

kotwest

op kot in West-Vlaanderen

Kortrijk - English



**DE PLAATS WAAR
STUDENTEN EN KOTBAZEN
ELKAAR VINDEN**

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Commuting or living in digs?

You are going to study at Howest. You have probably already chosen your area of study. But have you decided yet whether you will commute or live in digs?

The considerations below can help you to make a choice.

- How much do you want to or can you spend on the rent for a student room? For a comfortable room, you must count on a monthly rental price amounting to 325 Euros. How much does a train and/or bus travel pass costs, or the use of a car?
- How long do you travel from home to the campus? 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 digs, means slowly disconnecting from home, becoming more independent, taking your responsibility. As a bedsit student, you will have to take care of a minimum number of domestic 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 digs, you will have more contact with other Howest students outside the classroom. This can be interesting if you have questions about a subject and you need explanation.
- As a bedsit student 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: www.kortrijkstudentenstad.be and www.brugge.be/studentenstad.

The hunt for the perfect student accommodation!?

You have decided to live in digs 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? Foresee enough time and patience to look around. You can choose between a room and a studio. A cosy room probably is not sufficient to succeed, but it certainly helps you on your way.

- 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 digs when the current residents are present. You immediately get a first impression of what dig life is about.
- Attention: minimum comfort (washbasin in the room, heating, electricity, isolation, ...), fire security (fire ladders, fire detection, fire extinguishers) and hygiene.
- Make sure to visit the room yourself before entering into a contract!
- Observe the rent contract that a lessor presents you. Read it entirely and in case of questions or remarks you'd better come and see Stuvo Howest. Do so before signing the contract!

When do I start searching?

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

Where to search?

In Kortrijk we do not have our own student home. You can have a look at the offer of available student rooms via www.kotwest.be.

Attention! On the Kotwest' website 'you also find studios and apartments, but these have not been inspected by the fire department like the student rooms. If you choose a studio, be extra aware of this aspect.

This can as from the first information day at Howest in March. But be warned, the offer changes every day! Have a look at the website regularly. You do not only find addresses there, but also price and contract information, information about the facilities in the rooms, number and kind of lessees and the house regulations.

Kotwest.be is a cooperation between the different student services of the colleges of higher education and the university in West-Flanders. Except for the room file, bedsit students and lessors can also find other useful information on kotwest.be

Entering into a rent contract

In general

The lessor and the lessee declare to agree with the payment of the rent, the duration of the contract, the guarantee sum, repairs, etc.

In most of the cases, the lessor draws up a written contract in advance. Some contracts can be called lessee-friendly, but many lessors draw up the contract to their own advantage.

Let it be clear that, before signing the contract, you can still negotiate.

Once the contract has been signed, there is no way back. Not even when the rent only starts some time later on. The contract is binding, both for the lessee and for the owner of the student room.

A rent contract can be entered into by word of mouth and in writing. An oral agreement is as binding as a written one and must be respected as the law imposes. However, in practice, it seems hard to prove what exactly was agreed upon in an oral rent contract. That is why written contracts should be preferred. If however an oral contract is entered into, the law assumes that it has been concluded for the period of one month. In this case, the rent can be ended with a cancellation term of one month.

But, we do recommend signing a written rent contract. Does the lessor not have any or do you not know how to draw one up? At **Stuvo Howest** you can get a **free (model) rent contract**. This model takes into account the legal and decretal stipulations concerning safety and quality of student rooms. In addition, it pursues an as reasonable and as balanced division as possible of the rights and obligations between you (the lessee) and the lessor.

The model rent contracts are freely available at www.kotwest.be. Anyone who copies a similar agreement with the Stuvo Howest or Kotwest logo may not change the text!

A few more tips about the rent contract:

If you do not use our model agreement, check that the following items are mentioned in the contract:

- Name and address of the lessor
- Your name
- The address of your room and a description of what you precisely rent: which room on which floor, with a kitchen, bathroom, furniture, ...
- The rental price, to be paid per week, per month and possible additional costs such as water, gas and electricity
- In what way must the rent be paid
- The start date of the rent
- The duration of the contract and the cancellation period
- Agreements as to resit sessions
- Mention the initial reading of your gas, water and electricity meter!

