

**BETWEEN**

**A. Lessor:**

..... (Surname, First name, Address / Company name, Registered office, Company Trade Registry number)

..... (Surname, First name, Address / Company name, Registered office, Company Trade Registry number)

Jointly and severally liable

Represented here by .....  
acting as an agent, and, failing that as a guarantor.

**AND**

**B. Lessee:**

..... (Surname, First name, Address )

.....(Surname, First name, Address )

Jointly and severally liable

Represented here by .....  
acting as an agent, and, failing that as a Guarantor,

**THE FOLLOWING IS AGREED:**

**1. OBJECT - DESCRIPTION - CONDITION**

The Lessor leases to the Lessee the property described as follows:

RDC 1st floor

Located on Rue de Menapiens 36 B-1040  
in the Brussels-Capital Region

The Lessee indicates that he has carefully visited the rental premises and does not require further description. It is declared that the premises are delivered in a good state of maintenance, security, cleanliness and habitability.

At the beginning of the lease, a detailed inventory of fixtures will be established at common cost between the parties/by an expert, and will be annexed to this agreement and submitted for registration formalities;

In the latter case, the parties appoint as expert Mr. ....

This expert is also appointed for the inventory of fixtures at the end of the tenancy unless one of the parties notifies the other of the name and address of its own expert at least 15 days before the date scheduled for this inventory. Unless the parties agree otherwise, the inventory of fixtures at

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the end of the tenancy will be done on the last day of the rental, which should coincide with vacating of the premises. Any disagreement with regard to the condition of the premises will be settled by the arbitration stipulated in this agreement.

The parties undertake to be present or duly represented during the expertise, so that this expertise is irrevocably considered to have been done in the presence of both parties.

## 2. DURATION

The lease is concluded for duration of:

**EITHER:** Nine years, beginning on February 24<sup>th</sup> 2005  
and ending on February 24<sup>th</sup> 2015

It ends at the expiry of the agreed period subject to termination notified by either party at least six months in advance

If no notice is given within this period, this lease is extended for a period of three years each time under the same conditions.

**OR:** ..... months /years (a so-called short-term lease, for a maximum of three years), taking effect on ..... and ending on ..... that can be terminated at the expiry of each period of ..... by giving notice at least ..... months in advance.

**In the case of a nine-year lease,** the Lessor can terminate the lease respecting the conditions given in Article 3 of the section of the civil code entitled « des règles particulières aux baux relatifs à la résidence principale du Preneur » (special rules pertaining to leases for the main residence of the Lessee), without prejudice to the possibility of the parties agreeing to exclude or limit this possibility of early termination:

- at any time, by giving six months' notice in advance, if the Lessor intends to occupy the premises personally, and effectively or to have them occupied in the same way by his descendants, adoptive children, parents or grandparents, spouse, or the descendants, parents or adoptive children of his spouse, or his collaterals or those of his spouse to the third degree;
- at the expiry of the first or second two-year term, by giving notice six months in advance, if he intends to reconstruct, transform or renovate the building in all or in part; however, in order to ensure smooth operation of such work, the Lessor of several housing units in the same building can terminate the leases at any time by giving six months notice, insofar as the lease is not terminated during the first year;
- at the expiry of the first and second three-year term, by giving notice six months in advance, without requiring any grounds, but in exchange for payment of compensation.

For his part, the Lessee can terminate the lease at any time, by giving three months' notice and paying compensation equal to three months' or one month's rent depending on whether the lease is terminated during the first, second or third year. After a period of two months stipulated by law for the registration of a lease used exclusively for housing, and as long as the agreement has not been registered, neither the notice period nor the compensation is applicable.

When a Lessor uses the possibility of early termination, the Lessee can also terminate the lease at any time by giving one month's notice, without compensation.

**In the case of a short term lease,** this lease can be extended one time only, in writing and under the same conditions. The total duration cannot exceed three years.

In addition, and unless either of the parties gives notice by registered letter at least three months before expiry of the agreed short term, the lease is considered to have been concluded for a duration of nine years as from the date on which the lease takes effect.

Moreover, if the lease is concluded for a duration of three full years, the Lessee can terminate the lease in the event of exceptional circumstances, by giving three months' notice by registered letter, plus the payment of outstanding and future rent due, plus payment of compensation corresponding to three, two or one month's rent depending on whether the lease terminates at the end of the first, second or third year.

