



Whose registered office is located at (postcode, locality)

.....  
(address, no.): .....

.....  
And whose company number is.....

Represented here by:

.....  
For occupancy of the property as a main residence by (surname, first and middle name of occupant, national registration number): .....

.....  
Date and place of birth:

.....  
Address: .....

## IT IS HEREBY AGREED AS FOLLOWS:

### 1. Description of the rental property

By this lease, the Lessor gives to the Lessee, who accepts, the following real estate, located at

.....  
.....

including (*indicate at least*):

- *the type of property (studio, flat, house),*
- *all the premises and parts of the building covered by the lease,*
- *the living space (floor area),*
- *the number of rooms, bathrooms, bedrooms,*
- *whether there is a kitchen (equipped or not),*
- *the year of construction if known to the Lessor,*
- *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,*
- *mention whether the property is rented furnished:*

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

Hereinafter referred to as "the leased property".

The energy performance of the leased property is (*indicate the level of the PEB certificate by the corresponding letter*): [ ]. The PEB certificate is attached to this lease (Appendix 2).

If the leased property is located in a co-owned property, the Lessee enjoys the rights provided for in Article 577-10, §4 of the Belgian Civil Code and undertakes to comply with the basic deed, the co-ownership regulations and the internal regulations attached in Appendix 3.

The decisions of the general assembly are binding on the Lessee.

The Lessee must refrain from causing any nuisance to the other occupants.

## 2. Intended use of the leased property

The parties agree that this lease is for use as a main residence.

The Lessee is prohibited from changing this usage without the express, prior and written consent of the Lessor, who will not refuse such consent without just cause.

In the event of partial occupation in a professional capacity:

- The Lessor does not authorise the Lessee to use part of the leased property for a professional activity or to deduct the rents and charges from their income in any way whatsoever. In the event of non-compliance with the preceding paragraph, the Lessee shall be liable to the Lessor for all additional taxes, if any, payable by the latter, even if this tax requirement arises after the Lessee's departure, as the "final settlement" clause does not cover this eventuality.
- The Lessor authorises the Lessee to use part of the leased property for a professional activity. Activities governed by the law on commercial leases are always excluded. In this case, to comply with Article 8 of the Income Tax Code, the parties agree that the part of the leased property reserved for the professional activity represents .....% of the total rent and .....% of the charges.

## 3. Term of the lease

The parties agree that the lease is concluded for:

- nine years or long term (Article 3.1.)
- less than six months (Article 3.2.)
- short term (more than six months and a maximum of three years) (Article 3.3.);
- for life (Article 3.4.);

### 3.1. Nine-year or long-term lease

#### 3.1.1. Term

This lease is granted for:

- a nine-year term. It becomes effective on ....., and ends on .....

It ends on the expiry of this nine-year period by means of a written notice of termination issued by the Lessor at least six months before the expiry date.

If no notice is given within the period provided for in the preceding paragraph, the lease shall be extended each time for a period of three years, under the same conditions, including the rent, without prejudice to indexation and the causes of review.

- a term of ..... (*more than nine years*). It becomes effective on ....., and ends on .....

It ends on the expiry of this period by means of a written notice of termination issued by one of the parties at least six months before the expiry date.

If no notice is given within the period provided for in the preceding paragraph, the lease shall be extended each time for a period of three years, under the same conditions, including the rent, without prejudice to indexation and the causes of review.

#### 3.1.2. Early Termination

The Lessor may terminate this lease under the conditions provided for in Articles 237 and 239 of the Brussels Housing Code.

The Lessee may terminate the lease at any time by giving written notice by registered letter three months in advance.

The Lessor is entitled to compensation if the Lessee terminates the lease during the first three-year term. This compensation is equal to three months, two months or one month of rent depending on whether the lease ends in the first, second or third year.

If the Lessor terminates the contract under the conditions provided for in Article 237, §5 of the Brussels Housing Code, the Lessee may in turn terminate the lease at any time by giving a notice period limited to one month. In this event, the Lessee shall not be liable for the compensation provided for in the preceding paragraph. The Lessor shall also remain liable for the performance of the grounds for the initial notice and for the payment of any compensation.

