



Maintenance and repairs
in rental properties
(Flemish region)



Introduction	5
Who is responsible? General principles	6
List of small repairs	8
Information obligation	12
General maintenance tips	13
What should you do in case you smell gas?	15
Maintenance of installations and equipment	16
The heating system	16
Condensation, a potential hazard	18
Preventing condensation mould	18
How to remove condensation mould	19
What if the problems persist?	19

Introduction

In case of damage in a rental property, discussions often arise as to who should pay for the repairs. This brochure contains the basic principles set out in the Flemish rental legislation and contains a list of specific obligations for tenants and landlords. This list is a translation of the list provided in the government brochure "Het Vlaams Woninghuurdecreet voor woninghuurovereenkomsten gesloten vanaf 1 januari 2019". The full text and more information about Flemish residential rental law can be found on the Flemish government website: <https://www.woninghuur.vlaanderen/> Further in this brochure, we also list a few general maintenance tips.

We strongly recommend you to check, during the first two weeks in the property, whether everything is in good working order and to contact us immediately when you notice any issue that dates back from the period before you moved in. Also later in your lease period, please contact us straight away in case of any issues. We would like to ask you to definitely inform us in case of leaks, damage as a result of humidity, pests, condensation mould and other structural problems. If left untreated, issues like these can assume serious proportions and involve substantial costs. Our advice is free of charge, so please e-mail support@ifacservice.be or phone 02 767 14 14 in case you notice any technical problem.

Our contact details:

e-mail: support@ifacservice.be

telephone: 02 767 14 14

Who is responsible? General principles

The landlord is in charge of all repairs, except for the following:

- small repairs
The Flemish government has drawn up a list of small repairs and maintenance works. This list is included further on in this brochure. The list is not exhaustive, it does not provide a full overview of all possible cases.
- repairs that are required as a result of incorrect use or insufficient maintenance by the tenant
- repairs that are required as a result of the tenant's failure to inform the landlord about problems in the property

The following articles, translated from the rental decree, detail the responsibilities.

Article 25. Maintenance and repair obligations of the landlord

The landlord has the obligation to maintain the property in order to allow its intended use as a rental property.

For the duration of the lease, the landlord takes care of all repairs that are required, except those that are part of the tenant's responsibility.

Article 26. Maintenance and repair obligations of the tenant

The tenant is responsible for small repairs. In addition, the tenant must carry out repairs that are required as a result of inappropriate or negligent use, as well as repairs that are the result of the tenant's failure to inform the landlord of specific issues, the so-called information obligation described in article 28, §2, unless the tenant can demonstrate that the landlord, without the tenant's information, was aware of the necessity of these repairs. Repairs that are only required as a result of wear and tear or force majeure are the landlord's responsibility.

The Flemish Government has drawn up a list of small repairs.

The parties may agree to limit or exclude the repair obligations of the tenant, mentioned in the first part of this article.

Article 27. Urgent repairs

If urgent repairs that cannot be postponed until after the end of the lease, are necessary in the rented property, the tenant will have to allow these repairs to be carried out, whatever the inconveniences caused, also if his use of the property is limited in any way while the repairs are in progress.

If these repairs take more than 30 days, the rent will be reduced proportionally with the duration of the works and the part of the property that the tenant has not been able to use. If the repairs prohibit normal occupation of the property, the tenant can request the lease to be dissolved.

Article 28. Use of the property 'as a good housefather' ('bonus pater familias')

§1. The tenant must use the rented property as 'a good housefather' and in accordance with the designated use that is defined in the rental agreement or, if such a definition of the designated use

has not been agreed upon, in accordance with the designated use that can be assumed on the basis of the conditions.

If the tenant does not use the property in accordance with the designated use mentioned above, or if the tenant uses the property for purposes that harm the landlord's interests, the landlord can, based on the circumstances, request the lease to be dissolved.

§2. The tenant must inform the landlord about any repairs that are required and that are part of the landlord's obligations.

Article 29. Liability in case of fire

§1. The tenant is liable in case of fire or water damage, unless he can prove that the fire occurred through no fault of his own.

