can respond to one room (or residence as soon as you are living with us) every week. After that, the rooms and residences will be divided. The lottery is done through a system and the system chooses at random.

P. van Eekelen

13

Kruisje

K.A.W. Koss

14

S. Stoll

15

ssh&

hier wonen studenten

De juiste studie gevonden. Nu nog de

perfecte kamer. Met 6.500 kamers

beschikt SSH& over het grootste

aanbod in Nijmegen & Arnhem.

Vind je kamer op

www.sshn.nl

Volg ons nu ook op:



Laura

ALGEMEEN 16

The International Office of your University

At both the HAN and the RU there is a special department which helps international students with their housing. There are some requirements you have to meet to be applicable for the housing these offices provide. For the RU you have to live further than 350 kilometers from Nijmegen to be applicable. For the HAN you have to come from a country for which you require a visum to visit the Netherlands.

In case you meet these requirements you can find more info about the housing the International Offices of the universities provide here:
<https://www.ru.nl/io/english/>

<https://www.han.nl/international/english/about-han/international-office/>

These offices can help you greatly with your housing, but they only offer rooms for a limited amount of time (a half or one year) and from which you cannot resign during that time. So if you plan to stay longer this may not be the best option for you.

Internet

Student rooms are offered on various internet sites. You can often create a profile yourself and respond to the rooms on offer or post your own request for a room. Examples of websites:

www.kamernet.nl - Kamernet is a well-known provider. In order to respond to rooms, you must pay a fee of €19.00 which allows you to respond to rooms for a 15-day period. You can also receive free e-mails when rooms open up.

www.kamer.nl - This website also has a large selection of rooms. For a fee of €9.32 per month, you get unlimited responses to all rooms. Under certain conditions, there is a "room guarantee": if you do not find a room within six months, then you can request a reimbursement of your registration fee.

www.kamertje.nl - You get unlimited responses to all rooms for €19.95 per month. You can also receive free e-mails when rooms open up.

www.directwonen.nl - Many available residences are listed on this site. Registering and responding to offers is free, but you may have to pay fees to an advertiser when you sign your rental agreement.

+It is easy.

+Posting a request is almost always free.

+Most sites have an e-mail service that keeps you up to date on new rooms.

- It often costs money to respond to a room.

- Since it is easy, you are frequently not the only one who has been invited, so it requires a bit of perseverance.

- Advertising sites do not guarantee you fair rent.

Visiting residences and meeting flatmates

When a room opens up in a student residence, the occupants often organise an evening to view the space, inviting several flatmate candidates. The residents ultimately determine who can live in the room. When you are invited to one of these evenings, it is wise to present yourself as the ideal candidate. Here are some tips:

You should ask questions. A conversation in which you are engaged is better than a “hearing”, not to mention that it shows your interest. You can exaggerate, but make sure you are being yourself. Don’t be alarmed by strange questions: respond to them with equally original answers! If you are rejected, ask why. Hang in there, it will go better next time!

Social media

You can use social media like Facebook to let the world know that you are looking for a room. It also allows you to keep track of available residences! There are a variety of Facebook groups where new rooms are constantly posted, such as “Kamersite, voor het gratis posten en reageren op kamers in Nijmegen” and “Kamer Te Huur In Nijmegen”. You can also simply search for “kamers nijmegen” which will provide a list of a lot of Facebook groups.

- + Using social media is free.
- Social media pages are very busy, so there is a lot of competition.

Agencies

In Nijmegen, there are several commercial agencies that can help you find a room. These agencies act as an intermediary between you and the landlord. You pay a fee to the agency for this service.

- + They will search for a room for you.
- + Generally, you will be able to quickly find a place to live.
- High fees for mediation.
- Agencies often specialise in the somewhat higher price classes and independent residences. These types of residences are rarely ideal for a first-year student.
- Agencies do not guarantee you fair rent.

The advantages and drawbacks of various agencies are briefly discussed below.

1. Kamerbeheerservice (KBS)

This room administrator mediates between parties and also manages various rooms.

- + Registration is free.
- KBS organises viewings with up to six people.
- You have to call the office regularly.
- When you sign your rental agreement, you must pay a fee of €120.00.

2. Rots-Vast

- +When a property opens up, you will receive an e-mail.
- +You can register for free.
- You pay filing and administrative fees, which are not fixed beforehand. These fees can be quite high!

3. Wibeco

Wibeco rents out rooms in the Albertinum monastery on Heyendaalseweg. Wibeco also rents out other residential units.

- +There are no contract or mediation fees. Registration costs €27.50 annually.

4. Woonburo

Woonburo offers rooms as well as many upper-floor and independent residences.

- + No registration fees.
- High fees upon signing the rental agreement: In addition to €75.00 in contract fees, you pay €275.00 in mediation fees for a room, €550.00 for an upper-floor residence, and €700.00 for an apartment, none of which include VAT.

Advertisements

You can search for advertisements in regional and home delivery newspapers (De Gelderlander or De Brug). You can also place an ad in these newspapers yourself.

- These generally only offer owner-occupied residences.

Hanging ads in supermarkets (for landlords), cafes, or at the university (for student residences) can also work well. Make sure that your ad stands out, because you won't be the only one putting one up.

- + People who call you are actually interested in you, otherwise they would not call.
- Requires a lot of time to get results (you often have to hang up new ads, because something new is often quickly posted over them).

Please note!

Finding a residence via an advertising site or agency does not guarantee you fair rent or a fair rental agreement that meets legal requirements. In fact, it often turns out that the property on offer does not meet legal requirements. Chapter 4 contains more information on your rights and obligations. Don't allow yourself to be fooled simply because a professional party is involved in drawing up the rental agreement.

Chapter 3

Residence found! What do I do now?

Registering with the municipality

It is important to be aware of the fact that several institutions assume that you will register with the municipality you are moving to using the address at which you are going to live. One of these organisations is the Tax and Customs Administration. It uses this registration to determine matters such as your eligibility for rent benefit (see below).

In general, you are required to register at your correct address. For example, if you are registered at the wrong address, this will result in difficulties when applying for different types of benefits. You can also be fined for not registering at the correct address in time.

Requesting rent benefit (huurtoeslag)

You can apply for the rent benefit at the Tax and Customs Administration. When renting residences that are not independent, you are typically not entitled to this benefit (SSH& will indicate whether or not your case is an exception). In principle, you can claim rent benefit for independent living spaces. Independent living spaces are residences with their own front door and washing facilities (shower/bath), toilet, and kitchen in the space itself. Studios and apartments are typically independent living spaces.

