



De **Groninger Studentenbond**

Groningen Student Union



Housing Guide

Everything you need to know
when you start living in Groningen

Dutch housing law and tips

Everything in this book is meant for informing students about their housing rights and duties and for giving tips and tricks to find a decent room to live in Groningen. This book is free and everything in it can be used. It is permitted to use and copy the content of this book for non commercial goals, when references are used correctly.

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Thursday: 12.00 – 17.00

Friday: 12.00 – 17.00 (board only)

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Sunday: closed

What is the Groningen Student Union?

The Groningen Student Union (Dutch: Groninger Studentenbond) is the union for and by students in Groningen. This means that the Union fights for the interests of students who study at the Hanze University or University of Groningen. By informing students about their rights and by talking with the municipality board and other parties, we look after the interests of Groningen students. Our vision is: students should not be faced with restraints regarding income and mobility and should have access to the best education. There are committees within the Union who solve problems for students concerning housing, education, work and income. You can ask your questions to the Legal Helpdesk by calling 050 - 363 4675, e-mailing to steunpunt@groningerstudentenbond.nl or by walking by at the office of the Union. We also have a Rental Team which is specialised in rental issues and law and can help students with conflicts with their landlord or roommates, with students paying too much rent or mediating costs and with other problems concerning housing in Groningen. You can always reach the Rental Team for questions and complaints by e-mailing to huurteam@groningerstudentenbond.nl or by walking by at the office of the Union. We are located at Oude Kijk in 't Jatstraat 39. If you want to become an active member or if you want to drop by for more information, then contact us via bestuur@groningerstudentenbond.nl or just come to our office. The door is always open. If you want to support us and our work, then become a member for just 10 euros per year! Check www.groningerstudentenbond.nl/en for more information about becoming a member or information about legal advice.

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Introduction

It has become somewhat easier to find a room in Groningen compared to several years ago. Most students find a room within three months, however, it is still difficult to find a decent room and you should begin with searching as soon as possible. This book will help you with tips, tricks and information about the Dutch housing law. The first part of this book consists of general information and tips for living in Groningen, the second part describes your rights related to rental prices, maintenance and what you as a tenant are obliged to do.

The third part describes the rules and requirements for rental subsidy and information about housing agencies. The last part consists of a list with contact information of different associations, the local government and the housing system of the Rental Committee.

Good luck with finding a room in Groningen and if you encounter any problems or you want some information, feel free to contact the Rental Team of the Groningen Student Union. They will always help you with questions, complaints or problems and their advice and support is free. The Rental Team consists of well educated and trained law students who are specialised in the Dutch housing law.

1. Looking for a room in Groningen

1.1 Nice neighbourhoods to live

1.2 Public transport

1.3 How and where to look

1.4 Help

1.5 Pros and cons of different agencies

1.1 Nice neighbourhoods to live

As a student you obviously want to live in a decent apartment and a good neighbourhood is a nice bonus. Many students live in the city center, within five minutes reach to most faculties, the university library, pubs, bars, shops and everything important to students. The surrounding neighbours, such as the 'Zeeheldenbuurt', 'Schildersbuurt', 'Oranjewijk', 'Tuinbouwbuurt', 'Korrewegwijk' and the 'Oosterparkwijk' are nice places to live in, with many facilities and other students. The areas 'Vinkhuizen', 'Paddepoel' and 'Selwerd' are becoming more and more popular, since they are right next to Zernike. However, these areas are relatively far from the city center, approximately 15 minutes by bike. Zernike is where many faculties of the Rijksuniversiteit Groningen and Hanze University are located. Think what will suit you best: close to the city center and central station or close to Zernike? If you want to know more about the different areas of Groningen, just ask a Dutch student or ask us. We can help you with tips and descriptions of every area.



1.2 Public transport

If you don't want to ride a bike or you don't know how to ride one, you can always use the public transport of Groningen. Bus lines to Zernike are: 15, 9 and 11. Bus lines to the UMCG are: 5 and 7. Bus lines to the Grote Markt (central place in the city center): 2, 4, 5, 6, 11. All start from central station. Unfortunately, there are no bus lines during the night, so you have to grab a cap if you crawl out a pub late at night..

