

# **Student Housing**





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# COMMUTE OR STUDENT ROOM?

You are going to study at Howest. You've probably already chosen your area of study. But have you made up your mind yet whether you will be commuting or living in dorms?

The considerations below may help you to make your choice:

- → How much do you want to or can you spend on the rent of a student room? For a comfortable room, you must count on a monthly rental price from approximatly up to € 350. How much does a train and/or bus pass cost or the use of a car?
- → How much time does it take to get to the campus from your home? If you are living very far, commuting can take an awful lot of your time and energy. Avoid commuting when it takes more than one hour for one single trip.
- → Living in dorms means slowly disconnecting from home, becoming more independent, taking your responsibility. When living in dorms, you will have to take care of a minimum number of household tasks.
- → You prefer being at home? Do you study better at home? Or are you a member of a number of sport and youth associations and you do not want to give these up?
- → When living in dorms, you will have more contact with other Howest students outside the classroom. This can be interesting if you have questions about a subject and if you need explanation.
- → When living in dorms it is also easier to actively participate in student life in Bruges and/or Kortrijk. In these student cities, events are organised on a regular basis. Have a look at the specific websites: <u>www.kortrijkstudentenstad.be</u> and <u>www.bruggestudentenstad.be</u>.

#### 2 THE HUNT FOR THE PERFECT STUDENT ROOM?

You have decided to live in a student room in Bruges or Kortrijk. We hope this leaflet will guide you both in your quest and during your stay.

Do you want a student room which completely meets all your wishes? Provide enough time and have enough patience to look around. You can choose between a room and a studio.

- → What do you expect from a student room? Do you expect a lot of comfort, such as your own toilet, shower and kitchenette? Rather go for a studio.
- → Do you want to live in a house with a lot of students or do you prefer being alone?
- → Where do you want to live? Close to the Howest campus or in the city centre?
- Choose wisely and in a well-considered way and visit several addresses. In this way you have an overview as to price and quality.
- → Visit the student room when the current residents are present. You will immediately have an impression of student life.
- → Attention: minimal comfort (washbasin in the room, heating, electricity, insulation, ...), fire safety (fire stairs, fire detection, fire extinguishers) and hygiene.
- → Be sure to have a look in your room before entering into a contract, either digital or in real life.
- → Observe the rental agreement that the landlord presents you. Read it entirely and in case of questions or remarks come and see Stuvo Howest. Do so before you sign the contract!

# STUDENT HOUSE HOWEST KORTRIJK

Student house The Wing - Burgemeester Vercruysselaan 5, 8500 Kortrijk

The 80 rooms are equipped with: bed with mattress, wardrobe, and desk. Some rooms have a toilet in the room. Showers, toilet, kitchen and relaxation rooms are common.

All costs are included in the rental price. So there is no more settlement of water, electricity, heating and internet. The costs for garbage bags, detergent, ..... are also included. The contract period is 12 months, except for erasmus students. There are also domestic rules and regulations.

More information: www.howest.be/en/stuvo/housing

#### 4 STUDENT HOUSE HOWEST BRUGGE

Student house The Lodge – Rijselstraat 5, 8200 Brugge

The 112 rooms are equipped with: bed <u>no</u> mattress, wardrobe, and desk. The rooms have a shower in the room. Toilet, kitchen and relaxation rooms are common.

All costs are included in the rental price. So there is no more settlement of water, electricity, heating and internet. The costs for garbage bags, detergent, ..... are also included. The contract period is 12 months. There are also domestic rules and regulations.

More information: www.howest.be/en/stuvo/housing

#### 5 WHERE TO LOOK FOR A STUDENT ROOM?

When you prefer to live in a student room offered by a private rental provider, you can have a look at the offer of available student rooms at <u>www.kotwest.be.</u> Attention: the offer changes every day! Visit the website regularly. You cannot only find addresses there, but also price and agreement details, information about the room facilities, the amount and the kind of renters and the house regulations.

Kotwest.be is a cooperation between the student facilities' services of the universities of applied sciences and the university in West-Flanders. Except for the room offer, students can also find all kinds of useful information on kotwest.be.