He is obliged to insure his liability for fire and water damage by means of an insurance policy that has not been suspended.

§2. The landlord is obliged to insure his liability for fire and water damage by means of an insurance policy that has not been suspended.

§3. The insurance policies, mentioned in paragraphs 1 and 2, must be taken out with an insurer that is authorised or that is free from authorisation, as defined in the law of 13 March 2016 concerning the status and governance of insurance and re-insurance companies.

Article 30. Liability for cohabitants or sub-tenants

With regard to the landlord, the tenant is liable for damages and losses suffered through the actions of the tenant's cohabitants or sub-tenants.

List of small repairs

The following list of small repairs, for which the tenant is responsible, is a translation of the list in the governmental brochure "Het Vlaams Woninghuurdecreet voor woninghuurovereenkomsten gesloten vanaf 1 januari 2019", which can be downloaded from the Flemish government website: <https://www.woninghuur.vlaanderen/>

1. General principles for the application of the list:

- Repairs that are required as a result of wear and tear or force majeure are always the responsibility of the landlord.
- Repairs that are the result of incorrect use by the tenant are always the responsibility of the tenant.
- Maintenance and cleaning is always the responsibility of the tenant.
- Technical installations that require specific maintenance, like domotics systems, solar heaters, heat pumps, must be maintained as per the manufacturer's instructions, which will be provided to the tenant by the landlord.
- The tenant must inform the landlord of any repairs that need to be carried out and that are part of the landlord's obligation. If the tenant fails to comply with this information obligation, the damage incurred as a result must be borne by the tenant.
- Repairs by the tenant must be carried out correctly. If the tenant carries out faulty repairs, the resulting damage must be borne by the tenant.
- The tenant's repairs obligation is limited to the parts of the property that can be reached (using a reasonably sized ladder, but not including parts that can only be reached using scaffolding).
- The following list is not exhaustive. Repairs that are not on the list, must be assigned to the tenant or landlord according to the general principle detailed in article 26 of the Flemish residential rent decree.
- The list can be deviated from to the tenant's advantage.

2. Exterior of the property

2.1. Enclosure

- fixing loose elements and greasing locks

2.2. (Front)yard

- trimming trees and hedges according to the appropriate standards
- mowing and dethatching the lawn
- preventing outside faucets, water basins, fountains, ... from freezing

2.3. Balcony/terrace

- preventing the drain from being blocked

2.4. Letter box

- greasing hinges and locks
- replacing keys in case of loss

2.5. Windows

Glass

- replacing broken glass
- replacing faulty putty and silicon seals

Window frame

- keeping the condensation vents open
- keeping ventilation grids or systems open
- greasing hinges and locks
- fixing loose hinges and greasing them
- touching up scratches

Roller blinds

- ensuring their functioning by using them regularly
- replacing the tape if required
- greasing

2.6. Doors

- fixing loose hinges and greasing them
- replacing keys in case of loss
- replacing the batteries of the doorbell, intercom, video phone or security system

2.7. Garage door

- ensuring its functioning by using it regularly
- greasing the rails
- replacing the batteries of the remote control
- replacing the keys or the remote controls in case of loss

2.8. Roof

Drain and pipes

- preventing blocked drains and pipes as a result of dead leaves

Chimneys

- regular sweeping of the chimney

Extensive green roofs

- regular maintenance (removing weeds, fertilizing, ...)

Skylights

- greasing hinges and locks
- fixing loose hinges and greasing them

2.9. Water tank and septic tank

- clearing if need be

3. Interior of the property

3.1. Rooms

3.1.1. Walls/ceilings

- removing nails, hooks and screws and repairing the damage
- repairing damage caused by a lack of ventilation (if sufficient ventilation means are available)
- maintaining the paint works in good condition (removing smudges, dirt, grease, drawings, ...) and repairing damage to the walls (holes, dents,...). Colour changes as a result of furniture or picture frames are not part of the tenant's obligation. The tenant must repaint if he has chosen colours that are hard to cover.
- maintaining the wall paper in good condition (removing smudges, dirt, grease, drawings, ...). Colour changes as a result of furniture or picture frames are not part of the tenant's obligation. The tenant must repaper the walls if he has chosen unreasonable colours.

