

# iRentalize – Landlord Terms of Service

Last updated: May 2025

These Terms of Service (“Agreement”) govern the relationship between iRentalize B.V. and any individual or entity listing rental properties via [www.irentalize.nl](http://www.irentalize.nl). By using our platform, you agree to the terms below.

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## Article 1 – Definitions

- **iRentalize:** iRentalize B.V., the operator of the platform [www.irentalize.nl](http://www.irentalize.nl).
  - **Landlord:** A private individual or legal entity that lists rental property on iRentalize.
  - **Tenant:** A student or verified individual who rents the property.
  - **Listing:** A rental unit (room, studio, apartment) posted on the platform.
  - **Free Listing:** A self-managed listing by the landlord.
  - **Full-Service Listing:** A listing where iRentalize facilitates the full rental process.
  - **Dutch Rental Law:** The applicable rules under Book 7 of the Dutch Civil Code (Burgerlijk Wetboek), including but not limited to Articles 7:201–7:282 BW.
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## Article 2 – Free Listing

Landlords who use the Free Listing option agree to manage their property entirely themselves. Posting is free of charge.

The landlord is solely responsible for:

- Creating and maintaining the listing
- Organising viewings and tenant communication

- Drafting and signing legally valid tenancy agreements
- Managing deposits and rent collection
- Performing check-ins and check-outs

**Legal Note:** All rental contracts must comply with Dutch rental law, including **Article 7:271 BW** for temporary leases and **service cost regulations**. Unlawful clauses (e.g. illegal penalties) are **void** under Dutch law.

iRentalize provides optional tools (e.g. messaging) but is not liable for the content, legality, or outcomes of tenancies initiated via Free Listings.

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## Article 3 – Full-Service Listing

This option is billed at **€15 per room per month**, only when the unit is rented (no tenant=no fee). iRentalize offers:

- Professional photography of rooms and common areas
- Floor plan scans (LiDAR-based)
- Pre-screening of candidates based on landlord's criteria (e.g. students only). We screen tenants based on the requirements that you set and forward you the tenants that we would like to rent to for your approval before sending out the final contract(s).
- Tenant communication and scheduling of viewings
- Legal and digitally signable contracts compliant with Dutch law
- In-person or lockbox-based key handovers
- Documented check-in inspection with photo report

### Startup Fee

For each new room onboarded under the Full-Service Listing model, a one-time **startup fee of €100** will be charged. This fee covers photography, listing setup, Lidar floor plan scan, initial onboarding and contract creation. This fee is only charged once per room we rent out for the duration that the landlord uses the full service listing option.

- The fee is charged only once **per room** that we rent out and is **not recharged** if the room becomes vacant and is later rented out again through iRentalize.
- The fee is only charged once the room is rented out
- However, if the landlord **terminates the Full-Service agreement** and later wishes to list the same room again under the full service listing option, the **€100 fee will apply again** as a new contract cycle begins.

## After Tenant Moves In:

Landlord resumes responsibility for:

- Ongoing communication
- Handling tenant support and maintenance
- Answering tenant's questions
- post-Inspection after the tenant moves out
- Contract enforcement

By selecting Full-Service, the landlord agrees to:

- Provide property access and keys to all areas
- Permit a lockbox on the premises
- Accept that tenants must send check-in photos within 48 hours; otherwise, the unit is assumed to be in good condition

Even in Full-Service Listings, iRentalize only facilitates communication and documentation. The lease is concluded directly between landlord and tenant. iRentalize is not a legal or financial party to this lease and assumes no liability for its enforcement or performance.

**Legal Note:** Rental agreements offered by iRentalize in Full-Service comply with Dutch rental law. However, landlords remain responsible for property registration and municipal compliance.

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## Article 4 – Property Standards (Dutch Law Compliance)

All properties listed on iRentalize must comply with:

- The **Dutch Housing Act (Woningwet)**
- The **Bouwbesluit 2012**
- Applicable local regulations regarding safety, registration, and habitability

Properties must:

- Be clean, safe, and habitable
- Be free from mold, pest infestations, or structural defects
- Have functioning electricity, water, heating, kitchen, and sanitation
- Be legally eligible for tenant registration (**BRP**) at the address
- Accurately reflect the condition shown in listing photos and descriptions

**Legal Basis:** Woningwet, Bouwbesluit 2012, and Art. 7:204 BW (landlord's duty to maintain the property in good condition).