### **3.2. Lease of less than six months**

The lease is granted for a term of ....., becoming effective on ..... and ending on ....., unless extended by mutual agreement. The lease cannot be terminated early.

It is terminated by operation of law on its expiry date without either party having to give notice of termination or pay compensation.

### **3.3. Lease of more than six months and a maximum of three years**

#### **3.3.1. Term**

The lease is granted for a term of ....., becoming effective on ..... and ending on .....

The lease is terminated by either party giving notice (in writing) at least three months prior to the expiry of the agreed term.

The parties may extend the short-term lease by mutual agreement on the same terms, including rent but without prejudice to indexation. This extension must be in writing. The lease may be extended one or more times, but only by a written notice contained in the lease, an amendment thereto or any subsequent written notification, and under the same conditions so long as the total term of the lease does not exceed three years.

Notwithstanding any clause or agreement to the contrary, in the absence of timely notice of termination or if, despite notice given by the Lessor, the Lessee continues to occupy the premises without opposition by the Lessor, and even if a new agreement is entered into between the same parties, the lease shall be deemed to have been entered into for a period of nine years from the date on which the initial short-term lease became effective. In this event, the rent and other terms remain unchanged from those agreed in the original lease, subject to indexation and causes of review.

#### **3.3.2. For leases of more than one year: early termination by the Lessor**

The lease may be terminated by the Lessor under the following cumulative conditions:

- at any time after the first year of the lease:
  - ✓ for the purpose of occupancy of the leased property by the Lessor, their spouse, their predecessors, descendants, adopted children or those of their spouse, their relatives, and those of their spouse up to the third degree;
  - ✓ by giving three months' notice by registered letter and paying compensation equivalent to one month's rent;
- the Lessor must mention in the notice the identity and relationship to the Lessor of the person who will occupy the property;
- if the Lessee so requests, the Lessor must provide proof of the family relationship within two months;
- occupancy by the person to whom the notice is given must be effective for two years and begin no later than one year after the premises are vacated.

When, without proving an exceptional circumstance, the Lessor does not carry out the personal occupation under the conditions and within the time limit stipulated, the Lessee is entitled to compensation equivalent to eighteen months' rent.

### 3.3.3. Early termination by the Lessee

The lease may be terminated by the Lessee at any time with three months' notice and compensation equivalent to one month's rent.

## 3.4. Lifetime lease

### 3.4.1. Term

The parties agree that the lease is concluded for the lifetime of the Lessee: The lease terminates automatically upon the death of the Lessee.

### 3.4.2. Early Termination

#### *a) By the Lessor*

The parties hereby agree:

- that early termination by the Lessor is not possible.
- that early termination by the Lessor is possible under the conditions set forth in Article 237 of the Brussels Housing Code, with the exception of §§ 2 to 4 of that provision, unless the parties provide otherwise.

#### *b) By the Lessee*

The Lessee may terminate the lease at any time by giving written notice (preferably by registered letter) three months in advance.

The Lessor is entitled to compensation if the Lessee terminates the lease during the first three-year term. This compensation is equal to three months, two months or one month of rent depending on whether the lease ends in the first, second or third year.

If the Lessor terminates the contract by application of Article 237, §5 of the Brussels Housing Code, the Lessee may in turn terminate the lease at any time by giving a notice period limited to one month. In this event, the Lessee shall not be liable for the compensation provided for in the preceding paragraph. The Lessor shall also remain liable for the performance of the grounds for the initial notice and for the payment of any compensation.

## 4. Rent

### 4.1. Base rent and payment terms

The lease is granted and accepted by means of the payment of an initial base rent of ..... euros

**In the event of furnished rental:**

- the furniture portion of the rent is .....% of the total rent.
- the building portion of the rent is .....% of the total rent.

**Rent must be paid:**

- each month
- per period of ..... months

**It is payable:**

- no later than ..... days before the start of the period
- no later than ..... days after the start of the period

.....