To be valid, the contract must be drawn up in as many copies as the number parties concerned. All parties must sign the contract and initial every page to avoid unilateral adjustments.

The technical inventory

A technical inventory is an accurate, written description of the condition of the residence. What does the room look like, what is fine, what is not, ...

Such a technical inventory is not compulsory.

If you cancel the rent of your room later on or if your contract ends, the condition at the moment is compared to the technical inventory. Defects and shortcomings which are not mentioned in the technical inventory can be charged.

If an inventory is drawn up, check the following:

- A technical inventory must be drawn up and signed at the start of the rent. For contracts of less than 1 year, this is done during the first 15 days,
- it is essential that both the lessee and the landlord are present at the time of the technical inventory,
- at the end of the rental period, you draw up a new technical inventory together with the landlord,
- You compare it to the technical inventory made at the start of the rental period.

Not drawing up a technical inventory is not necessarily disadvantageous for the lessee. If the landlord in this case wants you to indemnify something, he must prove that the damage was caused during your stay. Furthermore, it must be decided if the damage must be paid by the lessee.

Internal rules and regulations

Mostly there are internal rules and regulations which complement the rent contract. This can be among other things regulations about the selection of garbage, leaving the bathroom and kitchen clean, the limitation of noise, ...

Reasonable rules and regulations can only be advantageous to the atmosphere in the digs.

To be valid, the internal rules and regulations must be mentioned clearly and explicitly in the rent contract and the lessee must have read it before he signs the rent contract. In addition, the stipulations in the regulations may not deviate from the legal stipulations or a clause mentioned in the agreement. In case of contradictions, the rent contract prevails.

Internal rules and regulations which are not known by the lessee before signing his contract cannot be imposed any more by the owner later on. Neither can adjustments .

The rental period

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

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

The rent guarantee

When signing the rent contract, the lessor usually asks you to pay a guarantee amounting to **1 or 2 months' rent**. This guarantee serves as reserve for the landlord in case the lessee causes damage to the room. This guarantee may never be used to pay the rent, but only to indemnify reparation costs.

The maximum amount of the rent guarantee amounts to 2 months' rent. This can be deposited into a rent guarantee bank account.

At the end of the contract, after you have returned your keys and it has been established that nothing has been damaged, the lessor pays back the full sum of the guarantee. Nevertheless, the lessor must have the opportunity to draw up the final settlement of the usage costs.

The registration

Since January 2007 the lessor must have the rent contract registered rent contract. This is costless, but it is a fiscal obligation. The registration must be effected at the very latest 2 months after signing of the rent contract. It is not your task, so why do we mention it? It can also be important for you, for instance if the lessor sells the house while you are staying in it. In that case, the contract is also binding for the new owner.

The rent price

The prices of the rooms and studios are as varying as the offer. The average rent price for a student room in Bruges is about 325 Euros, in Kortrijk it is about 280 Euros, all costs included. For a student studio, you pay between 350 and 500 Euros per month, all costs included.

In the rent contract, it must be clearly described which costs are included in the rent price and which costs are calculated separately. The general rule is that all costs and charges related to the property of the residence or which are made to the benefit of the letting out are at the charge of the lessor. Costs and charges related to the use of the residence, such as energy use, ... are charged to the lessee.

The lessee is obliged to pay the rent in due time. Most of the time this is laid down in the rent contract. The rent price is laid down at the start of the agreement and may not be changed during the duration of the agreement.

Attention!

- Who pays the garbage bags? The maintenance of common spaces?
- Internet? Garage or bicycle stands? Use of keys, deposit for the key, ...
- What about the payment of utilities (water, gas, electricity, internet, ...) ?

In rent contracts for student rooms, the payment of all the costs is arranged in different ways:

➤ **All-in**

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

If these costs are not included in the rent price, they must be paid separately. The contract 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 pay periodically (e.g. monthly) a fixed amount, irrespective of your actual consumption. If you have paid less than the actual cost price, the lessor must make up the difference. If you paid more than the actual cost price, the profit is for the lessor.

➤ **Periodical advance payments**

If you choose for the system of the advances, you pay a periodical (e.g. monthly) advance payment. At the end of the rent period, the lessor 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 the sum of the advance payments is higher than the actual costs, the lessor must refund the overpayment. The lessor must always be able to prove the costs made by means of the invoices. If he does not have any proof, you do not have to pay this.