3.1.2. Interior doors

- fixing loose hinges and greasing them
- replacing keys in case of loss

3.1.3. Parquet floors

- laminating them is not allowed without prior permission
- colour changes as a result of furniture or carpets are not part of the tenant's obligation

3.1.4. Ventilation grids

- not covering the ventilation grids

3.2. Stairs

- fixing loose railings or bannisters, unless they need to be replaced

3.3. Technical installations

3.3.1. Electricity

Fuse box

- replace faulty fuses

Sockets

- replacing sockets that do not function as they should

Lighting

- replacing faulty light switches
- shielding unused electric wires with clips
- wires provided for future use must not be cut

Solar heater/heat pump

- regular checks
- cleaning specific parts and adding or replacing fluid

3.3.2. Heating/hot water/airconditioning system

(Central) heating/water heater

- having these maintained regularly according to the legal stipulations (Decision of the Flemish Government, 8 December 2006, concerning the maintenance and checks of central heating systems for heating buildings or for providing hot water, BS 27 April 2007)
- descaling
- cleaning gas nozzles and taps

Radiators/convectors

- regularly using the radiator valves
- venting

Airconditioning / ventilation system

- regular maintenance checks
- cleaning the filter and adding or replacing cooling liquid

3.3.3. Smoke detectors/fire alarms/security system

- replacing the batteries of the smoke detectors
- having fire extinguishers regularly checked
- having the security system regularly checked

3.3.4. Pipes

Water pipes

- preventing the pipes from freezing

Sewerage, drains and siphons (water lock)

- preventing them from freezing

3.4. Sanitary installations

Bath/shower/basin(cabinet)

- descaling, not using abrasive products
- repairing leaking faucets, unless they need total replacement
- replacing missing silicon seals between bath/shower/basin and wall

Toilet

- when leaking: replacing the float unless it cannot be reached
- replacing the drawing cord and handle
- fixing hinges and bolts of the toilet lid and seat cover
- replacing missing silicon seals between toilet and floor or wall
- preventing the toilet from blocking

3.5. Kitchen

Kitchen sink

- descaling, not using abrasive products
- preventing it from blocking

- repairing leaking faucets, unless they need total replacement
- replacing missing silicon seals between sink and wall

Stove

- replacing the gas duct on the expiry date if the stove has been installed by the tenant

Extractor fan

- replacing the filter and lamps

3.6. Pests

- removing pests, unless they were already present when the lease started

Information obligation

As a tenant, you have a legal responsibility to inform the landlord (through our agency, as we manage the property) about any technical issue that arises in the property you rent, preferably via support@ifacservice.be. It is in your best interest to contact us to discuss any technical problems or any questions you may have. If, for instance, a tenant fails to inform the landlord about a problem with one of the drains, which then causes irreversible damage, the tenant will be held responsible.

General maintenance tips

According to the Belgian Civil Code, tenants must honour the "bonus pater familias" principle (good housefather). This principle, originating in Roman law, refers to a standard of reasonable care. Below, we list some points that can help tenants avoid damage and unnecessary costs.

Heating system



In most properties, the heating system is disabled during the warm summer months, only to be activated when the first cold days arrive. If the system fails during those first winter days, it will be difficult to get hold of heating specialists, who have a busy schedule in winter.

Therefore, you should activate the heating system a while before and verify if all radiators come on. If a problem arises, there is sufficient time to have a specialist come over before winter.

Moreover, activating the heating system now and then prevents the pump from blocking after an extended rest period. During summer, leave the thermostatic radiator valves turned on to prevent blocking.

Order fuel in time



It is unpleasant to have the first winter evenings spoiled by an empty fuel tank. Fuel suppliers also have a very busy schedule during the first cold days, which often leads to delayed deliveries.

It is important to never let the tank drain completely empty. Sediments can harm the heating installation, necessitating a full cleaning.