### 3. DESTINATION - TRANSFER - SUBLETTING - OCCUPANCY

The premises are intended for use as a main residence; no public sale can take place in the premises.

The Lessor ~~does not authorize~~ - authorizes the Lessee to use part of the premises for the exercise of a professional activity.

This activity shall not be an activity that falls under the scope of the law on commercial leases.

The Lessee alone, to the discharge of the Lessor, shall bear the possible fiscal consequences of the exercise of a professional activity that is an unauthorized under this agreement.

With regard to the planned or declared use of the premises, the Lessee declares that he has fulfilled all formalities and gathered all information on compliance with urban planning legislation pertaining to the zone in which the building stands, urban planning requirements for the award of permits, etc., among others. Consequently, the Lessor has no obligation to act as guarantor with regard to the planned or declared use of the premises by the Lessee except in the case of prolonged silence or fraud.

All duties or fines due in application of the law shall be borne exclusively by the Lessee; the Lessor is only bound within the limits referred to in the previous paragraph.

No modification of use or urban planning provisions shall be permitted without prior written consent of the Lessor and the authority in question. Any amounts that may be charged to the Lessor as a result of an infringement of this provision by the Lessee shall be charged to the Lessee.

The Lessee is not entitled to transfer his rights nor to sublet the premises without the Lessor's prior written agreement.

### 4. RENT - INDEXATION

The monthly/quarterly base rent of € 1200 € is payable on the 6<sup>th</sup> of each month/quarter, by standing order and in advance, to account number [redacted] and receipt of new instructions.

Indexation is due to the Lessor on each anniversary date of the coming into the effect of the lease, at the Lessor's written request, in application of the following formula:

base rent x new index

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base index

The base index is the index for the month preceding the conclusion of the lease.

The new index is the index for the month preceding that of the anniversary of the coming into effect of the lease

Base index: month of July

The index in question is the index designated and calculated as per legislation.

**5. COMMON EXPENSES - PRIVATE CONSUMPTION - FINANCING**

The common expenses of the building in which the premises are located, due by the Lessee for his share, include the cost of consumption of water, gas, electricity, heating, wages and social costs of any housekeepers, payment of the management agent (or any manager if there is no management agent) and all maintenance costs and small repairs, including those pertaining to the lifts and technical equipment.

The share of the common expenses due by the Lessee is calculated on the basis of statements communicated at least once a year by the Lessor, his representative, or the management agent. For the purposes of foreseeing, anticipating and amortizing expenses, the Lessee will pay a provision to cover these expenses at the same time as the rent, unless the parties agree on a flat rate, payable at the same time as the rent.

On reception of the statement described hereabove, the Lessor or the Lessee will immediately pay the other party the difference between the provisions paid and the real expenses. The amount of the provision will be readjusted annually in view of the amount of real expenses for the previous year, and the evolution of prices of certain goods and services, or of the foreseeable evolution of common consumption.

The cost of all subscriptions and contracts pertaining to individualized services for private use, such as cable television, telephone, electricity, gas or the rental of meters will be borne exclusively by the Lessee.

In the absence of a bypass meter for the city water supply, the Lessee will pay .....half..... of the cost of consumption.

Similarly, in the case of installation of collective heat and distribution of hot water, in the absence of private meters, the Lessee will pay .....half..... of the heating costs and .....half..... of the hot water distribution.

Provision / flat rate for common expenses: .....400€.....  
Provision / flat rate for other consumption: .....100€.....

**6. AMOUNTS NOT PAID ON THE DUE DATE**

In case of any delay in payment of any amount due, the Lessee will automatically owe interest, without requiring prior notification, at a rate of twelve percent per year as from the due date. Interest is charged for a full month for any portion of a month that has begun.

In the event that a party unduly blocks the release of all or part of the rental guarantee at the end of the rental, that party will owe interest of one percent per month of the amount retained, after notification has remained ineffective for eight days. A full month of interest is due for any portion of the month that has begun.

**7. LEVIES - REGISTRATION OF THE LEASE**

All taxes and duties of any kind levied directly or indirectly on the rental premises will be due by the Lessee, except for the précompte immobilier (property tax).