The right to rent benefit only exists if the calculated rent (rekenhuur) is not higher than the benefit limit. The benefit limit for persons 18-23 is €414.02 per month and for persons over 23, it is €710.68 per month (reference: August 2017).

The calculated rent consists of the basic rental price plus “service costs” as defined by the Wet op de huurtoeslag (rent benefit act), which is different from what is typically considered to be a service cost! These costs are:

- Cleaning fees for common areas
- Energy expenses for common areas
- Caretaker costs
- Costs for service and recreation areas

The maximum of these “service costs” is €48.00 in total, with a sub-maximum of €12.00 per category.

The amount of the rent benefit differs in each situation, but can be up to several hundred euros per month. If your annual income is more than €22,000, you can no longer claim rent benefit.

It is important to know that you are only eligible for rent benefit if you are registered at the address for which you are requesting rent benefit. It is also important that the incomes of any other co-residents, including sub-tenants, is included in the application. Are you subletting your residence to an international student while you are abroad and do they want to register at your address? Make sure that your sub-tenant provides income information that the Tax and Customs Administration can use, otherwise you run the risk of losing your right to rent benefit!



Residential inspection

It is recommended that you thoroughly inspect the residence before moving in to avoid any disputes with your landlord about damages. In principle, it is the landlord's responsibility to create an inspection list, which will be discussed further in the next chapter. If the landlord does not do this themselves, try to initiate it on your own. It is also useful for you to determine the shortcomings of the residence before making any agreements, whether that involves mould, broken toilet cisterns, non-functioning smoke alarms, or clogged ventilation ducts.

Weet jij al of je te veel huur betaalt voor je kamer?

Check het direct op:

www.checkjekamer.nl

Veel studenten betalen teveel huur voor hun kamer, studio of appartement. Wat ze vaak niet weten is dat hun kale huur wettelijk ligt vastgesteld en dat ze de teveel gevraagde huur kunnen terugvragen via de huurcommissie. Check dus hoeveel geld jij zou kunnen terugkrijgen!



Chapter 4

Rights and obligations

The rental agreement

In principle, everything involved in the rental should be documented in the rental agreement. Generally, this will be recorded on paper in a single document. This does not affect the fact that the rental agreement can also be made or modified verbally and agreements made in individual e-mails can also be included as part of the rental agreement.

It goes without saying that it is better to record as much as possible in a document and this is typically what is done. Many landlords use a template agreement for this and adjust it to fit the specific rental situation (but sometimes they do not). Whatever is stated in the rental agreement ultimately takes precedence in any disputes. Any “house rules” or “general terms and conditions” only apply if you have had the opportunity to review these rules prior to signing the agreement. It is recommended that you carefully review the rental agreement presented to you prior to signing it and that you understand it as clearly as possible. It is also important that you keep the rental agreement or a copy or scan of it for safe keeping. This is not just so you know what your rights and obligations are, but also because you will need to have your rental agreement with you to arrange various matters.

Does that mean that practically anything can be included in the rental agreement, without you being able to do anything about it? The basic principle for rental agreements is that parties may put anything in

there, unless these agreements are in violation of the law. This key rule assumes that you, as a party in the agreement, have the freedom to negotiate. In practice, this is often not the case when it comes to renting a residence and prospective tenants often feel forced to sign contracts that contain provisions which affect them very negatively. Rental law also contains many regulations that protect tenants and which make certain agreements entirely invalid. Tenants in the Netherlands are well protected and have many instruments at hand to fight for their rights. In this chapter, several common topics are addressed.

The information provided below is a rough outline of rental law, which only serves as basic information and is not intended to be complete. Do you have legal questions as a result of what you have read in this chapter? If so, you should contact the AKKU Rechtswinkel or, if it pertains to rental prices, overdue maintenance, or service costs, contact Huurteams Nijmegen. The authors of this brochure strongly advise against taking legal action against landlords on your own if you are not sufficiently informed.

1. Obligations of the tenant

The obligations of the tenant are essentially quite simple. The tenant must:

- Pay the rent in a timely fashion
- Not damage the property
- Not be a nuisance in any way
- Repair “minor defects” on their own
- Promptly inform the landlord of problems with the property or payment

The tenant must also behave appropriately. In practice, this means that you comply with reasonable requests from the landlord. In doing so, you must sometimes provide the landlord with access to the property if something must be repaired, you must be respectful of the property and of your co-habitants, and you must report problems in a timely fashion.

For a more specific definition of “minor defects”, please refer to the “Defects and overdue maintenance” section on [page 42](#).

2. Contract and mediation fees

It is not uncommon for landlords to charge fees for drawing up the contract or similar tasks. Sometimes, separate fees will be charged for issuing keys or organising viewings. The case law for these fees varies, but the district judge who presides over nearly all Nijmegen rental cases typically considers these inadmissible. Ultimately, it depends on the circumstances of the case or the specific fees that are being charged. Do you think that you were wrongly charged for contract fees? If so, contact the AKKU Rechtswinkel for further consultation.

Please note: contract costs must be distinguished from mediation fees. Contract fees are requested by the landlord, whereas mediation fees are requested by someone other than the landlord (the intermediary). Prior to 1 July 2016, requesting mediation fees was only prohibited for independent living spaces. For the other types of residences, it differed by case. Since 1 July 2016, intermediaries are not permitted to charge mediation fees for both shared and independent units.

3. Inspection list

Earlier in the brochure, we mentioned that creating an inspection list is advisable and that this is, in principle, the responsibility of the landlord. Without a completed inspection list, the tenant is not liable for any damage that is detected later upon leaving the premises. From a legal perspective, the tenant receives the property in the same condition as they will ultimately return the property, unless the landlord can prove otherwise.

However, it is recommended to push for an inspection list and, if the landlord does not do this, to do it yourself. The reason for this is that landlords are not always aware of the need for an inspection list and the consequences that not creating one will have for them. In practice, you also see that landlords decide to withhold the security deposit after you have vacated the premises, because they find damage that had actually been there at the beginning of the rental period. This is not allowed, but the only way to get your deposit back is to begin the legal process. In order to avoid a long, drawn-out legal procedure, it is best for both the tenant and the landlord that they thoroughly inspect the residence together at the start of the rental period.