It must be paid (if no choice is made, the three possibilities remain open):

- by bank transfer or payment to account no. ....
- by creating a standing order to account no. ....
- by hand, against receipt.

## 4.2. Indexation

- Rent is not subject to indexation.
- Either party may request rent indexation no more than once a year, on the anniversary of the effective date of the lease and upon written request of the interested party (preferably by registered letter), in accordance with the following formula:

$$\text{index} = \frac{\text{base rent} \times \text{new index}}{\text{base}}$$

The **base rent** is as set out in 4.1.

The **base index** is the health index for the month preceding that in which the lease was signed, i.e. ....

The **new index** is the health index for the month preceding the anniversary of the effective date of the lease.

## 4.3. Late payment interest

In the event of non-payment on the due date, the Lessee will be liable for interest on the outstanding amounts until the arrears are settled.

Interest accrues:

- from the .....<sup>th</sup> day after receipt of the registered demand letter;
- on the .....<sup>th</sup> day after the expiry of the deadline.

The applicable interest rate that must compensate for the loss incurred:

- is the legal interest rate;
- is conventionally set at .....% per year.

## 4.4. Reference rent

The reference rent of the leased property or the range of rents around the reference rent of the leased property (as listed on the website <https://loyers.brussels>) is:

.....  
.....

## 5. Fees and charges

### 5.1. General provisions

- The fees and charges imposed on the Lessee correspond to actual expenses.

The Lessee:

- will pay, in addition to the rent, a provision of .....euros per month at the same time as the rent. The provision may be adjusted by mutual agreement at the request of either party, after the production of the annual statement of account, in accordance with the expenses incurred as shown in the last statement of account.
- will not pay any provision for charges and will pay their share of these charges every .....(frequency) on the sending to them of the detailed statement by the landlord.

- The costs and charges imposed on the Lessee are fixed at ..... euros and are payable per month at the same time as the rent.
- No charges are due in addition to the rent. Articles 5.2 to 5.5 do not apply.
- The private and communal fees and charges of the leased property include:.....  
.....  
.....

## 5.2. Conversion of fixed expenses to actual expenses

At any time, either party may request the conversion of the fixed fees and charges into actual fees and charges or their revision according to the expenses actually incurred.

## 5.3. Separate accounts and supporting documents

If the fees and charges are actual expenses, they must be itemised in a separate account from the rent. The Lessor agrees to produce this account and supporting documentation at least once a year.

For multi-apartment buildings managed by the same person, the obligation is fulfilled if the Lessor sends the Lessee a statement of the fees and charges and if the Lessee or their representative is given the opportunity to consult the documents at the premises of the natural person or legal entity managing the building.

## 5.4. Private charges

### 5.4.1. If there are individual meters

The parties will jointly read the individual meters or gauges before the Lessee occupies the premises. The meters have the following numbers and codes:

hot water: number.....code.....	
cold water: number.....code.....	
gas: number: ..... Code.....	
daytime number.....code.....	electricity:
night-time number.....code.....	electricity:
other: number.....code.....	

### 5.4.2. If there is no individual meter

For the following, the parties agree that the quota provisions stipulated below shall be determined on the basis of:

- A- the number of dwellings in the building and the number of persons living in each dwelling, with each dwelling presumed to have equal charges and fees;
- B- the surface area of the dwelling in relation to the total surface area of the private parts of the building, i.e. ....;
- C- the number of units of the leased property in the communal areas of the building, as shown in the base deed, i.e. ....units;
- D- other (specify): .....