The Lessor must fulfil the registration formality for this lease within the legal period (two months for a lease of property used exclusively for housing; 4 months otherwise). Any cost related thereto will be borne by the Lessee, except for costs resulting from late registration.

## 8. INSURANCE

The Lessee is required to take out suitable insurance, throughout the duration of the lease, for tenants' risks such as fire, water damage and broken glass. He must also carry insurance against neighbours' recourse. He will communicate proof of subscription of a valid current insurance policy at the Lessor's request.

## 9. MAINTENANCE AND REPAIRS

The Lessor will bear the cost of major repairs to be made in the rental premises including, among others, repairs to the roof and the frame of the building, outdoor paint and woodwork, the cost of the purchase, installation and replacement of required smoke detectors. If the execution of major repairs is necessary, the Lessee will so inform the Lessor right away. The Lessee must put up with these works without compensation, even when the duration of the work exceeds 40 days,

The Lessee will bear the cost of tenant's repairs and minor maintenance, as well as work incumbent on the Lessor, but resulting from the Lessee's doings or those of someone for whom the Lessee is responsible. The Lessee will take charge, among other things, of maintaining mandatory smoke detectors, chimneys and other exhaust ducts at the frequency required for the means of heat used.

He shall maintain accessible parts of sanitary installations and delime any individual boilers. The Lessee will maintain all installations, ducts and appliances in good operating condition and will protect them against freezing and other usual risks.

He will regularly clean or have cleaned any septic tanks, cisterns, ... and will keep drainage pipes and gutters clean. He will replace any broken or cracked windows and will maintain the shutters.

If the housing unit includes a private lift for the Lessee's exclusive use, the Lessee must take out a maintenance contract with an approved firm and comply with its terms rigorously.

He will maintain the grounds, terraces and private paths in good condition.

## 10. EMBELLISHMENTS - IMPROVEMENTS - TRANSFORMATIONS

No work to embellish, improve or transform the premises can be carried out without prior, written authorization of the Lessor and, if applicable, the appropriate authority.

Such works will be carried out in keeping with the rules of the art, at the Lessee's cost and risk, to the entire discharge of the Lessor, and will become the Lessor's property without compensation, without prejudice to the Lessor's right to require that the premises be returned to their initial condition at the end of the lease, all unless otherwise agreed.

In the event of a change or modification of the outside locks or other mechanisms at the initiative of the Lessee, the Lessee shall take care to give the Lessor a complete set of keys or devices so as to allow access to the premises in his absence or closure should the need arise so as to safeguard the housing unit and its annexes, and neighbouring, common or private properties.

This provision in no way infers any discharge by the Lessor, a co-ownership body, or joint ownership body from any obligation for which the Lessor is responsible. Nor does it exclude any obligation to provide all sets of keys or devices under a decision of the co-ownership.

## 11. RULES OF PROCEDURE - COMMON AREAS

In this lease, the Lessor informs the Lessee of the existence of rules of procedure and a register of the decisions of the General Assembly of co-owners (to be respected similarly to the obligations under this lease).

The register can be consulted at the seat of the association of co-owners. Modifications to the regulation and future decisions of the General Assembly must be respected by the Lessee as soon

as they are notified by the management agent.

If the rental premises are part of a building that is not subject to legislation on co-ownership of buildings or groups of buildings, the Lessee must comply with any rules of procedure annexed to this lease, or created and delivered subsequently, insofar as, in the latter case, those rules apply in the same way to occupants or categories of occupants, and contain obligations corresponding to reasonable care and forethought.

The Lessee's obligation to make use of the premises with all reasonable care and forethought also applies to the common areas or annexes of the building in which the premises are located.

Usual pets are authorized in compliance with legislation and insofar as they do not constitute a problem or nuisance, even sporadically, of any kind.

## 12. ENVIRONMENT

The parties declare that there is no pile of waste on the rental premises. The Lessee will bear the total cost of any obligation imposed on the Lessor as a result of the presence of waste on the premises at the end of the lease.

