

NEW LEASE CHANGES
FLANDERS
VS.
BRUSSELS



Who's Home Consult?

- Real Estate Agency with focus on the residential market in and around Brussels
- Agency in Tervuren and Sterrebeek
- Family company
- Extremely happy clients since more than 20 years



INTRODUCTION

- Focus on lease changes in Brussels and Flanders region
 - ONLY leases for primary residence
-
- Brussels : already in effect since 1th Jan 2018
 - Flanders: in effect as from 1th Jan 2019 (normally June 2018!)
- NOTHING determined yet (= almost no info)

DURATION

→ Nothing really changed

- Baseline = always 9 year lease
- Short term leases are still possible (max 3 years)



NOTICE PERIOD (9 YEAR)

- Tenant

- At all times with a notice period of 3 months

→ Penalty of 3, 2 or 1 months rent in the first 3 years

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NOTICE PERIOD (9 YEAR)

- Landlord

- Own occupation:

→ AT ALL TIMES with a 6 months notice period

Note: in the first 3 years own occupation is only possible **by the owner himself.**

After 3 years : also partner/kids/...

- Serious renovation work

→ AT ALL TIMES with a 6 months notice period

- Landlord

- Own occupation

→ AT ALL TIMES with a 6 months notice period

Note: As from the beginning if the lease **also for the family and partner,...**

- Serious renovation work

→ At the end of a 3 year period with notice period of 6 months



NOTICE PERIOD SHORT TERM (= max 3 years)

- Tenant
 - At all times with a notice period of 3 months
 - Penalty of 1,5, 1 or 0,5 month rent if lease stops in year 1, 2 or 3
- Landlord
 - Unknown at this point
- Tenant
 - At all times with a notice period of 3 months
 - Penalty of 1 month rent
- Landlord
 - Own occupation
 - After 1st year with notice period of 3 months and penalty of 1 month



ENTRY- AND EXIT SURVEY

- Mandatory at the start
 - Shared cost
 - Mandatory registration of the entry survey report
- Mandatory within the first month after move-in
 - Shared cost
 - Mandatory registration of the entry survey report



REGISTRATION OF THE LEASE

- Landlord is responsible
- If not registred after 2 months
→ No notice period or penalty

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THIS ON ONE CONDITION:

the tenant must give the landlord
a notice of default

IF the owner hasn't reacted on
this notice within 1 month

= no notice period nor a penalty
to respect



SECURITY DEPOSIT

- Blocked bank account 3 months rent
 - Bank guarantee = max 3 months rent
 - Guarantee by third party = max 3 months rent
 - Korfine : no limit
 - Social bank guarantee (OCMW/CPAS)
- Blocked bank account max 2 months rent
 - Bank guarantee = max 3 months rent
 - Guarantee by third party = NOT ALLOWED
 - Korfine = no limit
 - Social bank guarantee (OCMW/CPAS)



CONDITION OF THE PROPERTY

- Fullfill the basic requirements regarding safety, health and habitability
- In the proces of creating a “quality conformity certificate”
- Fullfill the basic requirements regarding safety, health and habitability
- Ref. Art. 4 of the Brussels housing code



QUALITY CONFORMITY CERTIFICATE (1)

- Why?
 - Improving the quality of the rental properties
- What?
 - A conformity certificate stating that the property is in a good state for rental (will be delivered by e.g. Vinçotte)

Based on:

- Humidity
- Electricity
- Structural stability
- ...



QUALITY CONFORMITY CERTIFICATE (2)

- Mandatory?
→ Not YET
- Consequences?
 - The tenant can request a certificat himself at any time
 - IF this certificate would be non conform
 - = owner is obliged to solve the issue
 - IF NOT = nullity of the contract + pay back of the rent

DECEASE OF TENANT DURING TENANCY

- Inheritor wants to stop the lease?

= clear out the house within 2 months + 1 month penalty

- Inheritor wants to continue the lease?

= report to landlord within 2 months after the decease



- Lease stops automatically

Under the following conditions:

- Property not occupied by family members
- Rent hasn't been payed 2 months after the decease



Mandatory attachments to the lease

- Attachment of the Royal Decree will not be mandatory to add to the lease
- However, mandatory referral in the lease to the Royal Decree
- Mandatory attachment of the Brussels housing code
- Both lessor as lessee need to sign



ADJUSTMENT OF THE MONTHLY RENT (1)

- Yearly indexation (linked to the index of health)
- When the owner invests in energy conservation measures
 - Adjustment of the rent can be requested at any time during the lease
 - Adjustment has to be in line with the performed works

- Yearly indexation (linked to the index of health)
- When the owner invests in energy conservation measures
 - Adjustment of the rent can only be requested in between the 6th and 3th month before the end of the 3 year- and the 6 year period
 - Adjustment has to be in line with the performed works

Note: changing single glazing or putting insulation in the roof are not considered as energy conservation measures



ADJUSTMENT OF THE MONTHLY RENT (2)



What if the lessor and lessee do not come to an agreement on the adjustment of the monthly rent?

= judge of peace will decide; taking in account the added value



Q & A



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