The Lessee will contribute to the cost:

- of heating at the rate of .....EUR
  - fixed amount
  - provision according to quota: A - B - C - D (circle)
- of hot water distribution at the rate of .....EUR

- fixed amount
- provision according to quota: A - B - C - D (circle)
- of electricity at the rate of .....EUR
  - fixed amount
  - provision according to quota: A - B - C - D (circle)
- of tap water at the rate of .....EUR
  - fixed amount
  - provision according to quota: A - B - C - D (circle)
- of gas at the rate of .....EUR
  - fixed amount
  - provision according to quota: A - B - C - D (circle)
- ..... at the rate of .....EUR
  - fixed amount
  - provision according to quota: A - B - C - D (circle)

## 5.5. Communal charges

For the following, the parties agree that the quota provision(s) stipulated below shall be determined on the basis of:

- A- the number of dwellings in the building and the number of persons living in each dwelling, with each dwelling presumed to have equal charges and fees;
- B- the surface area of the dwelling in relation to the total surface area of the private parts of the building, i.e. ....;
- C- the number of units of the leased property in the communal areas of the building, as shown in the base deed, i.e. ....units;
- D- other (specify): .....

The Lessee will contribute to the cost:

- of ..... at the rate of .....EUR
  - fixed amount
  - provision according to quota: A - B - C - D (circle)
- of ..... at the rate of .....EUR
  - fixed amount
  - provision according to quota: A - B - C - D (circle)
- of ..... at the rate of .....EUR
  - fixed amount
  - provision according to quota: A - B - C - D (circle)
- of ..... at the rate of .....EUR
  - fixed amount
  - provision according to quota: A - B - C - D (circle)
- of ..... at the rate of .....EUR
  - fixed amount
  - provision according to quota: A - B - C - D (circle)

In the event of a fixed amount, this shall be subject to upward or downward indexation in accordance with the formula set out in Section 4.2.

## 6. Taxes

### 6.1. Property tax

The property tax cannot be charged to the Lessee.

### 6.2. Other

The taxes related to the use of the property leased or to be leased imposed by the State, the Region, the Province, the Municipality or any other public authority, are to be paid by:

the Lessor

the Lessee

All the taxes related to the ownership of the property leased or to be leased, other than property tax, imposed by the State, the Region, the Province, the Municipality or any other public authority, are to be paid by:

the Lessor

the Lessee

## 7. Guarantee

To ensure compliance with their obligations, the Lessee shall provide a rental guarantee before the lease comes into effect and before the keys are handed over.

The Lessee chooses:

to pay a guarantee of .....euros (maximum 2 months' rent) into a separate account opened in their name with the bank .....

or

to provide a bank guarantee of .....euros (maximum 3 months' rent) issued by the bank .....

And/Or (*circle your choice*)

a personal guarantee of .....

During the course of the lease, the parties are prohibited from using the guarantee for the payment of rent or charges.

The guarantee will be released upon production of either the agreement of the parties or an enforceable court decision, even if it is issued by a court of first instance.

## 8. Inventory

### 8.1. Inventory on arrival

Before the tenant takes possession of the property, the parties undertake to jointly draw up a detailed inventory, either by mutual agreement or using an expert. This inventory is drawn up either during the period in which the premises are unoccupied or during the first month of occupation. In the event of an inventory carried out when the property is unoccupied, the Lessee has one month to report any additional remarks. It is attached to this lease (Appendix 4) and must be registered. In the event of recourse to an expert, the fees are shared between the parties.

In the latter case, they appoint by mutual agreement the expert Mr/Ms..... as expert(s) for this mission. If no inventory is made at the start of the lease, the Lessee will be presumed, at the end of the lease, to have received the leased property in the same condition as it was at the end of the lease, unless the Lessor can prove otherwise.

## 8.2. Departure inventory

Without prejudice to Article 9.1., at the end of the lease the Lessee must return the leased property as they received it, in accordance with the inventory if drawn up, except for what has perished or been damaged by obsolescence or force majeure.

When an inventory has been drawn up at the start of the lease, either party may request that an inventory be drawn up at the end of the lease, at the expense of both parties.

This inventory is drawn up after the Lessee has vacated the premises and before the keys are handed to the Lessor.

The departure inventory will be drawn up using the same methods as on arrival.

The above-mentioned expert is also appointed to draw up the inventory at the end of the rental period and has the task of noting and evaluating the damage for which the Lessee is responsible. If they no longer perform these activities, the parties shall appoint another expert no later than one month before the end of the lease. If no agreement is reached, the matter will be referred to the Justice of the Peace by the most diligent party.

