

5.1.2,e 5.1.2,e

1 bericht

5.1.2,e < 5.1.2,e @vb-legalbv.nl>

Aan: 5.1.2,e @ 5.1.2,e 5.1.2,e @gmail.com

Cc: 5.1.2,e < 5.1.2,e @vb-supportbv.nl>

19 februari 2021 om 12:13

Dear miss 5.1.2,e and miss 5.1.2,e

Hereby I refer to the enclosed letter. The content speaks for itself.

Best regards,

--

Met vriendelijke groet,

5.1.2,e

Legal

5.1.2,e @vb-legalbv.nl

info@vb-supportbv.nl

5.1.2,e

VB Support B.V.Overtoom 241
1054 HV Amsterdam letter to 5.1.2,e and 5.1.2,e 19 02 2021.pdf
294K

5.1.2.e and 5.1.2.e
5.1.2.e
5.1.2.e Amsterdam

Send by e-mail to:

5.1.2.e @ 5.1.2.e
5.1.2.e @gmail.com

Amsterdam, February 19, 2021

Dear miss 5.1.2.e and miss 5.1.2.e

On behalf of your landlord, mister 5.1.2.e I am writing you this letter because of the following matter.

On Tuesday, February 16, 2021 you informed us about the visit of two supervisors of the gemeente Amsterdam. You told us that they explained to you that you have infringed on the housing laws limiting the inhabitation of apartments to two people. Furthermore, you told us that you are living with three persons in the apartment and that all three are registered in the so called "Basisregistratie Personen".

Article 1.2 of the signed lease contract specifically states the following:

1.2 Het gehuurde is uitsluitend bestemd om te worden gebruikt als woonruimte door 5.1.2.e en 5.1.2.e Het in gebruik geven van de woning aan derden, anders dan zoals in deze huurovereenkomst eventueel overeengekomen, levert een wanprestatie op die de ontbinding van deze huurovereenkomst rechtvaardigt. Indien verhuurder van de gemeente een last onder dwangsom en/ of een boete krijgt vanwege voormelde wanprestatie van huurders, zal deze door verhuurder geleden schade worden verhaald op huurders(s). Huurders erkennen dat zij voor deze schade als direct gevolg van voornoemde wanprestatie aansprakelijk zijn.

This means that the apartment at 5.1.2.e 5.1.2.e is exclusively intended to be used as a living space by 5.1.2.e and 5.1.2.e. Furthermore, the use of the house to third parties, other than as possibly agreed in this lease, constitutes a breach of contract that justifies the dissolution of this lease and that if the landlord receives an order subject to a penalty and / or a fine from the municipality because of the aforementioned default on the part of tenants, this damage suffered by the landlord will be recovered from tenants (s). Lastly, tenants acknowledge that they are liable for this damage as a direct result of the aforementioned breach of contract.

As you informed us yourself, you have breached the contract and infringed the Dutch law. However, the landlord, mister 5.1.2.e has no other option than enforce the Dutch law and the lease contract. Because of this, mister 5.1.2.e has to terminate the lease early. Mister 5.1.2.e understands that you are foreigners, you are staying in the Netherlands because of university and you cannot move out straight away because of the Covid-19-pandemic, which is also regulated by law in this case. Because of this, he gives you a reasonable time to move out, namely until 31 March. The early termination of the lease contract doesn't safeguard you from a municipality fine or any other consequences because of the breach of the contract and the infringement of the Dutch (housing) law.

Despite the breach of the contract and the infringement of the Dutch law, he obviously doesn't want you to be homeless and is aware of the importance for you to stay in the Netherlands until the end of your studies. For this reason, he is willing to offer you another apartment with two bedrooms where the two of you, so not the third person, can live until the end of June 2021 for a competitive price. A longer term to rent the apartment can be discussed.

If you accept the mentioned above on behalf of your landlord, mister ^{5.1.2.e} I would like to receive this letter signed by the both of you.

Trusting to have informed you sufficiently.