Only rooms with a student room license are recorded in our file!

In case you find other rooms or studios for rent through other channels, we recommend you visit STUVO before you rent it.

#### 6 WHEN DO I START SEARCHING?

The rent season for rooms/studios mostly starts as from the first info day at Howest, namely from March uninterruptedly until the end of September.

# 7 ENTERING INTO A RENTAL AGREEMENT

#### 7.1 IN GENERAL

From 1 January 2019, rental agreements for student accommodations must meet the new *Vlaamse Woninghuurdecreet*, freely translated as the Flemish Residence Tenancy Decree. The stipulations which are applicable to these rental agreements are mandatory legislative provisions. This means that one cannot deviate by contract. The most important stipulations have been entered in this brochure. **www.woninghuur.vlaanderen** 

When you rent a room, it must be recorded in a written rental agreement. In such an agreement, the renter and landlord lay down the rules concerning the rental price, the start date and the end date, the guarantee sum, reparations, etc. The contents of such an agreement are drafted by the landlord. **Attention**: some landlords might draft this agreement to their own advantage. It is important that you enter into a good rental agreement as the new tenancy decree does not provide for everything. A rental agreement is valid as soon as the renter and the landlord have signed it.

Just to be clear: before you sign anything, you can always negotiate the price, ... Once the rental agreement is signed, there is no way back, irrespective of the date on which the rent period starts. The agreement is binding, both for you and for the owner of the room.

If the landlord does not have a model agreement or if you don't know how to draft one, **Stuvo Howest puts a (model) rental agreement available for free.** It takes the legal stipulations set by decree concerning safety and quality of student rooms into account. In addition, it aims at a division - that is as reasonable and balanced as possible - of the rights and obligations between you (the renter) and the landlord.

The model rental agreements are freely available at <u>www.kotwest.be</u>. In case you copy such an agreement with the logo of Stuvo Howest or Kotwest, you cannot change the text!

If you are renting to international students, use the Dutch-language rental agreement and hand over the English translation for information.

#### 7.2 THE RENTAL PERIOD

Student rooms are rented for a specific period. College students rent, at the earliest, from 1 September and mostly for 12 months.

During the rental period, the student may also live in the room during the Christmas, Easter and summer holidays and at the weekends. The landlord can only deviate from this clause provided it was recorded in writing in the agreement.

#### 7.3 THE RENTAL PRICE

The prices of the rooms and studios are as varying as the offer. The average rental price for a student room in Bruges is 350 Euros, in Kortrijk 350 Euros, all costs included. For a student studio, you pay between 350 and 500 Euros per month, all costs included.

The renter is obliged to pay the rent in time. Most of the time, the rental price is laid down in the rental agreement. The rental price is laid down at the start of the agreement and may not be modified during the duration of the agreement.

The rental price includes a compensation for both the use of the rented property by the renter and all costs and charges, except for the use of energy, water, telecommunication and the tax on second residences. So, the landlord can only charge extra for these costs.

#### IN RENTAL AGREEMENTS FOR STUDENT ROOMS, THE PAYMENT OF THE COSTS IS SETTLED IN SEVERAL WAYS:

#### → All-in

The costs are **included** in the rental price. Such an all-in rental price offers the advantage that both parties clearly know in advance which amount must be paid per month. Additional or less consumption of energy is not charged.

If these costs are not included in the rental price, they must be paid separately. The agreement must clearly mention in which way the costs are calculated. There are two possibilities: a fixed amount or periodic advance payments.

#### ➔ Fixed amount

If you choose the fixed amount, you periodically (e.g. monthly) pay a fixed amount, irrespective of your actual consumption. If you have paid less than the actual cost price, the landlord must make up the difference. If you have paid more than the actual cost price, the landlord keeps the overpayment.

#### ➔ Periodical advance payments

If you choose the system of advance payments, you periodically (e.g. monthly) pay an advance payment. At the end of the rent period, the landlord must make up a final settlement in which the actual costs (invoices of electricity, water, gas, ...) are summed up and from which sum the total amount of your advance payments is deducted. If the sum of your advance payments is not sufficient to compensate the actual costs, you must pay the difference. If you have paid more than the actual cost price, the landlord must return the overpayment. The landlord must always be able to prove the costs made by means of the invoices. If he does not furnish any proof, you do not have to pay for these additional costs.

