

Residential Tenancy Agreement

Address: _____

Start date: _____

THE UNDERSIGNED:

Represented by **City Retreat B.V.**, KVK-number: 86852760 with office at Lijnbaansgracht 111-hs, 1016KT, Amsterdam, The Netherlands, hereafter: "**Lessor**" and,

Name(s) : _____

Nationality : _____

Passport number(s) : _____

Current Address : _____

Occupation : _____

Email(s) : _____

Contact Number(s) : _____

Hereafter (if applicable, both jointly and each individually) to be called "**Lessee**",

WHEREAS:

- This agreement refers to the apartment, located at: _____ hereafter: "**rented premises**";
- City Retreat B.V. (hereafter: "**CR**") works on behalf of the owner _____.
- CR is granted a power of attorney to conclude a tenancy agreement between the owner and the Lessee regarding the rented premises;
- The Lessee works, studies, or resides in the Netherlands and requires residential accommodation;
- CR is the manager of the rented premises. CR is the Lessee's point of contact for all questions and remarks.
- The Lessor/CR and Lessee opt for an indefinite tenancy agreement without a minimum term.
- During the rental period, the Lessee can terminate the agreement on any day after completing a minimum stay period of _____ months, with a one (1) calendar month's notice period.
- Diplomatic Clause: This agreement includes a diplomatic clause in accordance with Article 7:271(4) of the Dutch Civil Code. The full terms are outlined later in this agreement.
- The rented premises is fully furnished and include access to any available storage facilities and parking spaces within the building complex.
- The Lessee declares that all personal data they provided is both complete and correct.
- The use of the rented premises by the Lessee is limited to residential purposes and not for carrying out illegal (including immoral) purposes. The Lessee is obligated to use the rented premises in a proper manner and not cause any (type of) nuisance. Furthermore, smoking is not permitted in the rented premises, and pets are not allowed on the rented premises without prior written consent of the Lessor/CR.
- The condition of the rented premises is described in the attached Inspection Report, which the parties have signed.
- The rent is to be paid in advance, without any discount or right to compensation.
- Charges for international transfers or payments are for the account of the Lessee.
- The Lessee must take every precaution to prevent damage to the rented premises. The Lessee is obligated to report any damage to the premises to CR at once. Should the Lessee be negligent in this matter, all resulting costs will be for the account of the Lessee.
- In case of the intended sale, re-letting, or the execution of necessary maintenance and repairs, the Lessor/CR or their authorised representative is entitled to arrange for the rented premises to be viewed or for the work to be carried out on working days and working hours (or in a weekend if agreed), provided an appointment is made at least one day in advance. In this respect, the Lessee shall ensure that during their holidays or other prolonged absence, access to the rented premises is possible and that this possibility is known to CR.
- Lessee undertakes to vacate the rented premises on the final date, to remove all personal belongings, and to deliver the rented premises in a condition identical to that at the start of the rent, considering normal wear and tear. Furthermore, Lessee agrees to return all keys to CR. CR will cover €200 of the post-stay cleaning costs, plus an additional €50 for each bedroom. Washing of linen and towels is included in this coverage. Any cleaning costs exceeding these amounts will be deducted from the security deposit. Where the Lessee fails to meet these undertakings, the Lessor/CR reserves the right to carry out cleaning and any necessary repairs at the Lessee's expense. Reasonable wear and tear remains the liability of the Lessor/CR.
- The Lessee is not entitled to make any permanent changes to or in the rented premises, including driving nails and/or screws, applying stickers to the walls, or changing locks, unless the CR gives their explicit prior written consent to do so.
- The Lessee is not entitled to let, sublet, or grant use of the rented premises or part of them in any way to third parties, including via Airbnb.com and any other short-stay marketing channels.
- Any amendments or additions to this tenancy agreement must be made in writing and signed by both parties.
- The Lessee's personal data will be processed by City Retreat B.V. solely for the purpose of administering the tenancy and meeting legal obligations. This includes identification, communication, billing, and property management. Personal data will be handled in accordance with the General Data Protection Regulation (GDPR) and will not be shared with third parties except where legally required or necessary for tenancy administration. The Lessee may contact CR to access, correct, or request the deletion of their data.