4. Security deposit

It is common that a landlord will ask for a specific amount as a deposit. Typically, the deposit is equal to one or two months of rent. The idea behind a deposit is that it provides the landlord with security in the event that the tenant behaves inappropriately and in turn, the landlord suffers damages. In this case, the landlord is entitled to deduct the damages from the deposit. At the end of the rental agreement, the deposit is returned to the tenant if they, in principle, have conducted themselves appropriately.

It is legally impossible to offset the deposit using the rent paid. The deposit is not legally regulated. For the precise obligations regarding the security deposit, you must refer to the rental agreement, but the deposit provisions are often relatively concise.

The deposit often involves doing what is necessary. Dishonest landlords often illegally withhold the deposit, because the costs associated with getting it back are frequently higher than the amount itself. This has resulted in tenants often using this deposit to settle their last month's rent in order to prevent it from being withheld, since there is no penalty for that from a legal perspective.

Are you unsure if your landlord has wrongfully withheld the deposit? If so, contact the AKKU Rechtswinkel for advice.

5. Contract length

Prior to 1 July 2016, it was very difficult for landlords to make contracts that ended after a specific period of time. Even if a "fixed-term" contract was made (e.g. for one year), the contract was renewed indefinitely from a legal perspective, with a few exceptions. A contract that was made for a fixed term could be cancelled by the tenant, but not in the interim period. In general, the landlord could only get rid of a tenant by dissolving or terminating the rental agreement, but as a rule that was impossible if the tenant did not behave inappropriately (for more information, see the section "Protection in the event of rental cancellation" on [page 45](#)).

Since 1 July 2016, the regulations for fixed-term contracts have changed. If a fixed-term contract was signed (i.e. not the start of the contract) prior to 1 July 2016, then this contract will expire at the end of its term, provided the following conditions have been met:

- The fixed term cannot be longer than two years for independent residences (see: page 19) and not longer than five years for shared units.
- The landlord must inform the tenant of the end of the rental agreement between one and three months prior to the end date.

After a fixed-term agreement with the landlord has expired, the landlord is not permitted to enter into another fixed-term agreement with you. If this is done, the second agreement is considered to be an indefinite one that is being continued.

It is also possible for landlords to make the rental dependent upon whether the tenant still belongs to their target group. Students are one of these target groups. In a “campus contract” such as the default contract that SSH& uses, the landlord is authorised to request proof of enrolment from the tenant. If the tenant is unable to provide this, then the landlord is authorised to cancel the rental agreement. SSH& employs a policy in which they typically request proof of enrolment in October and, if the tenant is no longer a student, they give them until roughly June to relocate.

Rental price law

The rental price typically consists of a base rental price and a service cost component (e.g. gas, water, electricity, TV, internet, etc.). This is usually apparent in the rental agreement. If that is not the case, you have an all-inclusive rental price, which is discussed further in the next section.

In the Netherlands, rental prices are very strictly and uniformly regulated. When we say uniform, we mean that the property valuation system - which determines the maximum rental price of your residence -

takes the market value of your residence into serious consideration. This means that rental price law has a greater impact on scarce rental markets, such as Nijmegen's, than it does on less competitive ones. In turn, this makes it particularly wise to thoroughly examine a room in Nijmegen that appears inexpensive. For example, it is not uncommon to see a tiny room in Nijmegen city centre going for 300 euros a month. That may be the market value, but it is often the case that those kinds of centrally located shoeboxes are not even worth half that amount.

Below, we explain exactly how rental price law works. What is your residence worth? How do you dispute your rental price? What about the service charges?

Maximum base rental price

In principle, the base rent is connected to the legal maximum, which is based on a point system that is used to calculate the property valuation (the "property valuation system"). Points are determined using the facilities available in the unit (e.g. size, washing facilities, heating). The system is different for independent and shared units.

The next page shows the property valuation system for a shared unit. This will allow you to check whether your base rent is fair. We have opted to only include the point system for shared units because that is the most common type of residence for students. The scale below is not 100% complete, but it gives you a general idea of how much your residence is worth. It is also possible to get a more comprehensive point score by providing your information to this site: www.huurcommissie.nl. This site also has the current tables for maximum base rent prices.

Point system (1/3)

Points:

1. Area

Only the surface area where the floor-to-ceiling height is at least 1.5 metres should be included. Surface areas with figures ending in 0.5m^2 or more should be rounded up and rounded down for those ending in less than 0.5m^2 . The surface area of a space should not be included if at least 50% of the space is not 2.10 metres in height.

- Room(s) and kitchen per m^2 . 5 points
- Heated common areas (also open-plan kitchen) totaling at least 15m^2 , per m^2 . 5 points

Please note: this number must be shared with all residents who can use it.

2. Heating

- If there is central heating, heated room(s) and kitchen per m^2 . 0,75 point
- If there is a gas connection, fireplace or smoke extraction for gas stoves. 3 points
- Thermostat controls on hot-water radiators. 3 points

3. Kitchen

No points if the countertop is shorter than 1 m or if there is no hot water, no connection for a refrigerator or stove, and no ventilation duct.

- Separate, private kitchen. 20 points
- Private kitchen in living room of 25m^2 or more. 20 points
- Private kitchen in living room of 15 to 25m^2 in size. 10 points
- Private kitchen in shared room. 10 points
- Common kitchen used by up to five residential units. 4 points
- Common kitchen used by more than five residential units. 0 points

Point system (2/3)

Points:

4. Toilet

- Private toilet. 12 points
- Toilet shared with up to five residential units. 2 points
- Toilet shared with more than five residential units. 0 points

5. Bathroom

A wash basin is only counted once.

- Private shower or bath. 15 points
- Shower or bath shared with up to eight residential units. 3 points
- Shower or bath shared with more than eight residential units. 0 points
- Private wash basin (not located in the toilet). 10 points
- Communal wash basin in a lockable space shared with up to five residential units. 2 points

6. Outdoor space

Outdoor space must be paved to some extent (with tiles, platforms, etc.) and feature a railing.

- Private outdoor area larger than 10 m². 9 points
- Private outdoor area between 4 and 10 m². 3 points
- Common outdoor area larger than 10 m². 6 points
- Common outdoor area between 4 and 10 m². 2 points

7. Bicycle parking facilities

A bicycle parking facility must be at least 2 m² in size for each residential unit. It must also be covered and lockable.