**Tip:** In case you have individual meters for your room, note the meter readings at the start of your rental agreement and have it signed for approval by the landlord. In this way, there cannot be any disputes about your energy consumption.

If individual meters are not provided, the contract must include an allocation key that determines how the costs will be divided among the tenants.

The landlord must provide a correct, clear and detailed account of the costs. As a tenant you have the right to inspect the water or energy bills.

#### 7.4 THE RENT GUARANTEE

The rent guarantee can maximally amount to **two months' rent and must be provided at the earliest three months before the implementation of the rental agreement**.

The landlord is free to choose to deposit the guarantee on a blocked account in the name of the renter or to have it deposited into his/her account.

This guarantee is a reserve fund for the landlord in case the renter has caused damage to the room. This guarantee can never be used to pay the rent, but only to compensate for repair costs. Anyway, you are entitled to the interests on this sum.

At the end of the agreement, after you have returned your keys and it has been established that nothing has been damaged, the landlord pays back the full sum of the guarantee. The landlord must always be able to prove the costs made by means of invoices.

#### 7.5 DIGITAL SIGNATURE

#### **Qualified electronic signature**

When the tenant and the landlord wish to sign the lease agreement digitally or remotely, it is best to use a qualified electronic signature. This electronic signature is legally fully equated with a handwritten signature, it thus has the same legal effects. Moreover, a qualified electronic signature is recognized in all member states of the European Union when it is based on a signature certificate issued in a member state.

Qualified electronic signature with a Belgian e-ID.

The following are required:

- e-ID with PIN
- A card reader
- Adobe Acrobat Reader DC

There is a simple manual on the e-ID Belgium website.

Qualified electronic manual in other EEA countries. (Qualified Electronic Signature) Each EU member state has its own way of providing a qualified electronic signature. For this reason, it is not possible to offer a detailed manual for each specific case. More information about each specific country can be found on the e-ID Belgium website.

#### **Ordinary electronic signature**

Is the tenant not from Belgium or another EEA country? Then one falls back on an ordinary electronic signature. The tenant physically signs the lease and then scans or takes a photograph of it.

An ordinary electronic signature is not equivalent to a handwritten signature because it does not guarantee the authenticity of the signature. However, due to the principle of non-discrimination, a judge cannot reject the electronic signature merely because it is an electronic signature.

#### **Clause in lease agreement**

In all cases, always include the following sentence in the lease agreement and have it initialed by both parties. In this way, both parties to the agreement confirm each other's right to sign electronically:

"The parties acknowledge the validity of signing this agreement with an electronic signature by means of generally accepted and available software and/or exchange of in scanned or PDF signatures. Each party shall have the right to use the electronically signed version of this Agreement as evidence of the parties' performance of this Agreement."

#### 7.6 EARLY TERMINATION OF YOUR CONTRACT

Early termination of a rental agreement is only possible in the following situations:

- Before the rental agreement enters into force. A 2-months' compensation is due if the rental agreement is terminated less than three months
  - before the start date.
- In case of termination of the studies upon presentation of a supporting document of the educational institution.

The notice period amounts to two months and starts on the first day of the month following the month in which the notice is given.

- In case of decease of one of the parents or another person who is responsible for the livelihood of the renter, upon presentation of a supporting document.
  The notice period amounts to two months and starts on the first day of the month following the month in which the notice is given.
- The rental agreement is automatically terminated by right because of the decease of the renter on the first day of the month following the decease.

# 7.7 THE TECHNICAL INVENTORY

The draft of a technical inventory is **legally compulsory**. A technical inventory is only valid when it is drafted and signed by the renter and the landlord together. It must accurately and in detail show the condition of e.g. the furniture, the floor covering, the curtains, the wall covering, the heating devices and the power sockets. If important changes are made in the room after the technical inventory has been drawn up or if you discover a hidden defect, it is better to draw up an appendix. At the end of the rental agreement, the renter and the landlord draw up a final technical inventory. The differences between the initial and the final technical inventory prove the damage for which the renter is liable.