The Lessor declares that he has not exercised or authorized any activity on the premises prior to this lease which is likely to generate pollution, and that he is not aware of any pollution. In the event of discovery of pollution, if it is demonstrated that this pollution was prior to the conclusion of this lease, the Lessee cannot be held liable for the cost of the pollution and the measures that may be necessary.

The Lessor declares that the rental premises do/ do not contain a fuel tank with a storage capacity of 3000 litres or more. If so, the Lessor declares that this tank complies with legislation in force and with the environment permit/ declaration authorizing its operation; he will provide a certificate that the tank is leak free.

The Lessee shall not install a fuel tank on the rental premises without the Lessor's prior written agreement.

The parties declare they have received a copy of the required valid PEB (certificate of energy performance).

The energy class and annual emissions of CO<sub>2</sub> for the individual residence mentioned in the PEB certificate are .....

## 13. TERMINATION BY THE LESSEE'S FAULT

In the event of termination of this lease due to a fault of the Lessee, the Lessee will bear all costs and expenses resulting from this termination and will pay, in addition to compensation equal to three months' rent for breach of lease, the cost of returning the premises to good condition and all the fees of the expert or experts appointed for the inventory of fixtures at the end of the tenancy, back rent, and the fees of the real estate broker in charge of finding a new tenant, up to the limits of professional usage, insofar as the contract for that appointment is registered within eight days of the end of this lease and the assignment is successfully concluded within three months of the date of registration.

Compensation for breach of lease mentioned above will be raised to six months' rent if the Lessee left the premises without notice.

#### 14. TENANT'S GUARANTEE

The Lessee is required to constitute a guarantee to ensure compliance with his obligations, in one of the following forms of his choice:

- Blocked account in the Lessee's name with..... months' rent (maximum 2 months' rent) for an amount corresponding to..... months' rent (maximum 2 months' rent).
- **05** Guarantee the tenant has to pay the rented **dates**. Bank guarantee for an amount corresponding to..... months' rent (maximum 3 months' rent), according to the following procedure: guarantee with re-constitution by regular instalments/guarantee resulting from a standard contract concluded between a financial institution and a CPAS (centre public d'assistance sociale - public social assistance centre).

The guarantee will be returned or released at the end of the lease, as the case may be, after deduction of any amounts due, after full and entire execution of all the Lessee's obligations. Unless the parties so agree, the return or release of the guarantee will not include discharge of any balance of costs that may be due, except for those settled at the end of the lease. The guarantee cannot be used for the payment of one or several rents or charges in the meantime.

The guarantee must be constituted in keeping with the duration of the lease, and it must be possible to draw on the guarantee for the amount of time materially and legally necessary.

The Lessee cannot dispose of the premises, unless the Lessor so agrees, until the guarantee has been duly constituted.

#### 15. VISITS OF THE LESSOR - POSTING OF NOTICES - EXPROPRIATION

Within three months prior to the end of the lease, whether the lease is terminated as a result of notice or at the end of the term, the Lessor or his representative, understood in the broadest sense of the word, will be entitled to have the premises visited by interested parties three days per week, for two consecutive hours, to be agreed with the Lessee.

Unless otherwise agreed, the Lessor shall see that the posters (to be tolerated by the Lessee during that same period in the most visible places of the premises), are not likely to cause the Lessee unusual disturbance as concerns their location, nor create untimely visits or contacts for the Lessee.

The above also applies in the case the premises are put up for sale, even if this is done more than three months before the end of the lease.

The Lessee will do his best to collaborate with the Lessor as concerns access to the premises if the latter should be responsible for carrying out work. The Lessor is also authorized to make appointments with the Lessee in order to control the correct execution of the Lessee's obligations or to have the premises visited by a real estate professional, agent, broker, contractor, architect, etc. This possibility must take account of the Lessee's private life, and be exercised in good faith with great moderation.

In the event of expropriation, the Lessor will inform the Lessee who cannot claim any compensation. The Lessee will exercise his rights against the expropriating party only, without directly or indirectly jeopardizing the compensation due to the Lessor.

#### 16. DOMICILIATION

The Lessee elects domicile in the rental premises for any notification or service of process

concerning this lease and its continuations. On expiry of this lease, the Lessee can notify the Lessor that he elects domicile at the address he specifies, if that address is in Belgium.