CR

Lessor/CR initials

Lessee initials

HAVE AGREED AS FOLLOWS:

1. This agreement has been entered into for an indefinite term with effect from _____
2. **During the rental period, the Lessee can terminate the tenancy agreement on any calendar day, with respect to a one (1) calendar month notice period and is to be given by email to 'bookings@cityretreat.com'.**
3. The diplomatic clause, as defined in Article 7:271(4) of the Dutch Civil Code, applies to this agreement. The Lessor/CR may terminate this agreement by invoking this clause only under the following conditions: a) The Owner requires the property for personal occupation as their primary residence, or for their spouse, registered partner, or minor children; b) The Lessor/CR provides written notice at least three (3) months before the required vacation date; c) The notice specifies the grounds for termination and the intended date of occupation; d) The Owner genuinely intends to occupy the property and is not using this clause to circumvent normal tenancy protections.
4. As from the effective date of this tenancy agreement, the Lessee's monthly payment obligation will be €
 This includes:
 - 1) The monthly rent for the property amounts to €
 - 2) The use of available furniture, features, and equipment in the apartment amounts to €
 - 3) The monthly fees in connection with the supply of electricity, gas, and water amount to €
5. Before the effective date, the Lessee will pay a security deposit in the amount of €
 This is a guarantee of due compliance with the obligations. After the agreement has been terminated, the deposit will be returned to the Lessee, less the deduction of any charges the Lessee is due to pay the Lessor/CR, and an indemnification for any damage done to the rented premises or furniture, and/or for incomplete inventory, cleaning costs and, where necessary, dry-cleaning. The deposit will be settled within 14 days after the termination of the agreement at the latest. The security deposit will not accrue interest.
6. All payments shall be made before the start of the month by way of a wire transfer to the bank account of CR (Bank name: ING Bank - Account holder: City Centre Retreat, IBAN: NL05INGB0008066741, with reference [invoice number]).
7. The monthly rent may be increased annually on the anniversary date of the tenancy agreement, in accordance with Articles 7:250-253 DCC and Article 16 GP ROZ 2017. The increase shall not exceed the maximum percentage set annually by the Dutch government.
8. Unless otherwise provided in this agreement the following costs are for the account of the Lessee: repairs and replacements arose through the fault of the Lessee, their family, visitors, or pets; insurance of their personal belongings in the rented premises; broken windows; telephone connection point (if required); professional cleaning of the rented premises during the rental period (if required).
9. For the account of the Lessor/CR are the costs for (a) real-estate tax associated with ownership of the building, (b) (local) government taxes associated with leasehold, (c) insurance of building structure, (d) the insurance premiums covering the premises and the contents belonging to the Lessor/CR, (e) the subscription for connection and consumption of internet, and the consumption of water, electricity, and gas up to the monthly value specified in Article 4.3 (f) pre and post stay professional cleaning of the rented premises (g) priority repairs and maintenance service which must be resolved as soon as reasonably possible, (h) supplying linen, towels, hair dry, kitchen utensils, iron, iron board and a hairdryer.
10. If more water, gas, and/or electricity is required than the value as specified in Article 4.3, the surplus is at the expense of the Lessee.
11. As prohibited by law, the Lessee is required to pay for the residential taxes related to the tenant, such as property, water authority charges, environmental levies, including surface water pollution levy and the wastewater purification levy.
12. This tenancy agreement requires the parties to comply with the statutory provisions of residential accommodation, to the extent not provided otherwise herein. The 'GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION', as drawn up on 20 March 2017, filed with the Clerk of the District Court at The Hague on 12 April 2017 and registered there under number 2017.21, hereinafter referred to as the 'General Provisions' (Appendix 1), apply to and form part of this tenancy agreement. Such general provisions are known to the parties. The Lessee has received a copy. The general provisions will apply except to the extent expressly provided otherwise in this tenancy agreement or if application of these general provisions is not possible in respect of the rented object.
13. The Lessee incurs, without further notice of default, an immediately payable penalty for each day that the breach continues, as specified in Appendix 3, that applies to and forms part of this tenancy agreement.
14. This tenancy agreement is governed by Dutch law.