- Private bicycle parking facility. 6 points
- Common bicycle parking facility. 2 points

Point system (3/3)

Points:

8. Point reductions

- Total surface area of living room and bedroom is less than 10 m². -10 points
- The unit or its toilet is only accessible via a living room or bedroom of a different resident. -10 points
- The residential space is located on the 5th floor or higher and does not have a lift. -5 points
- The window (not including the frame) of the primary room in the unit is smaller than 0.75 m². -10 points
- The lowest window frame of the primary room in the unit more than 1.6 m above the floor. -10 points
- There is a facade wall within 5 m of the largest window of the primary room in the unit. -10 points
- Hot meals cannot be made in either the residential unit or the common spaces. -20 points

11. National monument

- Is the residence part of a national monument? Yes: 50 points

Total:

Maximale huurprijsgrenzen voor onzelfstandige woonruimten per 1 juli 2017

punten	bedrag								
1	2,11	41	84,19	81	166,21	121	248,31	161	330,36
2	4,15	42	86,23	82	168,3	122	250,36	162	332,42
3	6,21	43	88,28	83	170,33	123	252,38	163	334,46
4	8,28	44	90,32	84	172,4	124	254,44	164	336,53
5	10,32	45	92,37	85	174,46	125	256,48	165	338,58
6	12,39	46	94,43	86	176,5	126	258,55	166	340,61
7	14,45	47	96,48	87	178,56	127	260,61	167	342,67
8	16,5	48	98,54	88	180,61	128	262,67	168	344,71
9	18,56	49	100,6	89	182,64	129	264,72	169	346,79
10	20,62	50	102,64	90	184,71	130	266,77	170	348,84
11	22,63	51	104,71	91	186,75	131	268,81	171	350,85
12	24,68	52	106,74	92	188,82	132	270,86	172	352,92
13	26,73	53	108,82	93	190,85	133	272,93	173	354,98
14	28,8	54	110,86	94	192,91	134	274,98	174	357,05
15	30,86	55	112,92	95	194,98	135	277	175	359,07
16	32,89	56	114,95	96	197,03	136	279,07	176	361,14
17	34,95	57	116,96	97	199,08	137	281,13	177	363,18
18	37,01	58	119,05	98	201,13	138	283,19	178	365,26
19	39,07	59	121,1	99	203,17	139	285,24	179	367,29
20	41,12	60	123,16	100	205,24	140	287,28	180	369,35
21	43,15	61	125,21	101	207,27	141	289,33	181	370,4
22	45,19	62	127,26	102	209,32	142	291,39	182	371,47
23	47,26	63	129,31	103	211,37	143	293,45	183	372,54
24	49,29	64	131,38	104	213,41	144	295,5	184	373,62
25	51,36	65	133,44	105	215,5	145	297,51	185	374,65
26	53,39	66	135,49	106	217,53	146	299,58	186	375,73
27	55,47	67	137,49	107	219,59	147	301,66	187	376,77
28	57,53	68	139,55	108	221,66	148	303,69	188	377,85
29	59,57	69	141,63	109	223,67	149	305,73	189	378,89
30	61,62	70	143,66	110	225,75	150	307,8	190	379,97
31	63,66	71	145,72	111	227,79	151	309,83	191	381,02
32	65,72	72	147,76	112	229,83	152	311,91	192	382,11
33	67,77	73	149,81	113	231,88	153	313,93	193	383,14
34	69,8	74	151,88	114	233,92	154	316	194	384,21
35	71,86	75	153,95	115	235,98	155	318,06	195	385,27
36	73,92	76	155,98	116	238,04	156	320,1	196	386,34
37	75,97	77	158,04	117	240,11	157	322,17	197	387,41
38	78,04	78	160,06	118	242,16	158	324,2	198	388,48
39	80,08	79	162,14	119	244,2	159	326,26	199	389,54
40	82,14	80	164,18	120	246,25	160	328,33	200	390,61

Maximale huurprijsgrenzen voor onzelfstandige woonruimten per 1 juli 2017 (vervolg)

punten	bedrag								
201	381,67	201	434,34	201	476,66	321	519,16	361	561,66
202	392,72	242	435,22	282	477,71	322	520,22	362	562,74
203	393,8	243	436,3	283	478,78	323	521,26	363	563,8
204	394,82	244	437,36	284	479,87	324	522,37	364	564,83
205	395,91	245	438,43	285	480,9	325	523,4	365	565,93
206	396,95	246	439,47	286	481,98	326	524,49	366	566,99
207	398,04	247	440,53	287	483,04	327	525,53	367	568,04
208	399,1	248	441,6	288	484,11	328	526,61	368	569,12
209	400,17	249	442,67	289	485,17	329	527,63	369	570,18
210	401,21	250	443,71	290	486,24	330	528,75	370	571,24
211	402,29	251	444,77	291	487,29	331	529,77	371	572,31
212	403,33	252	445,86	292	488,36	332	530,85	372	573,36
213	404,42	253	446,9	293	489,41	333	531,9	373	574,42
214	405,48	254	447,96	294	490,48	334	532,99	374	575,5
215	406,53	255	449,02	295	491,55	335	534,02	375	576,56
216	407,59	256	450,09	296	492,61	336	535,09	376	577,61
217	408,64	257	451,14	297	493,67	337	536,17	377	578,66
218	409,71	258	452,23	298	494,73	338	537,21	378	579,75
219	410,8	259	453,27	299	495,78	339	538,29	379	580,81
220	411,87	260	454,35	300	496,88	340	539,35	380	581,83
221	412,91	261	455,39	301	497,91	341	540,42	381	582,92
222	413,99	262	456,48	302	498,99	342	541,46	382	583,98
223	415,05	263	457,5	303	500,03	343	542,55	383	585,06
224	416,11	264	458,6	304	501,1	344	543,6	384	586,11
225	417,13	265	459,68	305	502,17	345	544,66	385	587,18
226	418,22	266	460,72	306	503,23	346	545,76	386	588,23
227	419,28	267	461,8	307	504,28	347	546,8	387	589,32
228	420,33	268	462,87	308	505,36	348	547,87	388	590,36
229	421,4	269	463,91	309	506,42	349	548,92	389	591,43
230	422,47	270	464,97	310	507,48	350	549,99	390	592,52
231	423,52	271	466,05	311	508,55	351	551,01	391	593,56
232	424,61	272	467,09	312	509,59	352	552,13	392	594,62
233	425,64	273	468,16	313	510,69	353	553,15	393	595,68
234	426,71	274	469,22	314	511,73	354	554,23	394	596,76
235	427,77	275	470,28	315	512,79	355	555,27	395	597,8
236	428,86	276	471,35	316	513,82	356	556,36	396	598,88
237	429,89	277	472,4	317	514,94	357	557,4	397	599,91
238	430,96	278	473,48	318	515,97	358	558,46	398	601,01
239	432,02	279	474,53	319	517,03	359	559,54	399	602,05
240	433,09	280	475,61	320	518,08	360	560,58	400	603,13

