



Attachment General Terms and Conditions: Minor Repairs (Tenant's Liability) Decree Applies from 01/08/2003 to date

Decree of 8 April 2003, pertaining to the designation of repairs that should be regarded as minor within the meaning of Section 240, Book 7 of the Netherlands Civil Code (Minor Repairs (Tenant's Liability) Decree)

We Beatrix, by the grace of God, Queen of the Netherlands, Princess of Orange-Nassau, etc.

On the nomination of Our Minister of Housing, Spatial Planning and Environmental Management of 14 November 2002, no. MJZ2002095609, also done on behalf of our Minister of Justice; With a view to Section 240, Book 7 of the Netherlands Civil Code;

Having consulted the Council of State (opinion of 17 January 2003, no. W08.02.0520/V); With a view to the detailed report from Our Minister of Housing, Spatial Planning and Environmental Management of 2 April 2003, no. MJZ2003025743, also done on behalf of our Minister of Justice; Have approved and decreed the following:

Article 1

The repair services designated in the Appendix belonging to this Decree are in any case regarded as minor repairs as meant in Article 240 of Book 7 of the Civil Code.

Article 2

This Decree becomes effective at a moment to be stipulated by Royal Decree.

Article 3

This Decree is quoted as: 'Minor Repairs (Tenant's Liability) Decree.'

Section 240

By order in council, repairs can be designated that should be regarded as minor repairs which, pursuant to Section 217 are payable by the tenant. The provisions stipulated pursuant to this section cannot be deviated from to the detriment of the tenant.

Section 217

The tenant is obliged to carry out the minor repairs at his expense, unless they are required due to the landlord's failure to fulfil his obligation to remedy defects.

Appendix belonging to Article 1 of the Decree on minor repairs

a. whitewashing of interior walls and ceilings and painting of interior woodwork and, if relevant, hanging the interior walls with wall paper;

b. preparatory works to perform the activities mentioned under point (a), among which in any event the filling and sanding of walls and the filling of holes, openings and small (shrink) cracks;

c. securing and screwing down loose components of the residential space, among which in any event loose:

- hand rails, door handles and doorsteps;
- electric switches, wall sockets and doorbells;

d. if this does not lead to noteworthy costs: replacing and renewing components and elements of the residential space that can be replaced easily and that are situated within the living area of the leased property, among which in any event:

- washers for water taps and other easy replaceable components of taps;
- door handles and locks, suspended structures and closures of doors and windows;
- food-racks and grids for ceiling;
- keys of interior and exterior locks;
- trimmings for shower and bathroom;
- trimmings for the lavatory;
- electric switches, wall sockets, doorbells and cables for telephone and computer connections and similar components of data networks;

e. maintaining the functioning and regularly checking of the movability of moving components and, if necessary, oiling and lubricating or decalcifying movable parts, among which in any event:

- hinges of doors, shutters and windows;
- locks;
- taps;

f. making arrangements preventing (the repair of) frozen taps;

g. replacing lamps at the outside of the living area of the leased property and within the common (outside) spaces;

h. replacing of damaged window-glass and built in mirrors, insofar this does not involve noteworthy costs;

i. if this does not lead to noteworthy costs: the maintenance and replacement of parts of technical installations, within the living area of the leased property and that forms a part of that area, insofar these activities are technically simple and require no specific knowledge, among which in any event:

- system bleeding and topping up of water in the heating installation;
- starting up the heating installation again after a breakdown;
- replacing filters of the (mechanical) ventilation and cleaning gratings;

j. introducing and maintaining draught preventing facilities, if necessary and insofar this does not lead to noteworthy costs;

k. if this does not lead to noteworthy costs: replacing and renewing components and parts of the residential space which are situated outside the living area of the leased property and that can be replaced easily, among which in any event:

- components of the mail box;
- components of the lamp outside;
- components of the carport;
- components of the flagpole holder;

l. maintaining the yard, garden, access route and the partition wall and other materials forming the boundary to the adjoining premises, in such a way that these immovable accessories provide a well-kept appearance, among which in any event:

- if the leased residential space is occupied for the very the first time and has a garden or yard that belongs to the living area: laying out of the garden or yard, with exception of the access routes or access paths, and placing a simple boundary wall or fencing;
- levelling the garden and bringing on humus;
- regularly mowing the grass,
- regularly removing weeds in the garden and between the pave stones of the access route, access path and the tiles of the terraces;
- replacing broken pave stones and tiles;
- regularly cutting of hedges and trees;
- replacing plants which have died;
- replacing broken beams or parts of the vertical boarding or fences at the boundary of the premises and make and keeping it straight;
- if the boundary material has been painted or stained: regularly paint or stain it;

m. if necessary, sweeping chimneys and drainage and ventilation canals, insofar these are reachable for the lessee;

n. cleaning and, if necessary, unblocking the inner sewerage from the connection point with the living area of the leased property until the connection point with the municipality sewer system or main sewerage, insofar these sewer pipes are reachable for the lessee;

o. cleaning and, if necessary, unblocking the waste disposal trunk and cleaning the space where the waste disposal tanker is situated, insofar this trunk and space are reachable for the lessee;

p. cleaning the living area of the leased property and of common spaces;

q. washing and cleaning the inside and outside of the glass-windows, window frames, door pillars, painted woodwork and other painted components, insofar these are reachable for the lessee;

r. terminating vermin, insofar no noteworthy costs are involved and insofar the presence of this vermin is not caused by the architectural situation of the residential space;

s. regular cleaning of roof gutters and rain drainage, insofar these are reachable for the lessee;

t. regular removing litter and trash;

u. removing graffiti, insofar no noteworthy costs are involved and insofar the graffiti is reachable for the lessee;

v. emptying cesspits, liquid manure pits, recess pools and septic tanks.