Without final technical inventory, an initial technical inventory has no value. When no (final) technical inventory is drawn up, the legal suspicion that the renter has left the room in good order prevails. Nevertheless, the landlord may prove that damage was caused by the renter.

# 7.8 INTERNAL RULES AND REGULATIONS

Most of the time, there are internal or domestic rules that complement the rental agreement. This can be regulations concerning sorting garbage, cleaning the bathroom, the kitchen, limiting noise nuisance, ... Reasonable regulations can only be good for the atmosphere in the student house.

To be valid, the internal rules must be clearly and explicitly mentioned in the rental agreement and the renter must have read these before he/she signs the rental agreement. In addition, the rules cannot deviate from the legal stipulations in the rental agreement. In case of contradictions, the rental agreement prevails.

Internal rules that are not known by the renter before signing the agreement cannot be imposed by the owner afterwards. Neither is it possible to make modifications afterwards.

# 7.9 DOMICILE

The general population regulations provide that every person must be registered in the records of the municipality where he has established his main residence, at the address where he effectively resides during most of the year.

But for those students who are in digs close to where they are studying, it is considered a temporary situation; thus, they are considered temporarily absent and must remain enrolled in their families. Indeed, in general, students remain dependent on their parents during this period and come home regularly for weekends and school vacations.

However, this is not a mandatory rule, because the regulations provide that students who no longer have a family or home in their home municipality and are no longer dependent on their family are registered in the municipality where they actually reside.

A student may therefore request his registration in the registers of the municipality where he is studying. In addition to the reality of the actual place of residence, the municipality must therefore verify that the student is no longer dependent on his family (that he enjoys financial independence) and that he no longer has a family or home in another municipality.

The student's domicile at the student accommodation address is therefore permitted.

#### 7.10 THE REGISTRATION

The registration is a legal obligation on behalf of the landlord. It can also be important for you, e.g. when the landlord sells the house while you are staying in it. The rental agreement remains binding for the new owner of the house, as a result of which there will be no consequences for you.

#### 7.11 SUBLETTING FOR A SHORT PERIOD

In rental agreements for student rooms, subletting and assignment of tenancy is always forbidden unless you have the written authorization of the landlord.

Nevertheless, an exception is made for students who participate to an exchange programme or who must do a work placement. The landlord must always consent to the transfer or assignment of tenancy to another student. The landlord can only oppose when he has a valid reason to do so. Students communicate the address and contact information of the subtenant to the landlord.

#### 7.12 FIRE INSURANCE

If you rent a room or studio, you are liable for the consequences of fire, water damage or explosion in the rented property, except in case of force majeure or by guilt of third parties. That risk must be covered by taking out an insurance against fire, water damage and explosion.

Even if the landlord has taken out a fire insurance for the entire building, we still recommend you taking out a fire insurance yourself. The obligation to take out a fire insurance can be integrated in your rental agreement.

Also have a look at the fire policy of your parents, here you can find a clause concerning the rent of a student room by the son or daughter. It that case, it is no longer necessary to take out a separate insurance.

**Attention:** this often only concerns the insurance of the inventory of the student and not his/her rental liability.

#### 7.13 THE END OF THE AGREEMENT

The rental agreement is automatically terminated on the end date and is not renewable by tacit agreement! So, you do not have to cancel your rental agreement, but you must make clear to the landlord whether or not you want to keep your room for the next academic year. If so, a new rental agreement must be drawn up and signed. As long as this is not done, the landlord can let your room to someone else.

When your rental period has ended, there are a few more important matters to arrange:

- Take away all your stuff, clean the room thoroughly and make sure that small damages such as holes in the wall, ... are repaired;
- Make an appointment with the landlord in the empty room to check the technical inventory;
- Return your house keys to the landlord and ask a written confirmation of receipt. **Do not just put them in the mailbox!**
- For the reimbursement of the rent guarantee, you make an appointment with the landlord. What if the landlord does not reimburse the rent guarantee? Contact the housing service of Stuvo Howest as soon as possible.