1.3 How and where to look

University

SSH, Student Housing, is an organisation which is connected to the University of Groningen and the Hanze University of Applied Sciences and provides (furnished) housing for international students. The contracts are different from standard housing contracts in the Netherlands, since they fall under special short stay rules (same as hotels). This means that rental prices are generally higher compared to normal rental contracts. However, it is often difficult to find an apartment in Groningen, especially for just a couple of months, so applying at the SSH for room is an easy and quick way. Do you want to know which rules are applicable to the Housing Office? You can get free advice of the Groninger Student Union's Rental Team via huurteam@groningerstudentenbond.nl.

Student associations

There are of course also other ways to find an apartment and one of the most convenient and useful ways is getting in touch or becoming a member of a student association. Student associations have large networks, often have forums or Facebook pages where you can place your ad for free or can forward you to the right organisation. Becoming a member of a student association also offers you opportunities of getting in touch with other (international) students and to integrate in the student life of Groningen.

Social media

Social media such as Facebook and Twitter are cheap and easy media to find a room in Groningen. You can place an announcement on your own profile or in a group. There are several public groups for finding an apartment in Groningen, some examples are 'Kamer in Groningen' and 'Rooms/Housing/Kamers Groningen'. Be aware that your ad is public and everyone can respond, so be specific about your demands and budget..

Internet

You can find many sites on the internet who offer apartments, such as www.kamernet.nl, www.kamer.nl, www.housinganywhere.com and www.studentenkamers.nl. These sites connect you with landlords, rental agencies and students who want to sublet their room, but are often paid services. Some websites are not as reliable as they seem to be, since fraud sometimes happens on these websites. Another disadvantage of these websites is that there is a lot of competition. This means that often it will take several tries and visits before you find a room. Don't get discouraged after a rejection, it happens to all of us!

1.4 Help with finding a room

Obviously, there are many mediation agencies in Groningen who can help you out with finding a room. However, most of them ask quite high mediation fees and it is not guaranteed that they will offer you a better room. Be aware of the fact that paying more is not equal to getting a more decent room. Fortunately, there are organisations and mediation agencies who do a good job in finding you a good place. We will describe some of them and list the pros and cons of each type of organisation in the next section.

Lefier Groningen, Patrimonium, Nijestee en de Huismeesters

Lefier, Patrimonium, Nijestee and the Huismeesters are semi-government organizations who offer apartments to people with a low income. Most apartments have their own door, kitchen and bathroom, but they are also offering shared and relatively cheap apartments to students. These organisations have some administrative rules, such as a required registration at Woningnet and some rules regarding your income. After registering, you earn points each month and with those points you can apply for a room. These organisations are known for their good service and maintenance.

Housing agents and mediating offices

Housing agencies are organisations who search for a room and take your preferences into account. They often have a number of rooms available throughout the city or can get in touch with numerous tenants, so most of the time you will be able to get a room pretty fast. However, agency prices are quite high, approximately hundreds of euros in general. You could wonder if you really need a housing agent to look for you, so our advice is to contact them only in case of urgency or lack of time.

Housing Anywhere

HousingAnywhere.com is a startup founded by a group of students from the Rotterdam School of Management. It provides a housing platform where students who go abroad for an exchange semester or internship can sublet their rooms and incoming exchange students that come to your city can rent those rooms. HousingAnywhere is a platform where the demand and supply of short term accommodation can find each other. It is a simple yet very effective tool which increases the amount of short term accommodation available to incoming exchange students.

1.5 Pro's and cons of different housing agencies

Lefier Groningen, Patrimonium, Nijestee and the Huismeesters

Pro's:

- + Maintenance is well arranged
- + Relatively fair system
- + Good service

Cons:

- Register costs
- Waiting list can be long for decent rooms

Housing agents and mediating offices

Pro's:

- + Personal guidance
- + Quick result

Cons:

- High mediation fees
- Maintenance can take a long time
- No guarantee for fair rent

Social media / internet

Pro's:

- + Free
- + Large network
- + Personal contact with providers

Cons:

- Can take many tries before you get a room
- Not always a reaction
- High demand, low supply

2. Dutch housing law

2.1 General housing law

2.2 Great protection by the law

2.3 Prices maximum rent

2.4 Obligations landlord and tenant

2.5 Contract information

2.6 Mediating costs

2.7 Rental subsidy

2.8 Summary

2.1 General housing law

Once you have found a nice place to live, it is important that your contract is legally correct. It might seem weird, but most landlords don't know much about the housing law and rules. It is commonly known that most rental contracts are not in line with Dutch law and it is therefore important that you as a student does know what your rights are. One important fact to know is that your rental contract is not binding when it is against the law, even when your signature is on it. Something which is not legally correct, does not actually exist. In this way you are protected against unlawful agreements. We list the most relevant housing laws and rules in the next section.