The water, gas and electricity meters must remain open until the end of the inventory.

In the event of furnished rental, and unless otherwise agreed, the furniture will be described at the time of the inventories on arrival at and departure from the building mentioned above. If the parties appoint an expert, this inventory and any damage to the furniture and its evaluation are part of his mission.

## 9. Maintenance and repair

### 9.1. Principles

The Lessee is obliged to carry out minor maintenance work as well as rental repairs that are not caused by obsolescence or force majeure.

The Lessor shall, for their part, during the term of the lease, carry out all repairs that may become necessary, other than minor maintenance and rental repairs and those resulting from the fault of the Lessee.

### 9.2. List of repairs and maintenance work that must be carried out by the Lessee or Lessor

The main maintenance repairs and works to be carried out by the Lessee and the Lessor respectively are listed in the appendices to the Government Decree of 23 November 2017 determining the non-restrictive list of maintenance repairs and works that must be carried out by the Lessee or the Lessor.

The parties shall refer to these appendices to determine their respective obligations. If not mentioned in these appendices, the minor maintenance and rental repairs to be paid by the Lessee are determined in accordance with the use of the premises.

### 9.3. Repairs and maintenance for the communal use of several housing units

Where the aforesaid repairs and maintenance may be charged to the Lessee and are intended for communal use by more than one housing unit, the Lessor may, unless the lease specifies a fixed amount for communal charges and fees, claim from the Lessee the cost thereof as communal charges in accordance with the apportionment provided in Article 5.

### 9.4. Periodicity of rental maintenance and certification

The Lessee must have the following items serviced at the following intervals:

- heating system: every year/other periods: .....

and must produce a certificate: Yes  No

- chimney(s): every year / other periods: .....

and must produce a certificate: Yes  No

• Other: ..... every .....

and must produce a certificate: Yes  No

For their part, before the Lessee's entry into the premises, the Lessor shall produce the last certificate of inspection and periodic maintenance or acceptance of the heating system and a certificate of compliance and maintenance of the water heater, heating system and chimney.

## 9.5. Lessee's duty to inform

The Lessee shall inform the Lessor as soon as possible of any malfunctions that occur in the property, including work and repairs to be carried out by the Lessor. The Lessee shall bear all the consequences resulting from the absence of information or late information from the Lessor unless they can demonstrate that the latter could not have been unaware of the work or repairs to be carried out.

## 9.6. Urgent repairs

If, during the term of the lease, the leased property needs urgent repairs that cannot be postponed until the end of the lease term, the Lessee shall tolerate them, even if they inconvenience them, and even if they are deprived of part of the leased property while they are carried out.

However, if these repairs last more than forty days, the price of the lease will be reduced in proportion to the time and the part of the leased property of which they have been deprived.

The Lessee may terminate the lease if the repairs are of such a nature as to render the part or parts of the property necessary for the accommodation of the Lessee and their family uninhabitable.

## 10. Works

### 10.1. Modification of the leased property by the Lessee

Any works, embellishments, improvements and transformations of the leased property:

shall be carried out with the prior and express written consent of the Lessor, which shall not withhold consent without just cause. In any event, they will be carried out by the Lessee at their expense, risk and peril.

may be performed to the following extent: .....

.....  
.....

The works, embellishments, improvements and transformations will be acquired by the Lessor at the end of the lease:

without compensation

with an allowance equal to [.....]

The Lessor:

waives the right to demand the return of the premises to their original condition and therefore demand the removal of the works, embellishments, improvements and transformations carried out by the Lessee

retains the right to require the full or partial restoration of the premises to their original condition, at the expense of the Lessee.

The Lessee is obliged to take out insurance and apply for all necessary administrative authorisations (planning permission, authorisations and examination by the fire service, etc.) at their own expense, and to produce proof thereof to the Lessor on the first request. In addition, the Lessee shall comply with the requirements of the basic deed and the internal regulations.

If the Lessee fails to comply with any of these obligations and even if the work has been authorised, the Lessor may order the immediate cessation of the work and require the restoration of the premises, at the Lessee's expense.

