

Renting

Do you have plans to rent a property? Then inform yourself well beforehand about your rights and obligations. You can avoid a lot of problems with a good tenancy agreement and inventory report.

Before you start, below are guidelines when looking for accommodation:

Before signing the contract

1. Ensure compliance with standards

Make sure that the rental property meets the minimum requirements for safety, sanitation and basic facilities.

House safety standards:

In the Brussels-Capital Region, every dwelling must meet minimum standards for safety, sanitation and facilities. Properties that fail to meet these requirements risk being banned from rental.

What are the standards?

Safety	Sanitation	Basic facilities
Structural stability of the building Electricity Gas Heating Sewers	Damp Pests Lighting Ventilation Minimum surface areas Ceiling height Access to the property	Cold water Hot water WC Electrical system Heating Cooking equipment Smoke alarms

For example, a property could be considered non-compliant in the following situations:

- Damp issues: traces of moisture on walls or ceilings that affect air quality and can harm your health.
- Lack of natural light
- Heating not working properly or non-compliant boiler
- No hot water
- Electrical problems: the electrical system does not work properly and/or does not meet safety standards.
- Sanitation issues: presence of mould, pests, insects, rats, etc.
- Safety issues: risk of fire, collapse, etc.

Obligations and risks

A landlord wishing to rent out a property must comply with these standards and undertake any work required to do so.

2. Information before signing

The landlord must provide the tenant with the following information:

- description of the property
- rent amount
- whether or not there are individual meters for water
- gas and electricity
- a list and estimate of charges
- an energy certificate (EPB)
- whether or not there is a property management company.

For short-term leases entered into or renewed on or after 1 November 2024, you must also provide the lease type, the amount of the last rent paid, and the date it was paid to the previous tenant.

The landlord may also request certain information from the tenant:

- identity
- contact details
- number of people in the household
- the amount of financial resources.

Apart from this, the landlord cannot ask for any other information.

3. Lease duration

There are 3 types of leases for main residence

- Long term (9 years)
- Short term (6 months to 3 years)
- Very short term (less than 6 months)

The choice of duration affects notice periods and compensation.

4. Setting and reviewing the rent

On the private rental market, the landlord is free to set the rent. However, you can find an indication of rents in Brussels based on the neighbourhood and property characteristics at: <https://loyers.brussels/> (website is only available in French and Dutch).

5. Charges

What is it?

The landlord provides a list and estimate of the charges relating to the private and/or common areas that the tenant will need to pay. The landlord also indicates whether these charges are based on actual costs or are a fixed amount.

Communal charges

- Include maintenance expenses relating to co-ownership (lift maintenance costs, stairway lighting, cleaning fees, etc.) but exclude large repairs
- Are calculated in function of the surface area of the apartment

Individual charges

- Relate directly to consumption by the tenant (water, gas and electricity)
- Are either billed directly to the tenant by the energy supplier or indirectly via the co-ownership

Advance payment or flat fee?

- **Monthly advance payments** are deposits on actual expenses calculated definitively in the final accounts, on an annual basis / method based on the tenant's actual consumption
- A flat fee is a fixed amount stipulated in the lease agreement. It does not have to correspond to the tenant's actual consumption / no final accounts are prepared / often applied to short-term furnished rentals

6. Rental deposit

What is it?

The landlord may request **a guarantee** from the tenant. This deposit will protect the landlord in case the tenant fails to meet their obligations (e.g.: when the property is damaged).

It is usually made on a blocked bank account in the tenant's name (2 months' rent, maximum). The deposit can only be released in written by mutual agreement of both parties.

What forms can a rental guarantee take?

For leases entered into or renewed as of November 1, 2024, the security deposit cannot exceed an amount equivalent to two months' rent.

The Brussels Housing Code describes five forms of guarantee:

1. **An individual account opened in the name of the tenant.** The interest earned shall be capitalized for the benefit of the tenant and the landlord shall acquire a lien on the assets of the account for any claim resulting from the total or partial non-performance of the tenant's obligations.
2. **A bank guarantee** resulting from a standard contract between the Public Centre for Social Welfare (PCSW) and a financial institution
3. **A bank guarantee from an authorized financial institution** that allows the tenant to gradually build up the guarantee by means of constant monthly payments over the term of the contract, with a maximum of three years.
4. **A real security with an authorized financial institution**, in the name of the tenant.
5. **A personal guarantee.**

Immediately after signing the contract

7. Entry inventory of fixtures

What is it?

An inventory of fixtures is a mandatory document describing the condition of the property. It must be completed before the tenant occupies the property or within the first month of the lease.

The inventory of fixtures is preferably drawn up by an expert (with the fees shared between the parties) or jointly by the tenant and the landlord.

If one party fails to respond to the other's request to prepare this inventory, the other party may ask the Justice of the Peace to appoint an expert to do so.

After the first month of occupancy, neither party can be forced to complete this formality, since the premises are already occupied.

Before:

- Note the meters indexes ((gas, electricity and water)
- Read the expert report carefully before signing it
- Make your written remarks within the month

8. Register the lease

This free, compulsory procedure must be completed by the landlord within 2 months of signing the lease. If the landlord fails to do so, the tenant can terminate the contract without notice or compensation.

[Registering the lease](#) also protects the tenant's rights against third parties, especially if the property is sold. Therefore it is in the tenant's interest to register the lease themselves if the landlord fails to fulfil this obligation.

9. Insurance

What does home insurance stand for?

In Belgium you might see different terms for a rented property insurance such as "fire insurance", "home insurance" and "rental liability". This might be confusing but in reality, all those 3 stand for the same. Nowadays it tends to be referred to as "home insurance" as it covers far more than fire alone.

What is Belgium's regulation regarding home insurance?

Fire insurance for renters (or co-renters) is compulsory in Wallonia and Flanders*. In Brussels, it is generally requested by the owner.

* Wallonia: Fire damage guarantee is compulsory.

* Flanders: Fire and water damage guarantees are compulsory.

What does a home insurance cover?

Unlike some other countries, Belgium's home insurances are much more customizable. The basic coverage includes a large amount of your needs such as 24/7 assistance, water damage, fire damage... However, if you want to cover your personal belongings or the damages that you may cause to others in your private life, you need to take out those as options.

For leases entered into or renewed on or after 1 November 2024, tenants must have fire and water damage insurance.

During the lease

10. Repairs and maintenance

What?

The **tenant** is responsible for carrying out repairs and maintenance to the rental property for the duration of the lease. Only repairs caused by wear and tear or force majeure will not be the tenant's responsibility.

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Examples of tenant responsibilities include:

- boiler maintenance and periodic inspection;
- chimney sweeping;
- descaling taps and cleaning seals and filters;
- replacing light bulbs and batteries in provided equipment;
- waxing or oiling wooden floors;
- mowing and maintaining the garden;
- ...

The **landlord** is responsible for all other repairs required for the normal use of the rental premises. However, the tenant remains liable for repairs resulting from their negligent behaviour within the rental premises.

Examples of landlord responsibilities include:

- replacing a defective boiler;
- repairing worn pipework and plumbing;
- roof repairs;
- cleaning out septic tanks;
- addressing any issues related to the ageing of the rental premises;
- repairing broken drainpipes;
- ...