Maximale huurprijsgrenzen voor onzelfstandige woonruimten per 1 juli 2017 (vervolg)

punten	bedrag								
401	604,17	401	606,67	481	609,21	521	731,68	561	774,19
402	605,19	442	647,74	482	690,26	522	732,74	562	775,25
403	606,29	403	648,8	483	691,29	523	733,81	563	776,34
404	607,34	444	649,88	484	692,36	524	734,85	564	777,38
405	608,42	405	650,91	485	693,43	525	735,95	565	778,42
406	609,46	446	651,98	486	694,51	526	737	566	779,48
407	610,56	407	653,07	487	695,55	527	738,05	567	780,58
408	611,6	448	654,1	488	696,64	528	739,12	568	781,61
409	612,7	409	655,18	489	697,66	529	740,2	569	782,7
410	613,71	450	656,25	490	698,73	530	741,25	570	783,74
411	614,81	451	657,31	491	699,8	531	742,31	571	784,81
412	615,87	452	658,36	492	700,87	532	743,35	572	785,86
413	616,93	453	659,45	493	701,91	533	744,45	573	786,95
414	617,98	454	660,48	494	703	534	745,5	574	788
415	619,07	455	661,55	495	704,06	535	746,57	575	789,09
416	620,1	456	662,63	496	705,11	536	747,61	576	790,15
417	621,17	457	663,69	497	706,18	537	748,68	577	791,21
418	622,24	458	664,73	498	707,24	538	749,76	578	792,26
419	623,29	459	665,81	499	708,3	539	750,82	579	793,34
420	624,37	460	666,88	500	709,35	540	751,85	580	794,38
421	625,41	461	667,93	501	710,44	541	752,95	581	795,42
422	626,49	462	668,97	502	711,48	542	754	582	796,51
423	627,54	463	670,05	503	712,56	543	755,04	583	797,57
424	628,6	464	671,13	504	713,61	544	756,12	584	798,62
425	629,68	465	672,18	505	714,68	545	757,2	585	799,7
426	630,71	466	673,26	506	715,74	546	758,24	586	800,77
427	631,8	467	674,29	507	716,8	547	759,32	587	801,8
428	632,86	468	675,34	508	717,87	548	760,38	588	802,87
429	633,94	469	676,44	509	718,93	549	761,42	589	803,92
430	634,99	470	677,48	510	719,98	550	762,49	590	805,01
431	636,08	471	678,57	511	721,05	551	763,56	591	806,04
432	637,11	472	679,62	512	722,11	552	764,63	592	807,13
433	638,18	473	680,71	513	723,19	553	765,67	593	808,17
434	639,25	474	681,73	514	724,23	554	766,76	594	809,25
435	640,31	475	682,83	515	725,29	555	767,82	595	810,32
436	641,36	476	683,86	516	726,37	556	768,88	596	811,4
437	642,42	477	684,96	517	727,44	557	769,94	597	812,44
438	643,49	478	685,98	518	728,49	558	771,01	598	813,51
439	644,55	479	687,08	519	729,55	559	772,05	599	814,58
440	645,63	480	688,12	520	730,61	560	773,14	600	815,62

Maximale huurprijsgrenzen voor onzelfstandige woonruimten per 1 juli 2017 (vervolg)

punten	bedrag	punten	bedrag	punten	bedrag	punten	bedrag
601	816,68	641	859,22	681	901,7	721	944,2
602	817,75	642	860,28	682	902,75	722	945,3
603	818,81	643	861,35	683	903,82	723	946,32
604	819,9	644	862,39	684	904,87	724	947,41
605	820,95	645	863,46	685	905,95	725	948,45
606	822	646	864,51	686	907,01	726	949,52
607	823,06	647	865,55	687	908,07	727	950,58
608	824,13	648	866,66	688	909,13	728	951,63
609	825,18	649	867,69	689	910,21	729	952,72
610	826,26	650	868,77	690	911,27	730	953,76
611	827,32	651	869,82	691	912,32	731	954,83
612	828,39	652	870,9	692	913,4	732	955,88
613	829,43	653	871,92	693	914,47	733	956,97
614	830,5	654	873,03	694	915,52	734	958,01
615	831,56	655	874,06	695	916,55	735	959,08
616	832,65	656	875,15	696	917,65	736	960,13
617	833,68	657	876,19	697	918,68	737	961,23
618	834,75	658	877,27	698	919,77	738	962,27
619	835,82	659	878,32	699	920,79	739	963,33
620	836,9	660	879,39	700	921,9	740	964,39
621	837,95	661	880,46	701	922,94	741	965,46
622	839	662	881,51	702	924,03	742	966,53
623	840,07	663	882,57	703	925,07	743	967,59
624	841,14	664	883,64	704	926,13	744	968,65
625	842,19	665	884,71	705	927,19	745	969,7
626	843,28	666	885,76	706	928,26	746	970,79
627	844,32	667	886,84	707	929,33	747	971,83
628	845,4	668	887,89	708	930,39	748	972,9
629	846,44	669	888,94	709	931,46	749	973,95
630	847,51	670	890	710	932,5	750	975,02
631	848,57	671	891,07	711	933,58	>750	[*]
632	849,63	672	892,14	712	934,64		
633	850,69	673	893,19	713	935,7		
634	851,75	674	894,26	714	936,77		
635	852,82	675	895,3	715	937,83		
636	853,88	676	896,38	716	938,9		
637	854,96	677	897,45	717	939,94		
638	856	678	898,51	718	941,03		
639	857,09	679	899,55	719	942,07		
640	858,12	680	900,66	720	943,14		

[] The maximum rental price limit for more than 750 points is the amount obtained by multiplying €1.07 (that amount corresponds to the difference between the amounts specified for 750 and 749 points) by the number of points for the residential unit, subtracting it by 750 and then adding €975.02 (that amount corresponds to the amount specified for 750 points).*

(Huurcommissie, April 2017)

Example:

Bob lives in a heated student room that is 15 m² in size with a wash basin (75+10+10=95 points) in a mansion in Nijmegen-Oost. His radiator has an adjustable thermostat knob (3 points). Four other students live in his house. The five of them share a 20 m² kitchen (20 points), a toilet (2 points), and a bathroom with a shower (3 points). They do not have a garden or covered bicycle parking facility (they leave their bicycles in the gravel-covered front garden). Bob's unit is $95+3+20+2+2=123$ points, which is calculated to be 252.38 euros.