## 10.2. Work by the Lessor to improve energy performance

If the lease is for a period of more than three years, after giving the Lessee at least one month's notice by registered mail, and during the course of the lease but not more than once per three-year period, the Lessor may carry out any work in the leased property intended to improve its energy performance, in accordance with the conditions set forth in Article 221 of the Brussels Housing Code.

The Lessor undertakes to do everything possible to carry out the various investments simultaneously, in order to limit the inconveniences caused to the Lessee by the works as much as possible.

In addition, the parties may agree at any time, expressly and no later than one month prior to the performance of the work referred to above, that the work will result in a rent increase directly related to the energy savings expected from the work; this rent increase must be proportional to the actual cost of the work and the improvement in energy performance.

## 10.3. Renovation lease (only for leases of three years or more)

- This lease is not a renovation lease.
- The parties hereby agree to make the lease subject to the Renovation Lease System on the following terms:

### • Description and schedule of the works

The Lessee undertakes to carry out the following work in the leased property (*detailed description, including materials used and whether or not a trade is involved*): .....

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

The work will start on .../.../..... and will be completed on .../.../..... (max. 12 months later).

### • Occupation of the premises during the work

The parties hereby agree:

- not to derogate from Article 219, §2 of the Brussels Housing Code relating to the basic safety, health and equipment requirements for housing;
- to derogate from Article 219, §2 of the Brussels Housing Code relating to the basic safety, health and equipment requirements for housing and agree that no rent is payable during the works and that:
  - the property will not be occupied during the performance of the work;
  - the property will be occupied during the performance of the work, subject to the conditions and limits set by the Government.

### • Acceptance of the work

At the request of the most diligent party, the works will be jointly accepted at the end of the mutually agreed periods and on their completion.

### • Rights and obligations of the parties

#### (a) In respect of the Lessee

At the request of the Lessor, the Lessee:

- provides them with all the documents necessary to complete the subsequent intervention file;
- gives them access to the rented property with at least three days' notice. The Lessor may be accompanied by the technical consultant of their choice to monitor the execution and progress of the work.

### ***(b) In respect of the Lessor***

The Lessor shall report to the Regional Inspection Service:

- the renovation lease;
- the date of conclusion of the contract;
- the time frame for the execution of the work by the Lessee.

In return for the work, the Lessor:

- waives the option to terminate the lease for a period of .....[maximum 9 years];

and/or (*circle your choice*)

- waives the right to request a rent review for a period of ....., starting from the completion of the work;

and/or (*circle your choice*)

- grants the Lessee a rent reduction of .....

#### **• Non-performance of the works**

In the event of the non-performance of the work within the allotted time or of defects, the Lessor may apply to the courts for the full or partial termination of the compensation provided for above.

Depending on the extent of the work not carried out, the Lessor may, without prejudice to any damages, request the total or partial reimbursement of the rent not received.

## **11. Assignment**

### **11.1. Procedure**

The transfer of the lease is forbidden without the express, written and prior agreement of the Lessor. In this event, the assignor is relieved of all future obligations, unless otherwise agreed in the lease transfer agreement.

The proposed transfer is notified by the Lessee to the Lessor by registered mail. It includes all the identification data of the transferee, in compliance with Article 200ter, §2 of the Brussels Housing Code.

The Lessor notifies their agreement or refusal to the transfer within thirty days of receiving the proposal. After this period, the transfer is deemed to be refused.

### **11.2. Inventory**

An intermediate departure inventory is drawn up before the departure of the transferring Lessee. This inventory is drawn up in accordance with Article 8 of the lease.

It is performed jointly and in the presence of the transferee. The costs are shared between the three parties.

The departure inventory, attached to the initial inventory, is equivalent to the entry inventory of fixtures for the transferee.

## **12. Sub-leasing**

- The Lessee may not sublet the entire property.
- They may sublet a portion of the leased property with the consent of the Lessor and provided that the remainder of the leased property remains assigned as their primary residence.

Prior to any subletting, the Lessee shall send the draft subleasing agreement to the Lessor by registered mail, including all identification data of the subLessee, in compliance with Article 200b, § 2 of the Brussels Housing Code.