All notices to the Lessor/CR can and should be sent to CR by using the following addresses:
 Address: Lijnbaansgracht 111-hs, 1016KT, Amsterdam, The Netherlands | Email: bookings@cityretreat.com

This was drawn up in triplicate on _____ in Amsterdam and signed,

Lessor/CR Signature:

LESSEE Signature(s):



Appendices: [1] [General provisions for tenancy of residential accommodation, as drawn up on 20 March 2017](#) [2] Property Inspection reports (to be completed during check-in and check-out) [3] Penalty clauses [4] Good Landlordship Act [5] [Calculation WWS point system & Energy label](#)

CR

Appendix 3 – Penalty clauses

The following penalty amounts apply to breaches of the tenancy agreement or ROZ 2017 General Terms. These penalties are subject to the principles of reasonableness and proportionality under Dutch law.

1. Penalties for breaching obligations: The Lessee and the Lessor/CR agree that if one of the parties fails to comply with their obligation(s) under the following provision(s), they will forfeit a penalty to the other party as stated below:

a. Penalty for violating articles 1, 9, 13.1, 13.2, 14.1, 14.3 sub a, 14.4, 21.1 and 21.2 of the (ROZ 2017) general terms: A penalty of €25,- for each calendar day that the violation continues, for violating article 1, 9, 13.1 and 13.2 (reporting damage), 14.1 (common areas), 14.3 sub a (pets), 14.4 (nuisance), 21.1 and 21.2 (deposit) of the general provisions, with a maximum of €4.000,-, without prejudice to his obligation to still comply with this obligation and without prejudice to the parties' right to (additional) compensation;

b. Penalty for violating articles 4.1, 4.2, 8, 10, 14.2 and 14.3 sub b of the (ROZ 2017) general terms: A penalty of €50,- for each calendar day that the violation continues, for violating article 4.1 and 4.2 (changes and additions), 8 (antennas), 10 (sunscreen), 14.2 and 14.3 sub b (advertising, ventilation and smoke ducts) of the general provisions, with a maximum of €6.000,-, without prejudice to his obligation to still comply with this obligation and without prejudice to the parties' right to (additional) compensation;

c. Penalty for violating article 1.3 of this rental agreement and articles 12, 15.2 and 19 of the (ROZ 2017) general terms: A penalty of €90,- for each calendar day that the violation continues, for violating article 1.3 (change of destination) of this rental agreement and article 12 (access), 15.2 (dangerous substances), 19 (timely and correct delivery) of the general provisions, with a maximum of €10.000,-, without prejudice to his obligation to still comply with this obligation and without prejudice to the parties' right to (additional) compensation;

d. Penalty for violating article 2 of the (ROZ 2017) general terms: A penalty of €2.000,- per violation, plus an additional penalty of €100,- for each calendar day that the violation continues, for violating article 2 ((temporary) subletting) of the general provisions, with a maximum of €15.000,- without prejudice to (i) his obligation to still comply with this obligation and (ii) the parties' right to (additional) compensation, and (iii) the obligation to pay the profit that he (estimated) has enjoyed by acting in violation of this prohibition;

e. Penalty for violating article 14.3 sub c of the (ROZ 2017) general terms: A penalty of €4.000,- per violation, plus an additional penalty of €400,- for each calendar day that the violation continues, for violating article 14.3 sub c (hemp and the like) of the general provisions, with a maximum of €20.000,-, without prejudice to (i) his obligation to still comply with this obligation and (ii) the parties' right to (additional) compensation, and (iii) the obligation to pay the profit that he (estimated) has enjoyed by acting in violation of this prohibition;

2 Penalties for other breaches of the (ROZ 2017) general terms and the tenancy agreement: For each breach of an obligation under the tenancy agreement and the accompanying (ROZ 2017) general provisions, unless already mentioned in article 1 of this appendix, the party incurs to the other party a penalty of €20,- per calendar day, with a maximum of €2.000,-, without prejudice to his obligation to still comply with this obligation and without prejudice to the parties' right to (additional) compensation.

3. If the tenant were to owe more than one of the penalties referred to in article 11.1 due to one and the same breach, he will only owe the last penalty included in the list of article 1 of this appendix.