2.2 Great protection by the law

As a tenant you have great protection by the law, which means that for instance your landlord can not kick you out of the house. There are of course some exceptions, for instance if the landlord needs to use the house for himself. However, the rules regarding these exceptions are very strict, and your landlord has to have a court order to evict you.

List of exceptions

- Malpractice of the tenant: the rentee doesn't pay rent for approximately longer than three months or creates severe disturbance;
- Urgent use: the houseowner needs to use the place for his own (the interests of the houseowner should outweigh the interests of the tenant); If the landlord invokes this exception, you have the right for a financial compensation.
- Proposal for a reasonable new contract: a renovation to lower the energy costs of the house which changes the rental contract. If you refuse these changes and the changes are considered reasonable, your landlord has the right to end the contract;
- If you have a so called 'Campus contract', your lease ends after a time period after you stop being a student.

Although there are some exceptions, the rules to end a rental contract are highly strict. Your landlord can't change or end the contract without urgent reasons. The most important criterium is that the interests of the houseowner outweigh the interests of the tenant and that ending the contract is necessarily.

2.3 Prices maximum rent

There are specific and binding rules relating to the maximum rental price that your landlord can ask for a room or an apartment. The Renting Committee has made clear regulation to what a room should cost. Factors that influence the maximum price are square meters, condition of the house, kitchen size, etc. Location is not a factor! So it does not matter whether your apartment is in the city centre or in the surrounding areas. However, if the building you live in regarded as 'protected city scape', your maximum rental price might increase, but only by 15%.

Despite the fact that there is a binding maximum renting price, there is no government monitoring. This means that many landlords try to ask high prices and often get away with it. Fortunately, there are organizations, such as ours, who can help you and check your maximum renting price for free. We will also help you with contacting your landlord and if necessary, starting a procedure at the Rental Committee. If you are wondering whether your rent is too high or not, you can ask our Rental Team for advice. They will fill in the list of the Rental Committee without further obligation or fees and it is then up to you if you want proceed or not. A healthy relationship with your landlord proves to be valuable, so before going to the Rental Committee, letting your landlord know that he is asking too much rent and asking for a specification is often the best start. Even though he or she is obliged to lower the rent according to the binding maximum rent of the Rental Committee, starting a procedure is the last option. Our Rental Team consists of experienced law students who can help you with these situations and will provide you with personal advice.

Deregulated rental price

All of the previous doesn't apply to you as a tenant when you have a deregulated rental price. When you have a deregulated rental price the rules of the free sector apply. Per January 1th 2016 the deregulation limit is €710,68 per month. When your rent price in your rental contract is higher than the deregulation limit, the rental rules, with some exceptions, do not apply to your contract. That means that there is no maximum standard rent, no maximum percentage for the annual rent increase and you are ineligible for rental subsidy/rent benefit. When you have a dispute with your landlord, you can't go to the Rental Committee, you have to go to court. However, if you file a request at the Rental Committee within six months after your contract began, they can yet test your contract. Even if you have a deregulated rental contract. If the Rental Committee considers that the rent is too high and should be below or on the deregulation limit, they will lower the rental price and the contract wouldn't be deregulated or 'liberalized' anymore.

It often occurs that the landlord has this sort of contract with one of the tenants in the house, the so-called main tenant. The main tenant has rental contracts with the other tenants in the house. When there are four students living in the residence, they transfer their rent to this main tenant. He then transfers the entire amount of rent to the landlord. This means that the amount of rent in the rental contract will be far above the deregulation limit and the main tenant can not request a rent reduction. If you want a rent reduction as a subtenant you would have to address the main tenant, your housemate.