**17. INCIDENCE OF THE LESSEE'S MARITAL STATUS**

The right to the lease of the building rented by either spouse, even before marriage, and used in all or in part for the main residence of the family, belongs jointly to both spouses, not withstanding any agreement to the contrary. Any notice, notifications and service of process concerning this lease must be addressed or notified separately to each of the spouses or be issued by both of them. However, each of the spouses can only argue the nullity of any acts addressed to the other spouse or issued thereby, insofar as the Lessor was aware of the marriage. The above also applies by analogy to legal cohabitation. The Lessee and the Lessor will immediately inform the other party of any change in their marital status.

**18. ARBITRATION**

The parties hereby attest to their common preference for settling any conflicts that may arise between them rapidly and by a simple procedure. Consequently, any dispute concerning this agreement and its continuations will be arbitrated by the Chambre d'Arbitrage et de Médiation ([info@arbitrage-mediation.be](mailto:info@arbitrage-mediation.be) [www.arbitrage-mediation.be](http://www.arbitrage-mediation.be)) in keeping with its regulation.

**19. REAL ESTATE AGENT**

This rental was concluded by the intermediary of ..... approved IPI N° .....

**SPECIAL CLAUSES**

Smoking is not allowed.  
Garden should be maintained well.

Done in Brussels on 24<sup>th</sup> February 2023  
in as many original copies as there are parties, plus one for registration.

The Lessor \*   

\*: Surname, First name, Signature, capacity if appropriate, all preceded by the expression « Lu et Approuvé » (Read and approved).

Annex 1: Royal Decree of 8 July 1997 determining the minimum conditions to be met for a building that is given in lease as a main residence to comply with elementary requirements of security, cleanliness and habitability.

Annex 2: Annex to the Royal Decree of 4 May 2007 adopted in execution of Article 11 bis, of book III, title VIII, Chapter II, section II, of the Civil Code - leases for rental of lodgings located in the Brussels Region

Annex 3: (to be attached by the parties) Inventory of fixtures





**ANNEX I - Royal Decree of 8 July 1997 determining the minimum conditions to be met for a building that is given in lease as a main residence to comply with elementary requirements of security, cleanliness and habitability.**

**Article 1** - For the application of this decree, the word *lodging* is understood to mean a building or part of a building rented and used as the main residence of the lessee. *Room for habitation*, part of the lodging, is intended to be used as a kitchen, living room or bedroom.

**Article 2** - The following premises cannot constitute a room for habitation: hallways and lobbies, halls, toilets, bathrooms, washrooms, pantries, cellars, attics and annexes not fitted out for lodging, garages and premises for professional use. The area and volume of the lodging must be sufficiently large to allow for cooking, residing and sleeping. Each lodging must include at least one room reserved for a living room and bedroom. This room must be private. When a building includes several lodgings, activities other than residing and sleeping can be exercised in one or several common areas of this building.

**Article 3** - The building and particularly the foundations, floors and frame cannot show interior or exterior structural defects or defects in stability or other defects such as cracks, splitting, serious deterioration or the presence of fungus or parasites that could jeopardize security or health.

**Article 4** - The lodging cannot have a leaky roof, gutters, walls or outdoor woodwork, nor damp rising from the walls or floors that could jeopardize health.

**Article 5** - At least half of the rooms for habitation intended to be used as living rooms or bedrooms must have a source of natural light. This source of natural light must be equal to at least one-twelfth of the surface of the floor in that room. For this calculation, half of the surface area of a window located below the exterior ground-level is not taken into account for rooms for habitation located below that level.

The rooms for habitation, as well as the sanitary premises, such as the bathroom, washroom and toilet, that do not have a window that can be opened, must have at least one opening, grid or ventilation shaft. The surface of the face section of this air intake must be larger than 0.1 m<sup>2</sup> of the floor surface. Any installation for producing hot water or any other system of heat producing burned gases must be equipped with an evacuation scheme in good operational condition and giving access to open air.