Listings that fail to meet these minimum standards may be suspended or permanently removed.

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## Article 5 – Maintenance Obligations & Response Time

To ensure tenant well-being, landlords agree to the following minimum standards:

- Respond to **tenant communication or repair requests** within **48 hours**
- **Fix serious issues** (e.g. heating failure, burst pipes, electrical outage) within **7 days**
- **Fix minor issues** (e.g. light bulbs, furniture defects) within **4 weeks**
- **Confirm a repair date** with the tenant within **5 calendar days**

**Legal Basis:** Article 7:204 BW (maintenance duty), Article 7:217 BW (minor repairs), and the “**Besluit kleine herstellingen**”. Repairs are the landlord’s responsibility unless the issue is legally classified as a minor repair for the tenant.

Repeated failure to meet these obligations may result in enforcement action (see Article 6).

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## Article 6 – Strike System

To maintain quality and tenant safety, iRentalize applies a **3-strike disciplinary system** for landlords.

### 6.1 Procedure

- **1st Strike** – Written warning via email
- **2nd Strike** – Formal phone conversation with iRentalize and written confirmation
- **3rd Strike** – A written report and our internal recommendation is submitted to our partner universities (e.g. NHL Stenden). The university decides whether to delist the property or ban the landlord from their preferred housing lists.

Strikes are applied **per listing**, not to the full landlord account.

Landlords have the right to submit a written dispute or explanation **within 7 days** of receiving a strike.

### 6.2 Reasons for Strikes (Strike-worthy violations)

A strike **may be issued** if any of the following occurs:

- **Violation of Article 5** (maintenance & response time):
  - Failing to respond to tenant repair requests **more than twice** within a 60-day period
  - Failing to fix serious issues **within the 7-day window**, more than once

- **Unsafe or misrepresented listings**
    - Listing shows materially better conditions than reality
    - Presence of mold, vermin, or unreported hazards
  - **Repeated deposit issues**
    - More than one case of unlawfully withheld deposits
    - Ignoring tenant communication regarding deposit refunds
  - **Non-compliance with Dutch rental or housing law**
    - Renting without legal registration (BRP) eligibility
  - **Persistent lack of response**
    - Ignoring iRentalize or tenant communication **three times or more** in any 90-day period
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## Article 7 – Tenant Records

Upon request from universities or housing authorities, landlords must provide:

- A copy of the rental contract
- Tenant's current contact information (if available)

This applies only to the specific listing and must comply with **GDPR (AVG)** rules.

Tenant data will only be shared in accordance with Article 6 of the **General Data Protection Regulation (EU 2016/679)**, and only where legally necessary.

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## Article 8 – Termination & Platform Rights

### 8.1 Termination by Landlord

- **Landlords may cancel** their participation in the Full-Service plan at any time by providing **one (1) full calendar month's written notice** to info@irentalize.nl.
- Free Listings may be removed by the landlord at any time via the dashboard or by written request.
- Upon cancellation, all active services and platform access will terminate after the notice period.

## 8.2 Termination by iRentalize

iRentalize reserves the right to **suspend or permanently remove any listing** at its sole discretion, with or **without providing a reason**, including (but not limited to) the following situations:

- Violation of any part of these Terms of Service
- Repeated tenant complaints or legal disputes
- Unsafe or uninhabitable property conditions
- Misleading or fraudulent listings
- Violation of Dutch rental laws or municipal regulations
- Refusal to cooperate in tenant screening, key access, or inspection procedures

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## Article 9 – Legal Liability

- iRentalize is an intermediary platform and is **not a party to the lease** unless explicitly stated.
- Unless listed as the lessor, iRentalize does not own or control properties listed.