2.4 Obligations landlord and tenant

First, your landlord is obligated to make the apartment or room available to you. He or she is also obligated to fix material and immaterial defects, such as leakages and broken windows. The general rule is that the landlord has to pay when the renting party asks for a repair. However, some defects have to be paid by the tenant. Whether or not you have to pay for the costs, depends on the severity and the total costs of the defect.

Defects which should be paid by the landlord:

- Leakages
- Wood rot
- Broken windows and frames, if the tenant is not to blame.

Defects which should be paid by the tenant:

- Unclogging the sink
- Small repairments to the central heating

These are just some examples of defects. The Dutch government has listed several types of defects on their website and whether the landlord or the tenant should pay for them. As a rule of thumb: everything above 70 euros generally should be paid by the landlord and everything beneath 70 euros should be paid by the tenant.

Thirdly, the landlord is obligated to provide maintenance to the apartment or house. If he or she neglects to provide acceptable maintenance, the rental price should be decreased. Since the apartment or room doesn't meet the original standards the rental price is no longer appropriate. The paragraph 'Rental committee' describes what you can do when you encounter such problems and want to know whether you can get a lower renting price.

Finally, your landlord is not allowed to enter your room, since your room is your private home and entering someone's home without permission is a violation. However, the landlord can check the shared rooms and can ask you for an inspection of your private room. You are permitted to refuse.

As a tenant you are of course obligated to pay the rent in time and to use the room as your house, and not for business purposes. Second, you may not cause severe disturbance. Lastly, informing your landlord about defects is also required and is also a decent thing to do and in your own interest: The sooner you mention a defect, the sooner it will be fixed.

2.5 Contract information

Your rent is generally divided into two parts: service costs and the standard rent. The service costs are costs for electricity, gas, water and maintenance and the standard rent are the costs for renting the room. Some contracts don't specify the different costs. This is forbidden because it will make it difficult to understand the actual costs of your apartment or room.

The landlord has permission to increase the rent twice per 24 months with a certain maximum percentage. This percentage is set by the government at 2.1 percent. This means that every rent increase above 2.1 percent compared to the year before, is not permitted. Subsequently, the renting price should always be at or beneath the maximum renting price determined by the Rental Committee. For instance, the maximum rental price is set at 300,00 euros, while the actual rental price is 285,00 euros. The landlord is allowed to increase the price till 290,00 euros, since this is within the margin of 2.1 percent and beneath,

the maximum rental price of 300,00 euros. Obviously, an increase to 295 is illegal since that is outside of the 2.1% margin. If the original rental price was 295, the landlord can only increase it till 300, since that is the maximum rental price. Your landlord has to send you a letter or e-mail which states an increase of the rental price two months before he or she actually raises the rental price. If you think the increase is illegal, you can contact our Rental Team. Be aware that when he or she increases the service costs, the actual costs made should be taken into account. If the service costs are raised more than the actual costs have raised, your landlord has to pay you the difference as explained in the next paragraph.

Service costs

Service costs are costs that your landlord charges for electricity, gas, water and maintenance. These will add up to the standard renting price, so called 'kale huur' in Dutch. Service costs are paid every month as an advantage of the actual costs made. If the actual costs turn out to be lower than what you have paid that year, your landlord is obliged to pay you the difference back. It could also be the case that you have not paid enough to cover the actual costs and that you have to pay the amount which is left. In every situation, your landlord should always provide you a list with all costs been made each year. The average amount of service costs per year are 70 till 80 euros, but it highly depends on the state of the house.

Standard rent

The standard rent entails the price you have to pay for just the physical square meters and facilities.

As explained before, the maximum rental price that your landlord may ask concerns the standard rent of the room.

Duration and ending of contract

There are two different types of rental contracts: fixed and indefinite. Indefinite contracts do not specify an end date, while fixed contracts do. In case of a fixed contract, you are not allowed to terminate the contract before the end of the contract. However, you can always ask your landlord if he agrees with you leaving. It is recommended to offer help with finding another roommate, so your landlord doesn't have to put too much effort and time in searching for a new tenant. This will increase your chances of ending the contract before the end date. Contracts without an end date however last as long as both parties don't terminate the contract. You are allowed to cancel your contract whenever you want, as long as you act according to the period of notice.