# 7.14 THE QUIET ENJOYMENT

The landlord must respect the privacy of the renters. In this way, **he may only enter the room with your permission.** Only in exceptional cases (e.g. urgent repairs or fire) the landlord can enter your room without permission.

This right to quiet enjoyment is **also applicable to the renter:** he/she must respect the peace and quiet in the student house for his/her co-residents, the landlord and the neighbours.

# 8 GARBAGE, WASTE, ...

What do you do with your garbage? What about sorting regulations? Where do you buy garbage bags? When do they pick up which garbage in your street?

Are you in possession of a smartphone? Download the free recycle app of Fostplus. In this way you'll never forget to take out your waste and you will be better informed about the sorting regulations and the collection points in your neighbourhood.

#### Have a look on : www.kortrijk.be or www.brugge.be/afval-en-netheid

#### **OFFERING GARBAGE ON THE PAVEMENT**

#### General waste (household)

- → When do I put the waste on the pavement? On the actual day from 06:00 AM Taking out the waste on the wrong day or offering the wrong kind of garbage (e.g. glass in a cardboard box) is considered as 'illegal dumping'. The fines are not the cheapest!
- → General waste is flammable, non-recyclable, household waste.
- Only to be put outside in household bags of the city concerned! These bags are for sale in most supermarkets, convenience stores, city halls, ... Attention: a large bag can maximally weigh 10 kg.

#### PMCC (PMD = dutch)

- → PMCC is a collective name for several kinds of packaging waste that is picked up together. Use the blue bags for PMCC waste, for sale in all supermarkets, convenience stores, ...
- → Attention: PMCC is picked up every two weeks! Check the pick-up calendar!
- DO: plastic bottles and bottles of soda, water, milk, ...; metal packagings of soda, beer, tin cans, aluminium trays, metal lids and screw caps; drinking cartons, carton packagings of milk, fruit juice, ...
- → DON'T: Other objects made of plastic that are not packaging vb bucket, ...
- → Press the drinking cartons and bottles flat before you put them in the bag!

#### Cardboard and paper

- → Newspapers, magazines, cardboard boxes, books, ...
- → Firmly tie these together with a rope or offer them in a closed cardboard box.
- → This is picked up every two weeks together with the PMCC.
- → Do you have old reusable books, bring them to the recycling shop for a second life.

#### **GARBAGE TO A CONTAINER**

Glass

- → Glass is collected via the glass balls which are spread out over the entire city.
- ➔ DO: Glass bottles and glass goblets.
- → DON'T: pottery, chinaware, stone, Pyrex, mirrors, lids, corks, crown caps, lamps, ... These materials can be disposed off at the container park.
- → Sort out the glass (white and coloured)

#### **GARBAGE TO THE CONTAINER PARK**

Bulky household refuse

→ You bought new furniture but you don't know what to do with the old unusable furniture? Take it to the container park or call the city waste removal service to pick up your waste.

Small items of dangerous waste (KGA)

- → Small items of dangerous waste is especially residue of chemical products which you can find amongst others in the kitchen, the garage, the bathroom, ... Examples are batteries, spray cans, frying fat, TL-lamps, paint, varnish, ...
- → Deposit your batteries at the KGA collection points in the supermarkets or take them to the container park.

#### USE THE RECYCLING CENTRE

The recycling centre collects reusable goods, repairs them and sells them in the shop.

You can go there with furniture or clothing, if it is still usable at least.

Do you need stuff to decorate your student room? Pay a visit to the recycling centre, you will be surprised of the wide offer of re-usable stuff. Maybe you will find stuff that you have been looking for for years.

More information can be found on www.kringwinkel.be

#### LOOKING FOR RECYCLING HINTS?

- → Check out the recycling guide of Ecowerf on <u>www.ecowerf.be</u>
- → www.fostplus.be
- → <u>www.ivbo.be</u>

# HINTS FOR A SAFE STUDENT ROOM

#### FIRE SAFETY

The safety of the rented student room is often forgotten during the search for a room. However, the last few years it has been proven how important the (un)safety of a student dorm is.

Below follows a check list with which you can assess the fire safety of the dorms yourself.

