

TEMPORARY ACCOMMODATION AGREEMENT

DURATION > 1 MONTH

BACKGROUND

In the framework of the “Brussels Helps Ukraine” programme, the host who fulfils the relevant criteria has decided on a voluntary basis to make all or part of their accommodation available to one or more beneficiaries of temporary protection as referred to in EU Council Decision No. 2022/382 of 4 March 2022 establishing the existence of a mass influx of displaced persons from Ukraine, with the meaning of Article 5 of Directive 2001/55/EC.

This agreement aims to provide a framework for this provision.

This agreement is not a tenancy agreement.

This agreement is recommended for:



A temporary accommodation in all or part of a dwelling.



For a minimum period of 1 month and a maximum of 18 months.



Chargeable expenses.

BETWEEN

A. The host¹

- If it is one or more natural person(s) (surname, first name, middle name of host(s), national register number):

Address:
.....

- If a legal person (company name):
.....
.....

Whose registered office is located at (postcode, town)
(address, no.)

And whose company number is

Represented here by

Acting as

¹ The domicile of the host or the registered office of the legal person may be located outside the Brussels-Capital Region.

AND

B. The guest(s):

Mr and/or Ms

.....

Passport/ID card/other identity document number (please specify) :

.....

.....

IT IS HEREBY AGREED AS FOLLOWS:

1. Description of the property

The main purpose of this agreement is to make available on a short-term basis accommodation located at²

..... (full address), floor

The accommodation provided is part of a dwelling/a complete dwelling³. It consists of one or more rooms detailed as follows: (indicate the approximate surface area per room made available, the number of beds)

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

If part of a dwelling is made available:

- the parts reserved for the guest's private use are:
.....

- the user has access to the following parts of the dwelling, including household goods:
.....
.....

² The accommodation must be located in the Brussels-Capital Region.

³ Delete as appropriate.

The precarious and temporary nature of this accommodation constitutes the essential element of the agreement between the parties, without which the owner would not be bound. The present agreement is not subject to the provisions of Title III of Book III of the Civil Code and is not a lease contract subject to the special rules for leases relating to the residence of the tenant introduced into the Civil Code by the Law of 20 February 1991 amending and supplementing the provisions of the Civil Code concerning leases.

Indicate at least:

- *the type of property (studio, flat, house, part of a dwelling),*
- *all the premises and parts of the building covered by the agreement,*
- *the living space (floor area),*
- *the number of rooms, bathrooms, bedrooms,*
- *whether there is a kitchen (equipped or not),*
- *whether there is central heating or a thermostatic system,*
- *whether all the windows in the dwelling are double-glazed or not,*
- *the presence or absence of a cellar, attic, balcony, terrace or garden,*
- *communal spaces, private spaces,*
- *whether the property is furnished.*

2. Duration of the agreement

The present agreement is concluded on a temporary basis for a fixed period, startingand ending.....⁴

The present accommodation agreement will end by operation of law at the end of its term, without tacit renewal.

Unless the short-term agreement is renewed, the guest undertakes to leave the premises on the same day.

In the event that the guest stays in the property without the written agreement of the host, a penalty payment of €10 per day and per adult will be payable by the guest by operation of law, without prior notice.

The host may also have the guest evicted by bringing proceedings before the competent justice of the peace.

⁴ The present agreement is recommended for an estimated period of more than 1 month.

3. Intended use of the property

The premises shall be used exclusively for the accommodation of the guest.

The only persons allowed to occupy the accommodation are:

.....
.....
.....
.....

Any transfer or subletting, whether partial or total, is strictly forbidden.

4. Accommodation costs

The accommodation costs to be paid by the guest amounts to euros/month (*).

These charges include costs for water, electricity, gas, heating, Internet and cable TV.

Payment of the accommodation costs will be made to account number, within working days from the date of entry into the accommodation. From the month following entry, payment should be made on the of the month.

If less than one month's accommodation cost is paid, it will be calculated on a pro rata basis according to the number of days during which accommodation was actually provided.

All taxes, duties and fees relating to the property which is the subject of the present agreement, which shall be borne by the host.

5. Guarantee

Upon signing this agreement, the guest shall provide a guarantee to the value of € corresponding to one month's accommodation cost.

The guarantee shall be released or waived at the end of the agreement, according to the individual case, after any sums due have been deducted and after all the guest's obligations have been fulfilled.

6. Inventory

An inventory⁵ drawn up by both parties is attached to this agreement.

At the end of the period of occupancy, the premises must be returned by the guest as received, in accordance with the inventory agreed upon entry. The premises must be left in a clean and tidy condition.

An inventory will be drawn up by both parties at the end of the period of occupancy.

The amount of any damage caused will be automatically deducted from the amount of the deposit paid by the guest. The guest will be responsible for the payment of any surplus.

Unless they are required as a result of the guest's actions, only major repairs resulting from normal wear and tear, obsolescence, force majeure or a defect in the building are payable by the host.

7. Rules of cohabitation/House rules

The guest undertakes to respect:

- The rules of cohabitation contained in the cohabitation charter which is attached to the present agreement (Annex 1).
- The house rules, which they acknowledge having received a copy of, having read and of which they undertake to respect the terms and conditions.

8. Insurance

The host must take out:

- fire insurance for the occupied property;
- contents insurance for the furniture provided, if applicable.

For non-autonomous temporary accommodation⁶

The host needs to contact their insurance provider for fire and civil liability insurance, to notify them of the temporary accommodation. Some providers cover beneficiaries of temporary protection from Ukraine without modification or supplement. If this is not the case, taking out these insurance policies is the responsibility of the guest.

⁵ The inventory concerns either the entire dwelling or the parts reserved for the guest's personal use in the case of part of a dwelling being made available.

⁶ **Temporary, non-autonomous accommodation** is accommodation which does not have a private door for the use of one household only, a private kitchen, or a private bathroom.

For autonomous temporary accommodation⁷

All other insurance policies relating to the occupied areas will be taken out by the guest, at their expense, for the duration of the accommodation, both to cover any damage which they may cause to the home, their own belongings, and for their civil liability.

The guest can contact the PCSW of their municipality to take out insurance at a reduced rate.

9. Notice

Either party may terminate this agreement at any time by giving two weeks' notice to the other party by registered mail.

10. Conditions of termination

The present agreement shall terminate by operation of law:

- in the event of prolonged absence of more than one month on the part of the guest, identified by the host;
- in the event of the death of the guest;
- in the event of an accident or illness of the guest preventing their return to the place of accommodation.

11. Miscellaneous clauses

The obligations resulting from this agreement and from the accommodation of the premises are indivisible and joint and several with regard to the guest or their dependents.

Any dispute relating to the interpretation or execution of this agreement shall be subject to an attempt at an amicable settlement.

In the absence of an agreement, the most diligent party shall submit the dispute to the judgment of the courts and tribunals of the district of Brussels, the only competent courts.

⁷ **Temporary, autonomous accommodation** is accommodation which:

- has its own door, bathroom and kitchen not shared with other persons;
- cannot be put on the rental market following temporary use.

Place of signature: (name of the municipality/city)
in two original copies, on (date)

Each of the undersigned acknowledges having received his or her own copy.

The guest(s)

The host

ⁱ **The MAXIMUM amount of accommodation costs** is **strictly** limited to:

- 150 euros/month per adult (older than 18);
- 50 euros/month per child (younger than 18).