Period of notice

If you decide to terminate your non fixed contract, you have to let your landlord know at least one month before you leave, starting from the first of each month. If you are planning to leave on the 24th of May, you have to cancel your contract before the first of April. The period of notice depends on your payment terms: if you are paying your rent once per three months, your period of notice will also be three months. The period of notice can't be shorter than 1 month and longer than 3 months. You will have to let your landlord know by an e-mail or written letter, preferably a registered one. Always keep a copy of your letter for your own registration.

2.6 Mediation costs

Many mediation agencies unjustly charge a very high price for their services to students. These services may only account to printing a standard form contract, for which often an amount equivalent to a month's worth of rent is charged. According to Dutch law, a mediator may only charge tenants costs for provided services. This also goes for students. If the costs charged are much higher than the services provided, they are seen as an unjust advantage for the mediation agency. This is called a disproportion between the costs and the services actually provided.

If mediation costs are unjustly charged, the tenant can reclaim them as unduly paid. It is recommended to try and reach an agreement with the mediation agency first, due to the importance of a good understanding between both parties and the possible high costs of legal action. If an agreement is impossible, a tenant can send the mediation agency in question a registered letter, reclaiming the unduly paid costs. If the mediator is unwilling to repay the mediation costs, judicial action is the only way to get it back. If there is indeed a disproportion between the costs and services provided, the tenant has a very strong position in such a procedure. There is also a good chance that the mediation office will have to pay the procedural costs.

The Groningen Student Union, SOG, KAB and the municipality have made a website with detailed information about mediation costs and a complaint and question form: www.steunpuntbemiddelingskosten.nl.

2.7 Rent supplement

Are you planning to rent a home in the Netherlands? And do you spend a large portion of your income on rent? Then you may be eligible for a subsidy for the rental costs: the rent supplement. If you are eligible for the rent supplement depends on, among other things, your age and living situation. You can apply for the rent supplement at the Dutch Tax Administration.

If you want to know if you are eligible for a rent supplement, please contact our Rental Team. You can contact them by e-mailing to huurteam@groningerstudentenbond.nl

Registration municipality

Since you are moving to another address, you have to register at the municipality of Groningen within five days after you moved to Groningen. You can find the exact registration rules at: <https://gemeente.groningen.nl/moving-to-the-municipality-of-groningen>

2.8 Summary

- There is a maximum price for your rent;
- Your landlord can't ignore the Rental Committee;
- Your landlord can't kick you out of the house;
- Both you and the landlord have obligations;
- Service costs are the actual costs of electricity, gas etc., so at the end of the year your landlord should let you know if you paid too much or too little;
- Don't pay mediating costs without receiving a clear service description.

3. Help

3.1 Rental committee

3.2 Problems with your landlord – Rental Team GSb

3.3 Contact Point Abusive Landlordship

3.1 Rental Committee

The Rental Committee is an independent government organisation which deals with conflicts between landlord and tenant about the rental price, maintenance and service costs. Every judgement of the Rental Committee is binding. You can start a process at the Rental Committee when you and your landlord can't come to an agreement. The process costs are 25 euros, which will be refunded if you win the process. It takes quite some time before the Rental Committee publishes a statement, since they often have to do a rental check and gather other required information. A couple of months is quite normal.

3.2 Problems with your landlord – Rental Team GSb

The Rental Team of the GSb is a group of enthusiastic legal students who give free legal advice and carry out free rental checks at student houses. These students know how to contact a landlord, how to mediate between parties and to start a procedure at the Rental Committee. If case questions are too complex, our tenancy lawyer helps the Rental Team.

3.3 Contact Point Abusive Landlordship

The Contact Point Abusive Landlordship (abbreviated to CPAL) has been brought to life on

July 1st, 2016 by the Groningen Student Union in cooperation with the municipality of Groningen. Every tenant having problems with his or her landlord can send the complaint on our website.

The Groningen Student Union collects the data and supports the tenants on demand. The municipality uses all the data to register which landlord crosses the line. When it appears that a landlord structurally violates the rules, the municipality will impose and enforce measures against the firm or person in question (for example, penalty payments and administrative enforcement). Every complaint counts, so don't hesitate and file your complaint!

4. To do list

1. Register at the municipality;
2. Get and keep in touch with your landlord;
3. Ask the Rental Team of the GSB for a free rental check and contract check;
4. Have fun in Groningen!