### 13. Right of information in the event of the sale of the leased property

In the event of the sale of the leased property by mutual agreement, the Lessor undertakes to notify the Lessee by registered letter or by bailiff's notice of their intention to sell the dwelling, prior to any public communication relating to this sale.

This notification is sent to them even if the property put up for sale constitutes only part of the leased property, in which case the obligation to inform applies to that part.

### 14. Posters - visits

[ ] months prior to the termination of this lease, either at the expiry of the term or by termination, and in the event of the property being offered for sale, the Lessee shall, until the day of their departure, permit, the display of posters in the most conspicuous places, and permit visitors to view the property freely and completely [ ] days per week and [ ] consecutive hours per day.

During the entire term of the lease, the Lessor or their delegate may visit the premises by appointment requested at least [ ] days in advance, except in the event of emergency.

### 15. Insurance

The parties hereby agree that:

- during the entire term of the lease, the Lessee shall insure their liability with respect to the leased property and its furnishings for a sufficient amount against all rental risks and in particular fire, water damage, storm and hail, as well as recourse to third parties (neighbours, etc.). The Lessee shall send a copy of the policy to the Lessor no later than fifteen days after the signing of the lease and shall provide proof of payment of the premiums annually if requested by the Lessor. This insurance will include the prohibition for the insurer to terminate the policy without at least one month's notice to the Lessor.
- [Other] .....

### 16. Resolution

In the event of a judicial termination to the detriment of the Lessee, the latter shall bear all costs, disbursements and expenses whatsoever arising or to arise from this termination and pay, in addition to the rents and charges that fell due before their departure, a fixed and irreducible indemnity equivalent to the rent for one quarter.

In the event of a judicial termination to the detriment of the Lessor, the latter shall bear all costs, disbursements and expenses whatsoever arising or to arise from this termination and pay the Lessee a fixed and irreducible indemnity equivalent to the rent for one quarter.

### 17. Registration of the lease

The registration formalities and the potential expenses related to it are payable by the Lessor.

The Lessor undertakes to register the lease within two months of its signature, together with the signed appendices and the inventory. They shall hand over proof of this to the Lessee.

If the Lessor fails to do so, the Lessee may terminate the lease without notice or compensation, provided that the Lessee has sent the Lessor a formal notice to register the lease and that the notice has remained unheeded for one month.

If the lease is concluded for a term of more than nine years or for life, it will be the subject of a notarial deed executed before the notary or notaries [..... ] within four months of the signing of this agreement. The expenses, rights and fees of the notary are charged to:

- the Lessor
- the Lessee

The registration fees are charged to the Lessor.

**18. Notice**

All notifications by registered mail shall be deemed to be done on the date of posting, the date of the receipt being proof of timely posting. However, where a notice of termination may be given at any time, the period shall commence on the first day of the month following the month in which the notice was given.

**19. Address for Service**

The Lessee declares that they elect domicile in the leased property for the term of the lease and for all the continuations of the lease, unless, after their departure, they have notified the Lessor of a new election of domicile, which must be in Belgium.

Unless they inform the Lessor of another address in Belgium, the guarantor(s) shall elect domicile at the following address: .....

In the event of a change of marital status during the lease, in particular by marriage, the Lessee shall be required to inform the Lessor without delay by registered letter, specifying, where applicable, the full identity of the spouse.

**20. Special Terms and Conditions**

The parties hereby agree that: .....

.....  
.....

.....  
.....

**21. Appendices**

By signing this contract, the Lessee acknowledges having expressly received the following appendices:

Appendix 1: Explanatory note established by the Government of the Brussels-Capital Region in application of Article 218, §4 of the Brussels Housing Code

Appendix 2: Energy Performance Certificate

Appendix 3: Basic deed and internal regulations (if any)

Appendix 4: Inventory on arrival

Done at ....., on .....

in as many original copies (and appendices) as there are parties with separate interests, plus one copy for registration.

**The Lessee(s)**

**The Lessor(s)**