Important: additional fees are often charged for a parking space. Parking spaces are typically a part of the premises and therefore must be valued using the point system.

Have you calculated the total number of points? You can find the maximum base rent for your number of points below. Is your rent too high? The next few pages contain information on how you can request that your excessive rental price be changed.

Rent reduction

Dutch rental law addresses “liberalised” and “non-liberalised” residential units. In practice, the terms “free rent sector” and “social housing” are still used. A liberalised residential unit is an independent residence that has a monetary value of more than €710.68 (reference August 2018) in base rent according to the property valuation system. If that is the case, the property valuation system can be ignored and the landlord can ask whatever they want for the residence. If the residence is worth less than that, non-liberalised, then the tenant can challenge the rental price with the Huurcommissie. The Huurcommissie is an easily accessible, legal institution that specifically handles rental price disputes. Starting a procedure with the Huurcommissie costs 25 euros. The 25 euros will be returned to you if you win the case. A judgement from the Huurcommissie is binding.

There are two procedures for disputes regarding base rent:

1. Have you been in the residence for less than six months? If so, you can submit a request to assess the initial rental price to the Huurcommissie. The Huurcommissie will investigate what the residence is worth. Is the value lower than the agreed upon rental price? If so, then the Huurcommissie will retroactively lower the rental price up to the start of the rental period. That means that if you have already paid too much for several months, the landlord must refund the excess rent to you. You will also pay lower rent from then on. You may also be able to use the overpaid rent to offset the rent that you have to pay in the future.
2. Have you been living in your room for longer than six months and want to challenge the rental price? If so, you must first present a proposal for a rent reduction to the landlord, which must allow for a minimum of two full months between the date the

proposal was sent and the date that the proposal will go into effect. You must also include the following in the proposal:

- the current rental price and the percentage or amount that it will be changed;
- the new rental price and the proposed date for it to start.

The landlord has eight weeks to respond. If they do not respond or refuse to cooperate with the reduction, you can go to the Huurcommissie. In this case, the rent reduction does not apply retroactively. The rent reduction begins on the rent reduction date that was proposed.

Please note: The second procedure can only be started if the initial rental price that was agreed upon is lower than €710.68. That means that if you are renting an independent residential unit for a higher amount and six months have already passed, you can no longer challenge the rental price, even if the residence is worth less according to the point system.

The Huurteams Nijmegen foundation is a non-profit organisation funded by the municipality that helps to arrange procedures with the Huurcommissies on behalf of Nijmegen tenants. The Huurteams have a great deal of expertise in the field of rental law and provide their services entirely for free. If you think that you are paying too much rent, then it is strongly recommended that you contact Huurteams.

Please note: Every landlord is different. Sometimes your landlord is a property tycoon or slumlord who will barely bat an eye at a rental price procedure, but other times they are a private owner who doesn't know a thing about rental price legislation and have based their finances for the years to come on a rental price that is too high. Bear in mind that starting a rental price procedure will rub many landlords the wrong way and their responses may be less than pleasant.

Service fees

You typically pay service fees with an advance payment. The contract will specify which additional services are provided. Examples of these include gas, water, electricity, TV, and internet as well as cleaning expenses, glass insurance, and a portion of the fire-fighting equipment costs. At the end of the year, you should receive a summary with the costs that were actually incurred, which will be paid using the advance payment. The landlord is not allowed to make any profit on the service fees. You may be refunded money or you may have to pay more. If you wish to check that everything is correct, your landlord is required to cooperate with a request to review the accounting.

Historically, landlords often charge service fees that are too high, charge for fees that are not permitted, or do not settle these fees.

Examples of unauthorised service fees are owner taxes (property tax, certain taxes from the water board), ownership association fees, and boiler maintenance fees. These fees cannot be charged because, in reality, no service is being provided to the tenant, since these are expenses that the landlord would have to pay even if there were no rental system in place.

You can contact the Huurcommissie to determine what service fees you owe over the course of a financial year. You can set up this procedure starting on 1 July, after the financial year or which you are requesting a review. You can also approach the Huurcommissie to review an advance payment that is too high.

If you have any doubts about your service fees, how they are settled, or whether specific expenses are authorised? You can also approach Huurteams Nijmegen for free legal advice regarding service fees or to handle the procedures for you.

All-inclusive rental price

Sometimes a landlord does not distinguish between the base rental price and the service fee component. If that is the case and you will still be making use of services, then this is an all-inclusive rental price. This is an undesirable situation for a tenant, because this situation makes it difficult or impossible for a service fee statement to be requested. As such, it is advisable that the tenant make clear agreements regarding which fees cover specific costs.

If this does not occur, then you have an easy "in" with the Huurcommissie. If the Huurcommissie discovers that there is an all-inclusive rental price during a procedure, it will split it up by default, with 55% of the all-inclusive price being considered the base rent and 25% being the advance payment for service fees. The remaining 20% of the all-inclusive price will no longer apply.

Rent increase

The landlord is permitted to raise the base rental price a maximum of one time each year (but this is not permitted for an all-inclusive price). In the case of renovations to the residence, this can be ignored. Each year, the government determines what percentage the rental price is permitted to increase. Currently (reference: August 2018), the maximum increase for a shared residential unit (a room) is 2,9% of the base rent.

For independent residential units, the landlord can also apply an income-dependent rent increase. In that case, the maximum rent increase is 3,9% if the income of the tenant is €41.056 or less and 5,4% if their income is above that amount. If the amount is higher, the landlord must submit a statement to the Tax and Customs Administration indicating that your income is greater than €41.056.

In the case of either an independent or shared residential unit, your landlord must present a rent increase proposal two months prior to the proposed change.

The following must be contained in the proposal:

- The current rental price and the percentage or amount that it will be changed;
- The new rental price and the proposed date for it to start;
- The manner and period in which an objection can be made and what the consequences will be if no objection is expressed.

Did you object to the rent increase, but the landlord is still going through with it? If so, they must request a ruling from the Huurcommissie. This must take place within six weeks of the proposed date of the rent increase. If the request is submitted too late, then the increase will not go into effect on that date.