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

Primary residence (domicile)

Your domicile of primary residence place is the place of residence where you have your primary residence and where you are registered in the civil registry. However, you do not need to change your domicile as bedsit student, because according to the R.D. of 16 July 1992, people who stay outside the usual place of residence because of study reasons, are considered as temporarily absent. So, renting a student room does not change anything to your official primary residence.

It is technically impossible to register your domicile at the address of your dig. Unless you do not have a student rent contract, but a rent contract which comes under the Woninghuurwet of 20 February 1991. For more information, contact the staff members of the social service of Stuvo Howest.

Theoretically, you do not need your parents' permission when you are 18 years old to change your domicile. However, for students this is not that simple.

In most municipalities, an unmarried student can only be registered individually when he/she can clearly prove that he/she has left the family and is himself/herself responsible if the costs for study and subsistence.

When you stay in digs as a student, you may not let anybody live with you or sublease the room, except with the written permission of the lessor.

Subletting for a short period ...

Are you going on a traineeship abroad during the academic year?
Do you wish to sublet your digs during that period to another (exchange) student?
Do you have the written permission of your landlord to sublet your room?

Do not hesitate and give your room information to Stuvo Howest. Your digs address can be added to the list of short-term residences and in this way it can be spread among the interested (exchange) students.

As you stay responsible for your room and you must return it in the same condition as it was, it is important that your sub-lessee has informed his/her fire insurance, as you had to do at the start of your rent contract.

You want to end your rent contract ...

The cancellation term recorded in the rent contract is binding. If no term was agreed upon, the cancellation is not possible without mutual agreement between the lessee and the lessor. In this case, you must record the agreement in a written document, signed by both parties.

HOW IS CANCELLATION LAID DOWN IN OUR MODEL AGREEMENT?

Our model agreements determine that both the lessee and the lessor can end the agreement prematurely by cancellation by means of a registered letter sent 2 months in advance. To that end, a serious reason is necessary. There are the reasons:

Possibilities of cancellation by the student:

- in case of decease of one of the parents or the guardian of the student;
- in case of long-term disease;
- for reasons of serious lack of isolation or safety installation or for a serious reason as a result of which the room cannot be used as study residence;
- in case of marriage of the student.

Possibilities of cancellation by the lessor:

- for serious reasons due to the behaviour of the lessee as a result of which the use of the house as a study residence is jeopardised.

Possibilities of cancellation by both parties:

- in case of official cancellation of all studies by the student in the municipality where the student follows education.

In all events, the cancellation must be signified by registered letter with specification of the reason and the pieces of evidence. The cancellation starts the first day of the rent month following the month of notification.

Fire insurance

When you rent a room or studio, you are responsible 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 an insurance to be subscribed to for damage caused by fire, water and explosion.

Even if the lessor has subscribed to a fire insurance for the entire building, we still recommend you to take a fire insurance yourself.

The obligation to take a fire insurance can be recorded in your rent contract.

Also check the fire policy of your parents, you may find a clause about renting a student room by the son or daughter. If so, it is not necessary any more to take a separate insurance.

Attention: often it only concerns insuring the inventory of the student and not his or her rental liability coverage.

The end of the contract

If your rent period comes to an end, there are a number of important matters to be taken care of:

- Take all your stuff with you, clean the room thoroughly and make sure to repair all small damage, such as holes in the wall, ... ;
- Make an appointment with the lessor in the empty room to check the technical inventory;
- Return your keys to the lessor and ask a written confirmation of receipt. Do not just put them in the mailbox.
- For the refund of the rental guarantee, you make an appointment with the landlord. What if the landlord does not refund the guarantee? Contact the housing service of Stuvo Howest as soon as possible.

