

# [ Act Good Landlord ]

July 1, 2023

*As of 1 July 2023, the Good Landlord Bill has been adopted. Here we tell you which new rules landlords, tenants and intermediaries will have to deal with. We also explain what the role of the municipality is in these rules.*

*The additional rules are exclusively for the rental of living space. This basic standard is enforced at the municipal level. All this should be beneficial in order to prevent and combat undesirable forms of landlordship.*

## **Using a clear and transparent selection procedure with objective selection criteria**

When we offer the house to the public (advertised), it must appear that everyone who meets the selection criteria has a chance to rent the house. If possible, we as the landlord must allocate in any order of registration or application. These are objective and transparent factors. The rejected candidates must also be informed, with the reason for rejection.

To combat housing discrimination, we do:

- use and publicize a clear and transparent selection procedure;
  - completeness of the registration form + required documents
- use non-discriminatory selection criteria;
  - income requirement;
  - minimum or maximum number of residents;
  - target group; students, expats, young professionals, families;
  - no smoking or pets.
- explain to the rejected candidate tenants why another tenant was chosen.
  - low / minimum risk tenant;
  - result of tenant screening procedure;
  - reliable, good feeling of a tenant.

From January 1, 2024 we have the working method:

- documenting;
- disclose;
- adjust if necessary;
- make it known to any employees you may have.

## **Written rental agreement is required**

It may seem logical, but it will be mandatory to always enter into a written rental agreement. The written tenancy agreement is of course already established practice, but is now given a legal basis.

This obligation only applies to rental agreements entered into after the entry into force of the law.  
Implementation of the laws and regulations

We, as a landlord, are obliged to comply with the legal rules regarding rents and service costs. This also follows from the relevant rules (these are usually of mandatory law), but is now also anchored in the Good Tenants Act, which includes sanctions for violations.

## **Security deposit rules**

The deposit may amount to a maximum of 2 x the basic rent (usually it concerns monthly installments), moreover, the deposit must - subject to a few exceptions - be returned to the tenant no later than 14 days after termination of the rental agreement.

### Repay and settle

We will refund the deposit to you, as a former tenant, within 14 days after the end of the rental agreement.

We may only deduct the following four costs from the deposit:

- Rent due
- Service charge
- Damage to the rental property that is for the tenant's account
- Energy performance fee

Other costs such as administration costs may not be deducted from the deposit. When set off against the deposit, we will refund the remaining amount to you within 30 days after termination of the rental.

### Mandatory information

We are obliged to inform you as a tenant in writing about a settlement of the deposit. We will send a full cost specification to the tenant about this.

### **Providing written information to the tenant**

We as a landlord are obliged to inform the tenant in writing about:

- the rights and obligations with regard to the rented property;
- the amount of the deposit and the way in which it is returned;
- the contact details of the owner/operator;
- the contact details of a hotline (to be set up by the municipality) where the tenant can go with complaints;
- the payment obligation with regard to the service costs whereby the lessee must receive a full cost specification;

Please note, because this obligation also applies to existing rental agreements; the aforementioned information must be provided to the tenant within one year after the entry into force of the law.

### We inform the tenant in writing about the following points when concluding the rental contract:

- The tenant may only use the property as agreed with us.
- We will only enter the house with the tenant's permission. There are some exceptions to this rule. For example, if there is an urgent emergency.
- The different types of rental agreements with the associated rent and rent protection.
- What the tenant can do if the house has defects. We refer to the overview page on the breakdown of costs in the event of defects on Rijksoverheid.nl. You can also consult the Book of Defects (1 July 2023) of the Rent Assessment Committee yourself. It states how they generally assess possible defects in the rental property.
- An overview of what the tenant can do for the rent assessment committee or the subdistrict court judge. We refer you to the overview page on Rijksoverheid.nl.
- When we charge a deposit, we inform you about:
  - the amount of the deposit;
  - the terms within which you must repay the deposit;
  - the way in which you must repay the deposit.
- Contact details where the tenant can ask questions about the property.
- If you charge a service charge to your tenant, you must inform the tenant about:
  - the amount of the service costs;
  - a full cost specification to the tenant.

- From 1 January 2024 you must also inform the tenant about the contact details of the municipal hotline.

**Huurderbelangen Weert**

Langpoort 7a

6001CL Weert

0495543858

info@huurdersbelangenweert.nl

**Sanctions/Enforcement**

The law provides for the following sanctions for violation of the Good Landlords Act:

- Withdrawal of the permit, if there is a permit requirement in the relevant municipality;
- Taking into management: the municipality can oblige the landlord to hand over the accommodation to a caretaker;
- imposing an administrative fine;
- Imposing an order under duress.