An exception to the rent increase rules involves home improvements. In this case, the price can be adjusted during the year. The rent increase must be proportionate to the improvements made and even in this case, the rental price is not allowed to exceed the maximum rental price. This does not apply to situations involving overdue maintenance: you have already paid rent for standard maintenance, after all! Of course, you have the option to object in these instances as well. In particular, your landlord must make it known that they are going to improve the residence. If they do not do that or you do not provide consent beforehand, then you can decline the rent increase.

Defects and overdue maintenance

Defects were discussed earlier in the brochure. Defects are, broadly speaking, any shortcomings on the premises. We have chosen to focus on maintenance defects since these are the most common occurrence in practice. In principle, defects must be handled by the landlord, unless these can be considered “minor” defects. “Minor defects” are defects that do not require any specialised knowledge and do not involve any significant expenses. The “Besluit kleine herstellingen” (small repairs decree) also includes several repairs that can be expected of tenants, such as the replacement of bulbs and wall sockets. For the long, complete list, please refer to the decree directly (Google is your friend). The list in the decree is not exhaustive.

A good rule of thumb is that a defect is “minor” if the average person could be expected to be able to buy the tools necessary to fix it at the nearest convenience store for less than ten euros. For example, in the event of a clogged sink, you could be expected to first use a clog remover and a drain cleaner to loosen it up before you involved the landlord. Superficial mould and limescale are also your responsibility. You should also bear in mind that, as a tenant, you are also responsible for any damage that occurs as a result of overdue minor maintenance. Don't let the mould build up.

All the maintenance that is not “minor” is handled by the landlord. Deep clogs, rotted floors, broken windows, broken locks, and loose tiles must all be promptly repaired or replaced by the landlord. The same goes for any rented items or services. Examples of this are a refrigerator or washing machine that come with the residence as well as internet that is not working.

It goes without saying that it is the tenant's responsibility to inform the landlord of defects. The speed at which defects are repaired differs for each landlord. SSH& has an emergency number that allows you to reach the complex caretaker in the event of emergency, even at night and during the weekend, but the average private landlord is less likely to respond as quickly. If your landlord takes too long to begin working or does not start at all, rental law provides you with two options to force them to make the repair.

1. The first option is to request that the Huurcommissie lower your rent until the overdue maintenance has been completed. To do this, you first have to notify your landlord of the defects and give them a period of six weeks to rectify them. If this does not occur, the Huurcommissie will move to lower the rent. The drawback of this procedure is that it takes a fairly long time. Also, the Huurcommissie typically only moves to lower the rent in the event of fairly serious defects (please refer to the "Gebrekenboek" (defect book) of the Huurcommissie; Google is your friend). The Huurcommissie will not intervene for internet that does not work. A third drawback to this procedure is that the landlord may decide not to do anything about the defects.
2. The second option is for the tenant to clearly notify the landlord of the defect and to provide them with a reasonable period in which to resolve it. If the landlord does not resolve the issue within the set period, then the tenant is entitled to fix the defect on their own or hire someone else to do it, deducting the (reasonable!) costs from the rent.

The most effective option differs for each situation. For smaller maintenance issues (which are not "minor defects"), option 2 is typically the most effective, particularly because the Huurcommissie is not terribly familiar with these types of situations.

For more significant maintenance problems, such as the absence of natural light or the presence of large mould quantities, simply hiring a contractor or mould removal company on your own is not always the best choice.

Maintenance defects are complicated. We recommend contacting *Huurteams Nijmegen* if these types of situations become a problem for you. They offer free advice and legal assistance.

Subletting and co-habitation

The rules for subletting are as follows. In principle, for independent residential units (rooms), subletting is not permitted without the consent of the landlord. For independent residential units, a section of the unit can be sublet. The same is true for allowing someone to use your residence for free or for allowing a friend or partner to move in. These rules can be waived in an agreement. In practice, the landlord stipulates that you can only sublet with their permission. If you sublet without permission, this serves as grounds for the landlord to terminate or dissolve the rental agreement.

If you receive rent benefit, it is important to consider that a sub-tenant may wish to register at their new address. This can affect your right to rent benefit if the collective income of you and the sub-tenant, who now counts as a co-habitant, amounts to more than the maximum income. If your sub-tenant is a Dutch student, this is typically not an issue, because the Tax and Customs Administration has access to the income records of your sub-tenant. If you sublet to an international student, make sure that they provide an income statement for the previous year in a timely fashion and ensure that they also promptly submit an income statement for the period during which they were the sub-tenant.

Protection in the event of rental cancellation

Dutch law affords its tenants strong rental protection. Until recently (1 July 2016), the basic principle was that tenants could keep living on the premises for as long as they wanted. There were a number of exceptional cases, but they were infrequent. Rental law has since become more flexible with the introduction of fixed-term rental agreements, but otherwise, rental law has remained relatively unchanged.

The rules for fixed-term contracts are the simplest. In this situation, the agreement expires at the end of the fixed term that has been agreed upon. The landlord does not need to cancel it, but does need to inform the tenant of the end of the rental agreement between one and three months prior to the end date. If they don't do this, the agreement is legally renewed indefinitely. The landlord is not permitted to make a second fixed-term agreement with you. If they do so, this will be considered to be an agreement for an indefinite period. For fixed-term agreements, the landlord is not permitted to cancel the rental prior to the end of the rental agreement, though the tenant can.

The landlord can only terminate an agreement for an indefinite period by complying with strict rules. In any case, the notice period must be three months, with an additional month for each year that you have rented the premises (up to six months). Furthermore, the landlord must have a well-founded reason for evicting you. Below, we detail the most common legal reasons for rental cancellation:

- You are not being a good tenant. This is the most common reason. This essentially means that you have not paid your rent in several months, systematically pay your rent late, are a substantial nuisance to the other residents, or are otherwise not doing what can reasonably be expected of a tenant (see: "Obligations of the tenant", [page 24](#));

- You have rented your room temporarily and the explicit intention is that the landlord would eventually move back into the premises after some time (example: subletting situation);
- The landlord urgently needs the residence for a different purpose, such as for their own use, for sale, or for rental of the premises not otherwise specified. Example: use by a family member or by the landlord;
- In the case of a campus contract (special rental agreements for students for which the landlord can request proof of enrolment): because you were unable to provide proof of enrolment;
- The usage of the property in which you are living is in conflict with the applicable zoning plan and the landlord wants to use the property in accordance with that zoning plan.

Do you not agree with your landlord's reason for termination? They cannot simply cancel the rental agreement on their own. The tenant can only be evicted if the court agrees with the rental cancellation. Therefore, the landlord must demonstrate that they are prepared to go to court.