Your rights and obligations

1. YOUR OBLIGATIONS

- **PAYMENT OBLIGATION:**
You must pay the rent price and the agreed additional costs and charges in time and in full.
- **UPHOLSTERY OBLIGATION:**
If you rent a room without furniture, you must provide it with sufficient furniture and household goods.
- **THE OBLIGATION TO USE THE RENTED PROPERTY WITH DUE DILIGENCE:**
As a bedsit student, you must maintain the room yourself. Do it regularly. If the room is dirty when you leave it at the end of the contract, the lessor can hire a cleaning company. He will deduct the probably expensive bill from your guarantee. You must inform the lessor in time if repairs have to be carried out. If you do not do so, the lessor can hold you liable for the damage that has been caused due to the non-repair. Repairs as a consequence of damage that you have caused yourself are charged to you. Do not forget that you are responsible for the damage caused by your visitors.
- **QUIET ENJOYMENT:**
 - Provide access to the lessor into your room in case of urgent necessity. This can also happen upon consultation with you;
 - Do not keep animals in your room, not even for a short time, unless you have the written consent of the lessor;
 - Respect the peace of your co-residents or neighbours. This also applies to your visitors.

2. OBLIGATIONS OF THE LESSOR

- **DELIVERY OBLIGATION:**
The lessor must put available the rented property and the accessories to you and this in a good condition of maintenance.
- **MAINTENANCE AND REPAIRS:**
The technical maintenance and the repairs are at the charge of the lessor and must be executed as soon as possible. The lessor must be able to prove that heating devices and chimneys are regularly maintained by competent persons. He is also obligated to provide to you, as a lessor, all instructions for use and safety instructions applying to electrical installations and devices. Just like you, the lessor may not execute construction work or alterations in your room without your written consent and in no case during the study and exam period.
- **INDEMNIFICATION OBLIGATION:**
The lessor must guarantee you the “quiet enjoyment” by the indemnification:
 - For his own acts: not disturb the quiet enjoyment by his own acts. (E.g. He may not enter the room uninvited.)
 - For the acts of third parties: make sure that third parties cannot claim the room.
- **COMFORT OBLIGATION:**
The room must be in accordance with the quality and security norms in force for rooms and student rooms. In addition, the room must be sufficiently lightened, aerated and isolated against noise. The lessor ensures a temperature of 20°C between 7 and 24 hours and 12°C at

night, provided there is central heating. If the heating is ensured by another device, he ensure the possibility to obtain a temperature of 20°C.

Household rubbish, waste, ...

What do you do with your household rubbish? What about the recycling rules? Where do you purchase garbage bags? When is the garbage picked up in your street?

Do you own a smartphone? Download the free recycle app of Fostplus. In that way, you will never forget to take your rubbish outside and you learn more about the recycling rules and the collection points in your neighbourhood.

Have a look at: www.kortrijk.be or www.brugge.be

OFFERING GARBAGE ON THE PAVEMENT

Waste (Household rubbish)

- When do I take it outside? The day itself as from 6 a.m.
Taking out the rubbish on the wrong day or offering the wrong kind of rubbish (e.g. glass in a cardboard box) is considered as 'illegal dumping'. The fines are not cheap at all!
- Waste is combustible, non-recyclable household rubbish.
- Only take out rubbish in household garbage bags of the city concerned!
These bags can be bought in most supermarkets, neighbourhood shops, the town hall, ... Attention: a large bag may weigh maximally 10 kg .

PMCC

- Plastic bottles and flacons, metal packages and drink cartons
- PMCC is a collective name for different kinds of packaging waste that is collected together. Use the blue bags for PMCC waste, available in all supermarkets, neighbourhood shops, ...
- Attention: PMCC is picked up every two weeks! Check the pick-up calendar!
- ALLOWED: plastic bottles and flacons of soda, milk, water, ...; metal packages of soda, beer, tin cans, aluminium trays, metal lids and screw caps; drink cartons: carton packaging of milk, juice, ...
- NOT ALLOWED: yoghurt cups, bottles of drink yoghurt, butter tubs, injection needles, disposable diapers, small and large plastic bags and foils, ...
- Flatten your drink cartons and bottles before you put them in the bag!

Cardboard and paper

- Papers, magazines, cardboard boxes, books, ...
- Tie it up with a rope or offer it in a closed cardboard box.
- Is picked up every two weeks together with PMCC.
- Do you have old usable books, bring them to the re-use centre and give them a second life.

GARBAGE TO A CONTAINER

Glass

- Glass is collected via the glass containers which are spread over the entire city.
- ALLOWED: Glass bottles and glass jars.
- NOT ALLOWED: pottery, ceramic, stone, Pyrex, mirrors, lids, corks, caps, lamps, ... these materials belong in the container park.
- Sort the glass (white and coloured)

GARBAGE TO THE CONTAINER PARK

Bulky household refuse

- Have you renewed the furniture, but you do not know where to go with the old unusable furniture? Bring it to the container park or call the garbage service of the city to have your waste picked up.