Yours sincerely,

^{5.1.2.e}





5.1.2,e <5.1.2,e @vb-legalbv.nl>

Request upon 5.1.2,e

5.1.2,e @gmail.com <5.1.2,e @gmail.com> 19 februari 2021 om 16:11
Aan: "5.1.2,e @amsterdam.nl" <5.1.2,e @amsterdam.nl>, "5.1.2,e @amsterdam.nl" <5.1.2,e @amsterdam.nl>, "handhavingwonen@amsterdam.nl" <handhavingwonen@amsterdam.nl>
Cc: 5.1.2,e <5.1.2,e @vb-legalbv.nl>

Dear Sir/ Madam,

I am writing following the inspection of my Apartment on Tuesday, February 16, 2021. After Consulting our landlord and his attorney we now have a better understanding of the Situation and wanted to get in touch with you. Attached you can find our Statement and apology to the circumstances.

Would it be possible to have an Appointment with you to discuss the Situation on the phone?

We hope to hear from you soon.

Yours sincerely,

5.1.2,e

 Letter 2 - gemeente.docx
20K

Amsterdam, February 18, 2021

Dear Sir/ Madam,

On Tuesday, February 16, 2021 two supervisors of the Gemeente Amsterdam requested to inspect our home unannounced. They explained to us that we have infringed on the housing laws limiting the inhabitation of apartments to two people.

We are not experts enough to assess the legal basis for the inspection, as well as which Dutch rules or regulations we have specifically infringed on and what the consequences of these could be, but we understand that we have broken the rules.

This letter aims to explain our particular circumstances and to find a reasonable solution for this situation.

When we moved in in summer 2019, we did not realize the gravity and relevance of the mentioned housing rules. Our real estate agent had reassured us multiple times, also when going over our contract that it is common to register a third person to the same address as “moving in with” one of the main tenants. He reassured us that this wouldn’t be a problem and even guided us on how to register a third person easily and seemingly legally. We trusted him and followed his instructions, given that it was our first time renting a house in Amsterdam (other than student habitation) as UvA students from abroad. Now, we are quite shocked and taken aback by the whole situation and the potential consequences. We recognize that this may have been naïve and that we should have never trusted our agent to spare everyone involved the difficulties faced now, for which we deeply apologize to both, the landlord and the Gemeente.

Bearing in mind that we have only three more months left on our lease, we wonder, if the matter could be solved in a manner that takes into account our situation in our final year for the Bachelor at UvA and the current lockdown situation in the Netherlands.

We want to highlight that it was crucial for all of us to fully comply with the duty to be registered in this country, which is a necessity to legally be a university student and to legally work part time to help finance our living expenses in Amsterdam. We wonder, if this could be held in our favour compared to other cases that do not comply with the rules on the number of persons to live in one apartment and with the duty to duly register with the Gemeente. We hope you take into consideration that it can be almost impossible to find affordable accommodation that does not cause any legal difficulties. However, we deeply regret having decided this way.

Of course, we want to rectify the situation and want to make the consequences and handling of this situation as manageable and cooperative as possible. We realize that that probably entails the third



5.1.2.e <5.1.2.e@vb-legalbv.nl>

letter termination of contract

5.1.2.e @googlemail.com <5.1.2.e@googlemail.com>
5.1.2.e <5.1.2.e@vb-legalbv.nl>

1 maart 2021 om 09:36

Dear 5.1.2.e

This e-mail is to confirm that we have received the letter to terminate our rental Agreement of the 5.1.2.e for March 31, 2021.

Kind regards,

5.1.2.e and 5.1.2.e

Parties

1. [5.1.2.e] landlord

And

2. [5.1.2.e] and [5.1.2.e] tenants

PARTIES AGREES THAT:

1. The lease contract of the [5.1.2.e] will be terminated by 31 March 2021 because of the breach of the contract and the violation of the law;

Amsterdam, 06.03..... 2021

Landlord

[5.1.2.e] [5.1.2.e]

[5.1.2.e]

Tenant

[5.1.2.e]

[5.1.2.e]

Tenant

[5.1.2.e]

[5.1.2.e]