Please note: If after signing the rental contract, you enter into a separate agreement to leave the residence on a specific date, this is binding. Specifically, this situation means that the rental has been mutually cancelled. In this instance, you have mutually agreed to end the rental agreement yourself. However, an agreement like this should never be a condition for the creation of a rental contract.

Your landlord may sell the residence to someone else. In that case, the new owner becomes your landlord and will continue the rental agreement with you. You can continue to claim rental protection.

Exceptions to rental protection

Rental protection does not apply in the following cases:

1. If you made a rental agreement for a brief period or live in an anti-squatting residence, there is no protection outside of what is stated in the contract. A rental agreement “for a brief period” can be an agreement you made with a hotel operator or the landlord of a holiday home. This exception applies in cases where it is clear that there cannot and may not be any rental protection. Landlords of residences sometimes appeal to this situation, but this exception barely ever applies.
2. If you live in the same house as your landlord, this is an owner-occupied rental. This involves a probationary period of nine months. Within this period, the landlord can cancel the rental without providing any reason. However, the landlord must provide a notice period of three months. After nine months, standard rental protection applies, with the understanding that the court can always make a decision that takes in account the interests of both the landlord and the tenant regarding the continuation of the rental agreement.
3. For rentals based on the Vacancy Law, the landlord must comply with a minimum rental period of six months, but can also terminate the rental without providing a reason. However, they must provide a notice period of three months for the cancellation to be valid. Furthermore, a permit from the municipality must be issued for this type of rental. If there is no permit, then you are covered by standard rental protection.

Dissolution

In addition to cancelling the rental, the landlord may also attempt to dissolve the rental agreement. Grounds for dissolution are generally identical to the cancellation grounds for being a bad tenant. Simply put, if the landlord wants to dissolve the rental agreement, then there must be something in that agreement that you did not comply with. For example, dissolution may be justified if, contrary to the agreement, drugs have been present, rent has not been paid, and subletting has occurred without consent. However, a court can only rule for dissolution if it pertains to the rental of a residential unit. This is not something that can simply occur by default. If requested, the court will also have to review whether the non-compliance issue is serious enough to require dissolution.

Mediation fees

Mediation fees are costs that an agency (a third party, not the landlord) charges for bringing the landlord and the tenant into contact. Mediation fees typically amount to one or two months of rent. Prior to 1 July 2016, mediation fees were a tricky subject. Before that date, requesting mediation fees was always illegal for mediation involving independent living spaces. The matter was legally complex for shared living spaces.

Since 1 July 2016, requesting mediation fees for shared living spaces is no longer permitted either, but it still happens. Past experience has indicated that you never gain access to the relevant property if you don't pay first. The best tip here is to pay the fee initially, occupy the premises, and then make a claim for the reimbursement of the fees paid. If you are in the residence already, you are covered by rental protection and cannot be evicted from the unit. Furthermore, any conflict that occurs will involve the property broker and not the

landlord. The drawback to this is that you cannot simply decide to use the mediation fees to offset the rent to be paid.

The AKKU Student Union can provide you with further advice for getting your unjustly paid mediation fees refunded.

Claiming undue payment of rent, contract fees, etc.

If, as a result of a judgement from the Huurcommissie, you have been granted a retroactive rental decrease, have paid undue contract fees, or have anything else that you can claim from your landlord, it is relatively simple to make your claim against the landlord. As long as you occupy the premises, you are obligated to pay the rent, after all. In principle, you can offset these rental periods with any claims that you still have against the landlord. This is often excluded in the contract, but these types of exclusions are not legally valid in principle.

Rental law: conclusion

Rental law is an interesting field of law that entails more than can be addressed in this brief document. It is an essential part of the law for many people, but since rental disputes often involve relatively small amounts of money, these cases don't often find their way to higher courts. Emotions often run high in rental disputes, which makes the chances of the parties arriving at a compromise less likely. In the end, it is always preferable to maintain a positive relationship with your landlord and to respect the standard rules of social interaction: be communicative, try to empathise, and always work towards defusing a situation. Has the dispute escalated anyway? If so, try to obtain help as soon as possible from organisations such as Huurteams Nijmegen or the AKKU Rechtswinkel.

Chapter 5

Contact details

AKKU Student Union

Heyendaalseweg 141 N -1.280

6525 AJ Nijmegen

024-3615477

www.akuu.nu

info@akuu.nu

AKKU Rechtswinkel (legal aid centre) office hours: Tuesday from 12.30 pm to 1.30 pm and Wednesday from 1.00 pm to 3.00 pm. The office is located under the walkway to the Radboud Sports Centre.

Stichting Huurteams Nijmegen

Toernooiveld 100

6525 EC Nijmegen

06-24247473

www.huurteamsnijmegen.nl

info@huurteamsnijmegen.nl

Office hours: Wednesday from 10.00 am to 3.00 pm.

Huurcommissie

Postbus 16495

2500 BL Den Haag

0800-4887243

www.huurcommissie.nl

Stichting Studentenhuisvesting Nijmegen (SSH&)

Laan van Scheut 4
Postbus 1175
6501 BD Nijmegen
024-3594939
www.sshn.nl
info@sshn.nl

Miscellaneous

www.opkamersinnijmegen.nl
www.checkjekamer.nl
www.belastingdienst/toeslagen
www.studentenvakbondakku.nl/bemiddelingskosten
www.entree.nu
www.brandweer.nl/gelderland-zuid
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[www.huurteamsnijmegen.nl/
huurteams-inschakelen](http://www.huurteamsnijmegen.nl/huurteams-inschakelen)

Contact

Stichting Huurteams Nijmegen
t 06 24 24 74 73
e info@huurteamsnijmegen.nl
w www.huurteamsnijmegen.nl

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STUDENTENVAKBOND

AKKU

Searching for a room is not always easy. Fortunately,

the AKKU Student Union and Huurteams Nijmegen are here to help you on your way with OKiN. This is the best source for all your questions about student housing in Nijmegen.

This booklet contains information about how you can find a room, what you need to do once you have a room, and what your rights and obligations are as a tenant. If something is not completely clear or if your situation is not covered, you can always feel free to contact the creators of this booklet!

Published by

AKKU Student Union
024-3615477
www.akuu.nu
info@akuu.nu

Huurteams Nijmegen
06-24247473
www.huurteamsnijmegen.nl
info@huurteamsnijmegen.nl

Edited by

O.Y. Ifzaren, J.C. Bakker, B.F.L.
Titulaer & S.M. Stevens

Design

Tibbe in 't Veld

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