Small items of dangerous waste

- Small items of dangerous waste mainly consist of rests of chemical products which are found in the kitchen, the garage, the bathroom, ... Examples are batteries, sprays, frying fat, fluorescent lamps, paint, varnish, ...
- Deposit your batteries in the KGA collection points in the supermarkets or bring it to the container park.

USE THE RE-USE CENTER

The re-use centre collects re-usable goods, repairs these and sells them.

You can bring your household goods or clothing, at least if these are still usable.

Need stuff to decorate your digs? Pay a visit to the re-use centre, you will be surprised of the wide offer of re-usable stuff. Maybe you will find some stuff that you have been looking for for years.

More information can be found at www.kringwinkel.be

YOU NEED RECYCLING TIPS ?

- Have a look at our recycling guide of Ecowerf at www.ecowerf.be
- www.fostplus.be
- www.ivbo.be

Tips for safe digs

1. FIRE SAFETY IN YOUR DIGS

The safety of the rented digs is often forgotten during the quest for digs. However, the last years it has been proven how important the (un)safety of a student dig is.

We give you a check list with which you can assess the fire safety of the digs 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 your room and the building. Scout the evacuation routes.
- Is there a safe second escape route? The first escape route is the staircase. The second escape route for rooms at the side of the street is the window through which the fire department can evacuate; for rooms at the backside that is e.g. the fire ladder, flat roof, ...
- Check if the escape routes are free. Are there no bicycles, beer crates, garbage bags, ... in the entrance/staircase?
- Always make sure that you can leave your digs!
- Is there safety lighting in the hallways and in the staircase?
- Check if there are any fire extinguishers present. Haven't they expired? Check the inspection date of the fire extinguisher. Yearly inspection is mandatory!
- Pay attention to the use of electrical sockets. 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 digs, contact Stuvo or the housing service of your city.

2. CO-POISONING

“The silent killer” sneaks in as a thief in your living room or your digs. 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 digs. This makes it extra dangerous of course.

Fatigue, headache, vomiting, dizziness, nausea, ... are symptoms of a CO-poisoning. Recognise these symptoms with yourself or your dig students, react immediately:

- first open all windows and doors
- immediately switch off the device
- take the victims outside as fast as possible
- If they are unconscious: immediately call the emergency number 112
- If they are not unconscious: call the house doctor

More information: www.koolstofmonoxide.be

The strong arm of the law

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

Information - Advice - Disputes - Mediation

You are a Howest student and you have questions or problems about your student digs 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 to the Huurdersbond, the Union of lessees.

Howest – Student services

Phone 050 34 97 83

www.howest.be/stuvo

Useful addresses

Huurdersbond West-Vlaanderen [Union of lessees West-Flanders]

Vlamingdam 55

8000 Brugge

Phone 050 337715

info@huurdersbondwestvlaanderen.be

Advice in Bruges, Oostende, Kortrijk and Menen.

Housing service [Huisvestingsdienst] Bruges

Contact person Hilde Bekaert - Phone: 050 47 53 72

www.brugge.be/verhuren-aan-studenten

kotvergunning@brugge.be

Housing service [Huisvestingsdienst] Kortrijk

Grote Markt 54

8500 Kortrijk

Phone: 056 27 84 00

<https://opafspraak.kortrijk.be/internetafspraken>

Useful numbers

Aids telephone	+32 78 151515
Poison control centre	+32 70 245245
Fire department	112
Card stop	+32 70 344344
Drugs line	+32 78 151020
Electrabel/TMVW	+32 78 353535
European emergency number	112 (also for mobile phones)
Gas leaks	+32 800 65065
Medical emergency service	112
Police	101
Tele onthaal	106
Suicide line	1813
Flemish info line	1700

For all your question and problems about student housing, contact:

Howest
Dienst Studentenvoorzieningen [Student Services]

Sint Jorisstraat 71
8000 Brugge

Phone +32 50 34 97 83

www.howest.be/stuvo

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studentenvoorzieningen

howest
/ we develop people