

What should I pay attention to in a new home?

Read your rental agreement!

Our advice is to read your rental agreement very carefully not just once, but several times. Request a trial version (possibly in your own language) and read it at your leisure. If you have any questions, you can always ask us. This way you avoid unpleasant surprises at a later time and you can immediately check whether the basic rent is in order.

Don't sign a contract without seeing the house

Most landlords and rental agents require a deposit to repair any damage you may have incurred during your stay. It is therefore important that you are sure that you do not agree with a home that has already been damaged. To avoid being accused of damaging something that was already broken, it's a good idea to check the condition of the house before signing. A preliminary inspection is usually done for this. If the landlord does not say anything about this, ask specifically so that the damage is also documented.

If you agree with your tenancy agreement and the accommodation, sign each page and request a copy that also contains the landlord's signature.

Do not place any deposits before you have seen the property woning

Here too it is important to first be sure that you want the house, that there is no damage and that the house matches the advertisement. Getting advance payments back if you don't want the house after all, is very difficult. If you cannot view the house yourself, ask a friend or acquaintance to do this for you. You can also ask people about this via social media.

Rental agreements for a definite or indefinite period

If a tenancy agreement is concluded between the tenant and the landlord for an indefinite period of time, they agree that termination can take place in the interim. There is often a minimum duration of one year during which the tenant is obliged to continue to live in the accommodation. After this minimum period, only the tenant has a notice period of one calendar month. Landlord cannot just cancel.

If a rental agreement is concluded for a definite period of time, you as a tenant know for how long you can live in the accommodation anyway. You have the option to cancel your rent at any time with due observance of a calendar month. Lessor must indicate one month before the end of the agreement that the agreement will end. If he does not do this, your agreement will transfer to a contract for an indefinite period. The landlord may also choose to offer you a one-off agreement for a definite period of time.

Can I or the landlord just stop the rental agreement?

The notice period of a tenant with a contract for an indefinite period is equal to your payment term. When the rent is paid every month, the notice period is also one month. This can be deviated from in the contract. The tenant and landlord are free to make other agreements about this. This must be specifically mentioned in the contract.

With a fixed-term contract you have a minimum duration OR a maximum length of stay. If your contract contains both, this is not legally valid. Notice period for tenant is one calendar month.

If the landlord wants to evict you, and you do not agree with this, the landlord must first have permission from the subdistrict court. There are only a few grounds on which a contract may be terminated. See our FAQ for this.

Is it an all-in price or a split price?

The rental price should be stated in the contract. The basic rent and service costs must be stated separately in the rental contract. All-in rental prices are not allowed. For the (advance) service costs, the advance must also be specified. This also applies to furnished homes. The landlord must be able to settle the (advance) service costs every year.

Tenant wants me to pay my rent in cash

Never pay cash. This is a signal that something is not fair or legal going on. Tenants must pay taxes on their income from renting out properties. With cash, it is possible that the landlord is trying to evade taxes. This is punishable. Require that you transfer the money to the account of the landlord or through the rental agent.

Register with the municipality!

It is mandatory in the Netherlands to register at the address where you actually reside. Failure to do so may result in fines.

Are your service costs really service costs?

As a tenant you pay for the use of gas and light in your room and gas, water and light for the common areas that you share with others. In addition, the landlord may charge cleaning costs, internet, minor maintenance, etc. via the service costs.

Landlord may not just put everything in the service costs. You do not have to pay for some VvE costs, some municipal taxes, major maintenance, cleaning costs for spaces that you do not use.

House rules for your home

Some leases contain house rules and sometimes these are supplied separately. For example, not in all homes pets are allowed, you are allowed to smoke inside or you can barbecue in the garden. If you live in an apartment complex, the house rules also describe whose responsibility it is, for example, to keep the stairwell and other common areas clean. So read the house rules carefully before you sign a rental contract and check with yourself whether you want to and can comply with the rules.