CR

Appendix 4: Information letter – Good Landlordship Act

Dear Reader, The Good Landlordship Act ('WGV') came into effect on July 1, 2023. Under the WGV, several new rules apply to residential tenancy agreements entered into after July 1, 2023. Therefore, Lessor/CR would like to inform you as follows.

Use of the rented premises

As a tenant, you are obliged to use the rented premises exclusively as residential space. Other use of the leased premises is not permitted. If you do not comply with this obligation and use the leased premises for other purposes, the tenancy agreement may be terminated, and you will owe compensation and/or a fine to the Lessor/CR.

Access to the rented premises without your permission

In principle, the Lessor/CR may only enter the rented premises with your permission. In several cases, however, it is not permitted to refuse access, and you must therefore allow the Lessor/CR and CR to enter the rented premises (or a third party). This applies in the following situations:

There is an urgent emergency situation that requires immediate intervention; Urgent work must be carried out on the rented property within the meaning of Article 7:220(1) of the Dutch Civil Code (BW); the Owner wishes to proceed with renovation under the continuation of the lease agreement as referred to in Article 7:220(2) of the Dutch Civil Code, to which you have agreed or for which the court has decided that the Owner has made a reasonable proposal; According to Article 5:56 of the Dutch Civil Code, the Owner must allow work to be carried out for the benefit of a neighboring property. Entry into the rented property is for the purpose of an inspection for sale or new rental, as referred to in Article 7:223 of the Dutch Civil Code.

Various tenancy agreements

Various tenancy agreements offer tenants different rights in terms of rent protection and rental price protection. You can find the types of rental agreements and rental price rules on:

<https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/verschillende-soorten-huurcontracten-voor-een-woning>. The rules regarding the annual rent increase can be found on:

<https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/welke-regels-gelden-er-voor-een-huurverhoging>.

WWS Points Calculation (Woningwaarderingstelsel)

In accordance with current Dutch housing regulations, the rental value of the property has been determined based on the Woningwaarderingstelsel (WWS) – the official Dutch Housing Valuation System. This system assigns a score to rental properties based on objective characteristics, including surface area, amenities, energy label, and location. The WWS points calculation for this property has been compiled by Pararius B.V. based on the specific property details and falls within the free sector.

Defects

If there is a defect in the rented premises, you can contact CR, the manager of the rented premises, to carry out fixes, including those categorised as minor repairs. If you want to know what is meant by 'minor repairs', the Lessor/CR refers you to: <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/welke-kosten-zijn-voor-de-huurder-en-welke-voor-de-verhuurder>.

The rent committee and the subdistrict court judge

For disputes about, for example, the rental price, service costs and defects, you can contact the rental committee or the district court. It depends on the type of tenancy agreement whether you have to go to the rental committee or the district court. For more information, the Lessor/CR refers you to: <https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/wanneer-kan-ik-terecht-bij-de-huurcommissie-en-wanneer-bij-de-kantonrechter>.

Deposit

The deposit gives the Lessor/CR some security in case you do not pay the rent (on time) or if the rented premises are damaged. The tenancy agreement states whether you have agreed on a deposit and what the amount is. After the tenancy agreement ends, the Lessor/CR is obliged to refund the deposit to you within 14 days, unless:

- You have delivered the rented premises damaged; or
- You have not yet paid the rent, service costs and/or energy costs in full.

In these cases, the remaining deposit will be refunded to you after settlement within 30 days after termination of the rental agreement. You will receive a specification of the costs.

Service charge

Service costs are costs that the Lessor/CR incurs for specific items and services that are additionally provided to you in connection with the occupancy of the rented premises, such as utilities, furnishings, priority and comprehensive maintenance support, including those considered 'minor', linen, towels and laundry. In the tenancy agreement, you can see for which items and services service costs are charged and receive an annual breakdown of the service costs incurred.

Contact details manager

For questions and complaints about the rented property, please contact CR, the manager. The contact details of CR are: City Retreat B.V. Lijnbaansgracht 111-hs, 1016KT, Amsterdam, The Netherlands | Email: bookings@cityretreat.com

Municipal reporting point

For questions and complaints about non-compliance with the rules of good landlordship, you can contact the municipal hotline via: <https://www.amsterdam.nl/wonen-bouwen-verbouwen/meldingen-woningen/probleem-verhuurder-melden>

