

For further information:
020 52 30 130
[www.wooninfo.nl/
english](http://www.wooninfo.nl/english)

!WOON team Centrum
Recht Boomsslout 52
1011 EC Amsterdam
centrum@wooninfo.nl

!WOON team Nieuw-West
Groenpad 4
1068 EB Amsterdam
nieuwwest@wooninfo.nl

!WOON team Noord
J. Drijverweg 5
1025 BH Amsterdam
noord@wooninfo.nl

!WOON team Oost
2e Boerhaavestraat 46 HS
1091 AN Amsterdam
oost@wooninfo.nl

!WOON team West
1e Helmersstraat 106D
1054 EG Amsterdam
west@wooninfo.nl

!WOON team Zuid
G. Doustraat 133
1073 VT Amsterdam
zuid@wooninfo.nl

!WOON team Zuidoost
Harriët Freezerstraat 117A
1103 JP Amsterdam
zuidoost@wooninfo.nl

For further information, please call !WOON on 020 52 30 130 or send an email to info@wooninfo.nl

Don't hesitate to contact us in case of more extreme problems, like intimidation, harassment, unlawful entry etc and ask for the 'Meldpunt Ongewenst Verhuurgedrag'



Tenants' rights in Amsterdam

!WOON tenant support agency

The !WOON tenant support agency is an independent non-profit organisation funded by the City of Amsterdam.

The !WOON tenant support agency (funded by the City of Amsterdam) provides professional advice and support for tenants and owner-occupants, confidential and free of charge. Please check www.wooninfo.nl for our contact information and more information (also in English) on tenants' rights in the Netherlands.

House hunting

Please make sure a housing offer is legitimate. Check the address, the landlord and the letting agent via an internet search or through the Kadaster property register (<https://www.kadaster.com/about-kadaster>). Members of the NVM (<https://www.nvm.nl/overnvm/about>) or MVA (<http://expats.mva.nl>) realtors' associations are more reliable than non-affiliated agencies. If you are not 100% sure the house is being offered by a reputable person or business, don't send any money before you have actually been inside the property. Ask if you can register at the address. If not, that is bad news. It could be an illegal sublet and you could be evicted. Many agencies charge agency fees or contract costs. These are often not legal and you may be able to get a refund.



Tenants' rights in Amsterdam

If you move out and there are no unresolved maintenance issues, your deposit should be returned in full

Moving in

The law outranks any contract. Despite what individual contracts might say, under Dutch law contracts that started before July 2016 are rarely temporary. Fixed time periods in these contracts are often minimum terms only, not maximum terms. Signing so-called "extensions" for such contracts usually harms tenants' rights instead of improving them. After 1 July private landlords can include fixed maximum rental terms of up to 2 years for individual housing and 5 years for shared housing. Minimum rental terms in contracts for less than two years are no longer expected to hold up in court. Contracts

with minimum rental terms of more than two years will

In the case of rent-controlled apartments - which are scored on the basis of size, location and amenities - there is a legal maximum rent

be considered indefinite, with no end date. Housing that is up for sale can also be rented out temporarily, provided the landlord has a "Leegstandwet" permit which should be clearly stated in the contract. Social housing companies ("woningcorporaties") can only offer temporary contracts to specific tenants such as students for example, with the contract ending when their studies end. Tenants have a right to privacy. They can change the locks and nobody, including the landlord or the agency, can enter the apartment without the tenants' permission.

Rent

Your contract should clearly differentiate between basic rent ("kale huur") and additional costs like utilities, furnishing, cleaning costs etc. ("service kosten"). So called "all-in" rent, without this clear distinction, is illegal and might be significantly lowered. If an apartment is rent-controlled, which is determined by a points system based on size, location and amenities, there is a maximum legal rent. If you are paying more you could possibly get your rent lowered. This option is often only available during the first 6 months of your contract, so please check as soon as possible. Shared housing, with tenants sharing the kitchen and/or bathroom and/or toilet, is always rent-controlled. In rent-

controlled apartments the maximum annual rent increase percentage is set by the government. When housing is not rent-controlled there is no maximum rent. For both rent-controlled and free market housing the additional fees for utilities, furnishing etc. are strictly regulated. Landlords can only charge for the items listed in the contract, and only for the actual cost. Tenants pay monthly advance payments. Each year they should receive a final calculation ("eindafrekening") from their landlord, clearly listing every item and balancing the costs with the advance payments. For new non-durable goods (like small household appliances) the maximum charge per year is 20% of the purchase price. After 5 years the goods need to be re-appraised for their second hand value. For durable goods (like washing machines or refrigerators) the write-off period is 10 years and the maximum annual charge is 10%.

Maintenance

Tenants are responsible for small inexpensive repairs that don't require specialist skills, such as replacing a showerhead. If there are other maintenance problems tenants are legally obliged to notify the landlord who has to take care of any more specialist and more costly maintenance. If tenants end up paying for repairs the landlord

should have done, then they might be entitled to a refund. If any of the appliances included in the service costs (such as furniture, washing machine, TV etc.) need repairs or replacement due to regular wear and tear then the landlord needs to pay for this.

Moving out

Tenants have to give written notice. The legal notice period is the same as the payment period. So if tenants pay rent monthly they have to give one month's notice. Usually tenants pay a deposit before they move in. If any maintenance problems remain after the tenants have moved out the cost of these repairs can be deducted from the deposit, provided that maintenance was the tenants' responsibility. Any repairs for which the landlord is legally responsible should still be paid for by the landlord. If no maintenance problems remain then the deposit should be returned in full. If a check-in report was made when the tenants moved in then this report can be used for another inspection before the tenants check out. If there is no report then the apartment will be assumed to be returned in good condition. If the landlord claims that it wasn't, then he or she will have to prove it.