

INFORMATION AND GUIDELINES ON THE DELIVERY OF RESIDENTIAL PROPERTY AND ROOMS

Model adopted by the Council for Real Estate Matters (*Raad voor Onroerende Zaken (ROZ)*) in April 1999 and as referred to in Clause 2 of the following ROZ model: General provisions to be observed in rental agreements for residential property.

You have given notice to terminate your tenancy agreement. Do you know what will be expected of you before you move out and deliver the property or room to the landlord? All the information you need about the above is provided in these guidelines. Although the term 'properties' is used, these guidelines do cover rooms too.

After receiving the notice of termination, the landlord or property manager will contact you to ensure that the delivery of your property runs smoothly. An agreement will be made with you on when an inspector will carry out a **preliminary inspection** of your property on behalf of the landlord. This inspection will be followed by a **final inspection** at a later date. An explanation follows below of the preliminary inspection and the final inspection.

PRELIMINARY INSPECTION

What does the preliminary inspection entail?

An inspector will carry out a preliminary inspection of your property with you - on behalf of the landlord - the time and date of this inspection will be agreed on with you. It will be important for you to be present at the preliminary inspection. During the preliminary inspection, the inspector will tell you what you need to do to leave the property as required by the landlord. This could mean that you may need to do some maintenance work or rectify defects before leaving the property. It is also possible that any changes you have made to the property yourself or taken over from the previous tenant will need to be reversed. The inspector will record all of the above in the preliminary inspection report. This report must be signed by both you and the inspector. You will be given a copy of it.

Defects not observed during the preliminary inspection

The preliminary inspection will be carried out while you are still living in the property. Your household effects will still be where they would usually be in the property. Given this fact, it is possible that the inspector may not be able to see everything, because of which he may miss a number of changes or defects. Ultimately, you will be expected to have reversed any changes and rectified any defects before you move out of the property. If you have made any changes, or if you know that there is some damage in the property anywhere, you are advised to notify the inspector of this during the preliminary inspection. Added to the above, if you have any doubt at all about whether certain work is to be carried out by you or not, it would be wise for you to confirm this with the inspector. Doing this will avoid you being confronted with defects, changes or maintenance during the final inspection, all of which you would be expected to rectify or reverse as appropriate.

THE MAIN RULE

When terminating the tenancy agreement, the landlord will apply the following main rule: before you leave the property for the last time, you will be expected to deliver the property completely vacated and clean and in a good state of repair. The original state of repair is the state of repair in which you found the property when

entering into the tenancy agreement. Naturally, allowance will be made for all normal wear and tear to which the property has been subject during your occupancy of it, despite prompt and proper maintenance. This main rule and the other rules will also apply to corresponding facilities, such as storage space or a shed or garage.

There are two **exceptions** to this main rule:

It will not be necessary for you to reverse any changes that have been made to the property with the written permission of the landlord if the new tenant is willing to take them over and if the landlord considers them eligible for takeover. The agreements that you make about the above with the landlord and the new tenant will be set out in a takeover contract. You will receive a copy of this contract during the preliminary inspection.

You could also agree that the new tenant will take over certain other items from you. Examples include floor coverings, net curtains, curtains, curtain rails and blinds, etc. These items must be included in the takeover contract too.

It is possible that a new tenant may not have been found yet by the time you vacate the property. In this situation, a takeover contract will not be possible. The main rule will then apply in full!

FINAL INSPECTION

Delivery

You will agree with the inspector on a time and date for the joint final inspection of your property. If possible, this appointment will be arranged during the preliminary inspection. The inspector will also prepare a report on the final inspection. This report will be signed by both of you. The accommodation must be fully vacated and clean at the time of the final inspection. The same will apply if the time of the final inspection does not coincide exactly with the time at which you formally end the tenancy agreement entered into with you. Only those changes and items that the new tenant has agreed to take over and that are included in the takeover contract may be left as they are and do not need to be removed.

You will be expected to return the keys to the property during the final inspection.

Checks based on the preliminary inspection report

During the final inspection, the inspector will check whether all of the work indicated in the preliminary inspection report has been done. If this work has not been done, or has only been completed in part, this will be noted in the final inspection report. The same will apply for items that you should have removed from the property.

If it becomes clear during the final inspection that the repair work that you were expected to do, as set out in the report on the preliminary inspection, has not been done, the landlord will have this work carried out at your expense. Please bear this in mind!

If new defects or changes come to light

It is possible that damage, overdue maintenance, other defects or changes that should have been rectified at your expense may come to light during the final inspection. Damage, overdue maintenance, other defects or changes that the inspector missed during the preliminary inspection may be discovered too. Any of the above will be included in the final inspection report. Depending on the circumstances, you may be given a short period of time in which to rectify the defects observed at this stage. If the property has already been rented out again, the landlord will be able to decide not to give you the opportunity to carry out the work required in the property following the commencement date of the new tenancy agreement, except where the new tenant gives you permission to do the work necessary. If the landlord or the new tenant does not give you permission to do the work required, if you fail to do the work despite being given the opportunity to do so, or if you carry out the work incorrectly, the landlord will be forced to recover the costs it has incurred for repair or maintenance work from you.

CHECKLIST

A separate checklist is included with these guidelines. This sets out the work you will most commonly be expected to have done before the final inspection. The checklist will enable you to take this work into consideration at an early stage. Please note that the checklist is not exhaustive. However, it is designed to give you the information you will need to be able to check your property yourself.

During the final inspection, your property or room must meet the following requirements:

Except where taken over by the new tenant, the following objects and other items must have been removed:

Nails and screws, etc. from walls, floors and ceilings. Holes must have been repaired, properly and neatly. Floor coverings, including parquet, quarry tiles, linoleum and underlay, etc. The substrate must be smooth and free of any glue residue.

Blinds (including those on the outside of the building), curtain rails and supports. Holes must have been repaired properly and neatly.

Name plates, stickers and transfers. Any damage caused by the above must have been repaired.

Extensions and all other structures in the garden and elsewhere. Any damage caused by the above must have been repaired.

The entire property, including a shed, storage and/or garage, must be clean and empty.

All keys for the internal doors must be left in the keyholes, while all keys for the external doors (the front door, back door, balcony door, garage door, shed door and/or shed door, etc.), including duplicate keys, must be returned during the final inspection. Keys may never be given to the new tenant!

All switches and wall sockets (power points) must be left free of damage, unpainted and in the original colour. All power supplies that you have had connected yourself (including wires over the floor or skirting) must have been removed.

The original bell must be present in the original place.

All ceilings must be left in the original condition and in the original white colour.

If your property has a garden, the original number of square metres of path and terrace paving must be present during the final inspection. It must not have any holes and must have been laid neatly. The garden itself must be left in a neat condition too, without any holes left by shrubs or plants that have been removed.

All cupboards, the kitchen, sanitary fittings and tiling must be clean and undamaged.

All door and window furniture in the residential property must work properly.

If the residential property that you have rented has its own central heating system, the following must be present: an instruction book or form, a filling key, a filling hose and a radiator key.

Damaged doors, walls, sanitary fittings and taps must have been repaired or replaced.

Tiles in which holes have been drilled or that have been damaged in any other way must have been replaced with tiles that are identical to the original tiles.