**Article 6** - The lodging must dispose at least of:

- 1° a private supply of drinking water, continually accessible, if the building includes several lodgings in which one or several common areas are used for activities other than residing and sleeping, the presence of a common drinking water supply in the common areas is sufficient;
- 2° a sink, including a siphon, connected to an operational drainage system;
- 3° a private toilet, inside or near the building that can be used all year round. However, toilets can be common to several lodgings located in the same building, insofar as the following conditions are met:
  - a) these lodgings are located on one or two contiguous levels of habitation;
  - b) there are not more than five of them;
  - c) the toilets are accessible from the common areas;
- 4° an electric installation approved by an approved organization, when this approval is required under regulations in force, or not presenting any risk under normal use. It must be possible to light each room for habitation electrically, or the room must be equipped with at least one electric outlet;
- 5° sufficient means of heating that do not present any risk in the case of normal use or at least the possibility of placing and connecting such heating devices;
- 6° continual accessibility to fuses for the electric installations in the lodging.  
If the lodging is equipped with a gas installation, that installation must be approved by an approved organization if this approval is required under regulations in force, or not presenting any risk in the case of normal use.

**Article 7** - Private rooms for habitation must be freely accessible at all times directly from the public street or indirectly by common access to several lodgings or via a room used by an occupant of a lodging for his professional activity. Such rooms for habitation must be equipped with devices to close them that make it possible to reserve access to their occupants only.

Stairs to rooms for habitation and exits must be permanent and easily accessible. They cannot present any risk in the event of normal use.

Rooms for habitation, stairs going to rooms for habitation and to exits must be designed so as to allow rapid, easy evacuation of persons.

Exterior doors and windows on upper floors with a doorstep or a sill less than 50 cm from the floor must be equipped with a permanent safety rail.

**Annex 2 - Annex to the Royal Decree of 4 May 2007 adopted in execution of Article 11 bis, of book III, title VIII, Chapter II, section II, of the Civil Code - leases for rental of lodgings located in the Brussels Region**

**Brussels Regional legislation on leases for rental premises**

Under the Brussels housing code, lodgings located in the Brussels region must comply with the following requirements:

1° basic security requirement, which includes minimum standards concerning the stability of the building, electricity, gas, heating and sewers;

2° basic sanitary requirement which includes minimum standards concerning humidity, toxicity of materials, parasites, lighting, ventilation and the configuration of the lodging as concerns minimum surface area, height of the rooms and access to the lodging;

3° requirement of basic equipment, which includes minimum standards concerning cold water, hot water, sanitary installations, electric installation, heating, and the required pre-equipment for the installation of appliances for cooking food.

For further explanations and details concerning these provisions, please refer to the Brussels regional authorities.

**Federal legislation on leases for rental premises**

This chapter explains a certain number of essential aspects of federal legislation on leases for rental premises. For further explanations concerning these provisions, please refer to the brochure « La loi sur les loyers » (the law on rents) published by the Federal Public Service for Justice which can be consulted on its Internet site.

1) Preliminary remarks: distinction between an imperative rule and a complementary rule

An imperative rule is a rule from which the contract cannot derogate, even if the lessor and the lessee agree to this. The provisions of the law on rents are imperative in principle, except insofar as the provisions specify otherwise.

A complementary rule is a rule that can be derogated from in the contract.

2) Mandatory written lease

A lease pertaining to the main residence of the lessee must always be established in writing and must mention the identity of all parties, the day of the beginning of the contract, a description of the entire premises and all parts of the building that are part of the rental, as well as the amount of the rent. This contract must be signed by the parties and must be established in as many copies as there are parties having a separate interest (plus one additional copy for the registration Bureau - see point 3). In addition, each original copy of the contract must mention the number of original copies.

3) Registration of the lease

Registration of the written lease is a mandatory formality for which the lessor is responsible. This formality implies that the contract - as well as a description of the premises - must be communicated in three copies (if there are only two parties) to the registration Bureau of the place where the premises are located. The addresses of all registration bureaus are listed in the telephone book under the column « Service public fédéral Finances - Enregistrement » (Federal Public Service: Finances-Registration)

Registration of leases, subletting or transfer of leases of buildings or parts of buildings exclusively used for lodging of a family or a single person is free of charge and must take place within two months of the conclusion of the contract. If the lease is not registered within this period, the lessor can be fined. In addition, if the lease is a nine-year lease, the rule according to which the lessor can terminate the lease without giving a notice period and without paying compensation has been in application since 1 July 2007.