By listing, the landlord confirms:

- Legal ownership or authorization to rent

- Responsibility for legal compliance, including taxes and registration
- That any uploaded rental agreement complies with **Articles 7:201–7:282 BW** of the Dutch Civil Code

By Listing the landlord confirms that iRentalize is **not liable** for:

- Contractual or legal disputes
- Deposit handling
- Damage caused by tenants
- iRentalize is not responsible for verifying whether tenants are genuinely enrolled students, unless otherwise explicitly stated.
- Indirect damages, lost profits, reputational damage, or data loss
- Platform downtime, technical errors, or late service delivery
- The landlord is fully responsible for validating any residency criteria (e.g. nationality, student status, municipal registration).
- iRentalize is not liable for the storage, accuracy, or long-term retention of tenant communications, contract copies, or listing data once a listing is removed. It is the landlord's duty to securely store all rental agreements and documentation.

The landlord indemnifies iRentalize from any third-party claims, penalties, or legal actions resulting from:

- Non-compliance with housing law, municipal rules, or tax obligations;
- Inadequate maintenance or safety issues in the listed property;
- Invalid lease terms or improper tenant handling.

## 9.1 Mediation and brokerage fees

Landlords may not charge tenants any placement or mediation fees through iRentalize. This follows Dutch housing law and EU consumer protection rules.

## Liability Limitation:



iRentalize's total liability under this Agreement is limited to the lowest of the following:

- €300 per incident
- The total service fees paid by the landlord to iRentalize in the preceding 12 months.

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## Article 10 – Governing Law & Jurisdiction

All disputes shall be governed by **Dutch law**.

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## Article 11 – Acceptance


By listing a property, you agree to:

- These Terms of Service
- Compliance with Dutch rental law and safety standards
- The sole responsibility for vetting, selection, and rejection of tenants is the responsibility of the Landlord.
- Cooperation with tenant vetting, communication, and maintenance standards

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## Article 12 – Contact

 [info@irentalize.nl](mailto:info@irentalize.nl)

 +31 6 8443 7948

 [www.irentalize.nl](http://www.irentalize.nl)

# Summary

**Disclaimer:** This summary provides an overview of the key points in iRentalize's Terms of Service for landlords. It is **not** a substitute for reading the full Terms of Service. For complete details, including your legal rights and obligations, please refer to the full document

## Listing Options:

- **Free Listing:** Landlord fully manages property, tenant selection, and contract drafting. iRentalize offers optional tools but holds no liability.
- **Full-Service Listing** (€15 per room/month when rented) : iRentalize handles listing creation, photography, tenant pre-screening, and documentation. However, the landlord remains responsible for property upkeep and tenant issues after move-in.

A one-time startup fee of €100 applies per room for Full-Service listings. This fee is not charged again for that room unless the landlord cancels their Full-Service agreement and later chooses to rejoin.

## Property Standards & Legal Compliance:

- Rentals must meet Dutch housing laws, including safety, registration, and habitability regulations.
- Landlords must provide functional utilities, maintain cleanliness, and ensure accuracy in listing details.
- iRentalize may suspend properties that do not meet these standards.

## Landlord Responsibilities:

- Respond to tenant concerns within **48 hours** and fix major issues (e.g. heating failure) within **7 days** and minor issues within 4 weeks. A date of repair needs to be confirmed within 5 calendar days.
- Maintain legally valid rental agreements and comply with Dutch rental law.
- Provide necessary documentation when requested by universities or housing authorities.

## Enforcement & Strike System:

- Repeated violations (e.g., poor maintenance, ignored tenant communication, misleading listings) may result in **strikes**:
  - **1st Strike:** Email warning.
  - **2nd Strike:** Formal phone review.
  - **3rd Strike:** Potential delisting by partner universities.

### Legal Liability:

- iRentalize acts only as a platform—it does **not** own properties or enforce leases.
- Landlords may **not** charge mediation fees to tenants.
- Even in Full-Service Listings, iRentalize only facilitates communication and documentation. The lease is concluded directly between landlord and tenant. iRentalize is not a legal or financial party to this lease and assumes no liability for its enforcement or performance.

### Termination Rights:

- Landlords may cancel services with **one month's notice** for the full service listing and can remove a free listing at any time.
- iRentalize may suspend listings for non-compliance with rental laws or tenant safety concerns.

For more details or questions:  [info@irentalize.nl](mailto:info@irentalize.nl) |  [www.irentalize.nl](http://www.irentalize.nl)