

TEMPORARY OCCUPANCY AGREEMENT
DURATION < 1 MONTH

BACKGROUND

In the framework of the “Brussels Helps Ukraine” programme, the host who fulfils the relevant criteria has decided on a voluntary basis to make all or part of their accommodation available to one or more beneficiaries of temporary protection as referred to in EU Council Decision No. 2022/382 of 4 March 2022 establishing the existence of a mass influx of displaced persons from Ukraine, within the meaning of Article 5 of Directive 2001/55/EC.

This agreement aims to provide a framework for this provision.

This agreement is not a tenancy agreement.

This agreement is recommended for:



The temporary occupancy of all or part of a dwelling.



For a minimum period of 15 calendar days to one month.



Free accommodation.

Chargeable expenses or not.

BETWEEN

A. The host

Mr and/or Ms

.....

(surname, first name, middle name of the lessor(s), national register number)

Residing at

.....¹

AND

B. The occupants(s):

Mr and/or Ms

.....

Passport/ID card/other identity document number (please specify) :

.....

.....

¹ The domicile of the host may be located outside the Brussels-Capital Region.

IT IS HEREBY AGREED AS FOLLOWS:

1. Description of the property

The main purpose of this agreement is to make available on a short-term basis accommodation located at²
.....(full address), floor

The accommodation provided is part of a dwelling/a complete dwelling³. It consists of one or more rooms detailed as follows: (indicate the approximate surface area per room made available, the number of beds)

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

If part of a dwelling is made available:

- the parts reserved for the occupant’s private use are:
.....
- the user has access to the following parts of the dwelling, including household goods:
.....
.....
.....

The precarious and temporary nature of this occupancy constitutes the essential element of the agreement between the parties, without which the owner would not be bound. The present agreement is not subject to the provisions of Title III of Book III of the Civil Code and is not a lease contract subject to the special rules for leases relating to the residence of the tenant introduced into the Civil Code by the Law of 20 February 1991 amending and supplementing the provisions of the Civil Code concerning leases.

² The accommodation must be located in the Brussels-Capital Region.
³ Delete as appropriate.

Indicate at least:

- the type of property (studio, flat, house, part of a dwelling),
- all the premises and parts of the building covered by the agreement,
- the living space (floor area),
- the number of rooms, bathrooms, bedrooms,
- whether there is a kitchen (equipped or not),
- whether there is central heating or a thermostatic system,
- whether all the windows in the dwelling are double-glazed or not,
- the presence or absence of a cellar, attic, balcony, terrace or garden,
- communal spaces, private spaces,
- whether the property is furnished.

2. Duration of the agreement

This agreement enters into effect onuntil⁴

The occupancy agreement will end automatically at the end of its term, without automatic renewal.

Unless the short-term agreement is renewed, the occupant undertakes to leave the premises on the same day.

In the event that the occupant stays in the property without the written agreement of the host, a penalty payment of €10 per day and per adult will be payable by the occupant by operation of law, without prior notice.

The host may also have the occupant evicted by bringing proceedings before the competent justice of the peace.

3. Intended use of the property

The premises shall be used exclusively for the accommodation of the occupant.

The only persons authorised to occupy the accommodation are:

.....
.....
.....
.....

Any transfer or subletting, whether partial or total, is strictly forbidden.

⁴ This agreement cannot be concluded for a period of less than 15 days. It is recommended for an estimated period of less than one month. Beyond this period, it is advised to use another standard agreement providing for the payment of a limited sum for the accommodation as well as the charges relating to the occupation.

4. Payment

The accommodation is occupied free of charge.

Charges strictly related to the consumption of gas, water and electricity are borne by the host/occupier (please specify).

If the charges are borne by the occupant, they may not exceed €/month⁵ per occupant, with children under 12 years not being taken into account when determining the cost of the charges.

All taxes, duties and fees relating to the property which is the subject of the present agreement shall be borne by the host.

5. Inventory

An inventory⁶ has been drawn up in the presence of both parties. If an inventory has not been completed, it will be presumed that the occupant received the property in the same condition as it is at the end of the agreement, unless proof of the contrary is provided by any legal means. The occupant undertakes to maintain the dwelling and keep it clean. They undertake to guarantee the proper occupation of the premises and to keep it in the same condition as when they entered it, with the exception of normal wear and tear⁷.

6. Insurance

The host declares having taken out, or agrees to take out, the following insurance policies no later than the date of the occupant's entry into the property:

- fire insurance covering all of the occupied property;
- home and contents insurance for the furniture provided, if applicable.

For temporary, non-autonomous accommodation⁸

The host needs to contact their insurance provider for fire and civil liability insurance, to notify them of the temporary accommodation. Some providers cover beneficiaries of temporary protection from Ukraine without modification or supplement.

If this is not the case, taking out these insurance policies is the responsibility of the occupant.

⁵ It is recommended to calculate the charges on the basis of the monthly amount paid by the host in proportion to the number of people occupying the accommodation, excluding children under 12 years of age.

⁶ The inventory concerns either the entire dwelling or the parts reserved for the occupant's personal use in the case of part of a dwelling being made available.

⁷ It is advisable to use the standard house-sharing charter provided.

⁸ **Temporary, non-autonomous accommodation** is accommodation which does not have a private door for the use of one household only, a private kitchen, or a private bathroom.

For temporary, non-autonomous accommodation⁹

All other insurance policies relating to the occupied areas will be taken out by the occupant, at their expense, for the duration of the occupancy, both to cover any damage which they may cause to the home, their own belongings, and for their civil liability.

The occupant can contact the PCSW of their municipality to take out insurance at a reduced rate.

7. Conditions of termination

In the event of prolonged absence of the occupant(s) for more than one month, as observed by the host, the present agreement will terminate by operation of law.

8. Notice

Either party may terminate this agreement at any time by giving 7 days' notice, addressed to the other party in writing.

Place of signature: (name of the municipality/city)
in two original copies, on

Each of the undersigned acknowledges having received their own copy.

The occupant

The host

⁹ **Temporary, autonomous accommodation** is accommodation which:
- has its own door, bathroom and kitchen not shared with other persons;
- cannot be put on the rental market following temporary use.