4) Duration and termination of the lease

a. General comment concerning the beginning of notice periods.

In all cases where the notice period can be given at any time, the notice period takes effect the first day of the month following the month during which the notice was given.

b. 9-year lease

i. General

Every lease normally lasts nine years. This is automatically the case particularly for:

- a verbal lease
- a written lease in which the duration is not indicated
- a written lease for a duration ranging from three to nine years.

At the end of this nine-year period, the lessee and the lessor can both terminate the contract without grounds and without having to pay compensation, subject to giving six months' notice before expiry of the term.

If at expiry of the nine-year period, neither of the parties has terminated the lease, the lease is extended for a three-year term each time, under the same conditions. Every three years, both the parties then have the possibility of terminating the extended lease, without grounds and without having to pay compensation.

ii. Possibilities of termination during the nine-year period

1. Termination by the lessor

During the nine-year period, the lessor has the possibility to terminate the lease under certain conditions. These rules are not imperative, so the lease can exclude them or limit the lessor's right to terminate the lease in these three cases.

1) The lessor can terminate the lease at any time to occupy the premises himself, subject to giving six months' notice. To be valid, the notice must mention the reason and the identity of the person who will personally effectively occupy the premises. The person who occupies the premises can be the lessor himself, the lessor's spouse, his/ children, grandchildren or adopted children and the children of his spouse, father, mother, grandparents and those of his spouse, his brothers, sisters, uncles and aunts, nephews and nieces and those of his spouse.

2) On expiry of each three-year term, the lessor can terminate the lease to carry out certain works, subject to giving six months' notice. This notice must indicate the reason and meet a certain number of strict conditions (see the brochure « La loi sur les loyers », published by the Federal Public Service for Justice that can be consulted on its Internet site).

3) On expiry of the first or second three-year term, the lessor can terminate the lease without grounds subject to giving six months' notice and paying compensation corresponding to nine or six months' rent (depending on whether notice was given at the expiry of the first or second three-year term) to the benefit of the lessor.

#### 2. Termination by the lessee

The lessee can leave at any time, as long as he gives three months' notice to the lessor. He is never required to give the reasons for giving notice. During the first three years of the lease, he must nevertheless pay the lessor compensation equal to three, two or one month's rent, depending on whether he leaves during the first, second or third year. In this context, the special possibility of terminating the lease if the lease has not been registered (see point 3) should be emphasized.

If the lessor terminates the lease early by giving six months' notice on the grounds that he wishes to occupy the premises personally, or undertake work, or even without any grounds (see point 4), b, ii, 1), the lessee can give a counter notice of one month without having to pay compensation, even if the notice takes place during the first three years of the contract.

#### **c. Short-term lease**

The law on rents provides that the parties can conclude a lease, or two different consecutive leases for a total duration of not more than three years.

If no notice has been given three months before the end of the term or if the lessee continues to occupy the premises after expiry of the term agreed without the lessor opposing this, the initial lease is extended under the same conditions and is deemed to have been concluded for a nine-year term as from the beginning of the contract.

#### **d. Long-term lease**

It is possible to conclude a lease for an indeterminate duration for more than nine years. This lease is governed by the same provisions as those applicable to a nine-year lease (see point 4), b.

#### **e. Life-long lease**

It is also possible to conclude a lease for the lessee's entire life, subject to doing so in writing.

The lessor in this kind of a lifelong lease cannot terminate it, unless provisions in the contract state otherwise. However, the lessor can terminate the lease at a time by giving three months' notice.

#### 5) Readjustment of rent

Under certain conditions, the law on rents authorizes readjustment of the rent, whether up or down. This readjustment can take place at the end of each three-year term. It can be requested either by the lessor or by the other party but exclusively during a specific period: between ninth and six month prior to expiry of the three-year term.

After this request, two solutions are possible:

- 1) either the parties agree on the principle of readjustment of rent and the amount;
- 2) or the parties do not reach an agreement; in this case, the requesting party can take the matter to the justice of the peace, but exclusively between the sixth and third month prior to expiry of the current three-year term.

#### 6) Indexation of the rent

Indexation of the rent is always authorized in written leases, unless the lease excludes this possibility.

Indexation is not automatic: the lessor must apply for it in writing to the lessee. This application does not have a retroactive effect, except for three months prior to the application.