- → Is there a smoke detector in the rooms and hallways? This has been mandatory since 01/10/2014. Test the smoke detector in your room every month!
- → Is there an escape plan? Check how fast and safe you can leave the room and the building. Scout the evacuation routes.
- → Is there a safe second escape plan? The first escape route is the stairwell. The second escape route for rooms at the street side is the window through which the firemen can evacuate; for rooms at the rear side that is e.g. a fire ladder, flat roof, ...
- → Check if the escape routes are free. Are there any bicycles, beer crates, garbage bags, ... in the entrance hall/stairwell?
- → Make sure you can always leave your student room!
- → Is there safety lighting in the entrance hall/stairwell?
- → Check if the fire extinguishers are present. Haven't they expired? Check the expiration date of the fire extinguisher. Annual inspection is mandatory!
- → Beware of the use of extension cords. Do not connect the sockets to one another, they get overheated quickly which may cause fire or a short circuit.

Do you have any questions or remarks about the irregularities with regard to fire safety in your dorms, contact Stuvo or the housing service of your city or <u>https://www.leefbrandveilig.be/projects/studenten/</u>

#### **CARBON MONOXIDE POISONING**

"The silent assassin" sneaks in as a thief in your living room or dorms. CO (Carbon monoxide) is an extremely toxic gas which is released in the event of incomplete combustion of a fuel. CO has no scent, no colour and is non-irritating, so that you do not notice that it is present in your dorms. This makes it extra dangerous.

Fatigue, headache, vomiting, dizziness, nausea, ... are all symptoms of CO poisoning. If you recognize these symptoms with yourself or with your room mates, respond immediately:

- ➔ First, open all windows and doors,
- → Then, turn off the device immediately afterwards,
- → Take the victims as fast as possible outside the room,
- → If they are unconscious: immediately call the emergency number 112,
- → If they are not unconscious: call the house doctor.

#### **10 POLICE REGULATIONS**

The cities of Bruges and Kortrijk issue strict police regulations for the hiring out of student rooms. These regulations are complementary to the regional standards and must also be respected. Do you want more information, contact the *Huisvestingsdienst* (Housing service) of Kortrijk or the *Dienst Vergunningen* (Permit service) of Bruges.

### 11 INFORMATION - ADVICE - DISPUTES - MEDIATION

You are a Howest student and you have questions or problems about your dorms or "peda"? Do not hesitate to contact a staff member of Stuvo Howest for free and non-binding information, advice or mediation.

We try to help you in the best possible way, mediate if necessary, and in case we should not be able to help you, we will look for someone who can. Stuvo Howest is affiliated with the *Huurdersbond*.

Howest – Dienst Studentenvoorzieningen www.howest.be/stuvo

#### 11.1 USEFUL ADDRESSES

#### www.woninghuur.vlaanderen

Huurdersbond West-Vlaanderen [Renters' Union West-Flanders] Blankenbergse Steenweg 155 8000 Bruges Phone 050 33 77 15 info@huurdersbondwestvlaanderen.be Advice in Bruges, Oostende, Kortrijk and Menen.

# Huisvestingsdienst Brugge [Housing Service Bruges]

Contact: Hilde Bekaert - Phone: 050 47 53 72 www.brugge.be/verhuren-aan-studenten studentenhuisvesting@brugge.be

#### Huisvestingsdienst Kortrijk [Housing Service Kortrijk]

Grote Markt 54 8500 Kortrijk Phone: 056 27 84 00

#### 11.2 USEFUL NUMBERS

Emergency service	112 (also with cell phone)
Police	101
Tele onthaal	106
Suicide line	1813
Vlaamse infolijn [Flemish info line]	1700
Anti-poison centre	+32 70 245245
Card stop	+32 70 344344
Drug line	+32 78 151020

#### FOR ALL YOUR QUESTIONS AND PROBLEMS ABOUT STUDENT HOUSING, CONTACT:

Howest Dienst Studentenvoorzieningen

Rijselstraat 3A 8200 Bruges

Graaf Karel De Goedelaan 32 8500 Kortrijk

www.howest.be/huisvesting