The calculation of the indexation is done using a formula defined by law. This type of calculation is set down in detail in the brochure « La loi sur les loyers », published by the Federal Public Service for Justice which can be consulted on its Internet site. The indices can be obtained from the Federal Public Service : Economy and can also be consulted on its Internet site.

#### 7) Expenses and charges

As a general rule, the law on rents does not specify who of the lessee or lessor must pay certain charges. The lessor is exclusively required to pay the property tax.

If the other expenses and charges are set as a flat rate (for example: an amount of € 75 per month), the parties cannot adjust them unilaterally, considering that the real costs and charges are higher or lower than this flat rate amount. However, the lessee and the lessor can at any time ask the justice of the peace to readjust the flat rate amount of expenses and charges or to convert this flat rate amount to real expenses and charges.

If the expenses and charges are not set as a flat rate, the law provides that they must correspond to real expenses. The lessee is entitled to require the lessor to produce the invoices addressed to the lessor as documentary evidence.

#### 8) Provisions pertaining to tenants' repairs

The lessor is required to maintain the rental premises in a condition to be used for the purpose for which they were rented. The law specifies in addition in an imperative provision that the cost of all repairs, other than tenants' repairs is to be borne by the lessor.

The lessee is required to inform the lessor of any deterioration incurred in the rental premises and the repairs that need to be made. The lessee must also take care of tenants' repairs. The "tenants' repairs" are the repairs designated as such for usage of the premises, plus the repairs listed in Article 1754 of the Civil Code. The law limits the lessee's obligations strictly, however: none of the repairs for which the lessee is deemed to be responsible are to be borne by the lessee when those repairs are needed as a result of normal wear and tear or force majeure.

#### 9) Transfer of ownership of the rental premises

When ownership of rental property is transferred, the lessee does not always enjoy the same protection. This depends to a large extent on whether the lease shows a 'date certaine' (verifiable date) prior to the transfer.

A notarized lease, meaning a lease that is established by a notary, always has a 'date certaine'. A lease concluded as a private

agreement (concerning not notarized) has a 'date certain' as from the day of registration (see point 11), or the date of the death of one of the signatories of the lease, or when the date of the existence of the lease was established by a judgment or by an act drafted by a civil servant like a notary or a bailiff. A verbal lease never has a 'date certain'.  
If the lease has a 'date certain' prior to the transfer of ownership of the premises, the new landlord or the holding takes over all the rights and obligations of the former lessor, even if the lease refers explicitly to the possibility of evicting in the event of a transfer of ownership.

If the lease does not have a 'date certain' prior to the transfer of the rental premises, there are two possibilities:  
1) either the lessee has occupied the property for less than six months. In this case, the buyer can terminate the lease without grounds or compensation;

2) or the lessee has occupied the rental premises for six months at least. The buyer is obliged to give notice to the rights of the man- lessor but still has greater flexibility with regard to the possibility of giving notice in certain cases.

**10) Legal and judicial assistance**

**a. Lay of aid**

**i. First-line legal aid**  
First-line legal aid refers to the legal aid given in the form of practical information, legal information, an initial legal opinion or referral to a specialized authority or organization. First-line legal aid is accessible to everyone and is mainly given by lawyers who provide services on an open-door basis in 'maisons de justice' (justice houses) and in the Hall of Justice. First-line legal aid is given by lawyers in free of charge for people whose income is insufficient.

**ii. Second line legal aid (pro deo)**  
Second line legal aid is to be understood as legal aid given by a lawyer in the form of a reasoned opinion or legal aid in the context of a legal action or suit. For second line legal aid, only people whose income are insufficient are taken into account. The person in question applies for the award of second line legal aid to the legal aid bureau of the 'Ordre des Avocats' (their association). For further information on this legal aid, you can address your questions to a 'maison de justice' or a legal aid bureau with the 'Ordre des avocats'.

**b. Judicial assistance**  
Second line legal aid concerns expenses related to the assistance given by a lawyer, whereas judicial assistance concerns 'court costs'. In disputes for which the justice of the peace has jurisdiction, such as disputes concerning the rental of real estate, a request for judicial assistance can be lodged with the justice of the peace before which the case will be brought.