Ensuring there is always a sufficient amount of fuel in the tank can prevent these problems. Most suppliers offer a reduced price when you order at least 2000 litres.

When having the tank refuelled, please take the following into account:

- 1) Before the delivery, switch off the heating installation (by means of the electrical switch that is usually located next to the installation).
- 2) After the delivery, wait 3 to 4 hours before switching the installation back on.

Clear gutters and drains



Regularly remove leaves from paths, terraces and lawns to avoid moss. Clear the gutters regularly and check the roof drains as well, if your rental property has a flat roof. Blocked drains and gutters cause problems during rainy days and may lead to water-damaged walls and ceilings.

Also check floor drains and inspection chambers (usually located in garages, on driveways and terraces). If there is a pump, check if it is still functioning. During heavy rains, the pump and drains will ensure water flows away from the property. Before the first frost, turn off the water supply to any outside taps to avoid freezing.

Weeding, trimming and mowing



Remove weeds from flower beds and keep paths and terraces clean. Mow the lawn regularly in spring and summer, and remove the grass clippings. Trim hedges and trees twice a year, once before and once after summer. Most communes collect garden trimmings twice a year, so you can plan this chore right before the collection. If you want to have a professional gardener take care of these tasks, we can provide you with a list of professionals.

Lime scale



The water in our region is very hard. Toilets, sinks, showers and taps must be cleaned regularly to avoid lime scale. Shower screens and tiles are best wiped with a wiper or an absorbent cloth after each use. Avoid aggressive products that can damage the seals of shower doors, the grouting between the tiles and the silicone seals around baths, showers and sinks. Check these seals regularly and if necessary, have them repaired by a professional.

Regularly descale the "perlator" or "aerator": the mouthpiece that reduces the volume of tap water used. Usually, you can take off the mouthpiece, remove the little sieve inside, which can then be soaked in vinegar for a few hours to descale it.

Remove hair and soap deposits to avoid blocked bath and shower drains. If the water fails to drain well, use a rubber plunger, combined with a non-aggressive product. Important! Never attempt to dislocate the round shower drain cover that is fixed with a screw to the shower base. As soon as it is unscrewed, the drain parts that are attached to it are likely to drop under the shower base, making it impossible to retrieve them.

Grease



Use the dishwasher products that are recommended by the manufacturer and ensure there is always sufficient dishwasher salt and rinsing agent in the machine. If the dishes do not seem as clean as they should be after a normal cycle, it may be necessary to clean the dishwasher as follows:

1. Empty the machine, clean all filters and remove all debris.
2. Start a normal cycle. The machine will first pump away all water that is still located in the drains. Open the machine as soon as this phase is finished.
3. Pour half a litre of vinegar in the machine, and close it to finish the entire cleaning cycle.

Replace or clean the filters of the extractor fan regularly. Most metal filters can be cleaned in the dishwasher. Check the manufacturer's recommendations before cleaning the filters.

Dust



Regularly remove dust from the air vents in the bathroom or the toilet to ensure their optimal functioning.

After each use, clean the filters of your tumble dryer to remove dust and dirt. Regularly clean the filters of the washing machine.

Attention to safety



Carbon monoxide poisoning is caused by the combustion gases of gas water heaters in poorly ventilated rooms or by blocked chimneys. Never skip the mandatory yearly check of heating appliances and chimneys and do not block any vents in rooms with gas installations or fireplaces. More information about the prevention of CO poisoning can be found on our website, in the section 'real estate info'.

If the property is equipped with smoke detectors, test them regularly and, if necessary, replace the batteries. We also recommend tenants to install fire extinguishers in the properties they rent. Also check regularly if all wall sockets are still fixed appropriately. Any loose wires should be repaired by an electrician, as they cause real safety hazards.

If you go on a holiday, protect your rental property against unwanted visitors. Ask friends or neighbours to keep an eye on the property. You can also ask the police to regularly check your property via the website www.police-on-web.be.

What should you do in case you smell gas?

Source: website of the civil security authority (<http://www.civieleveiligheid.be>)

What you must not do

- Do not light a flame or spark
- Do not ring the doorbell, but rather knock on the door if required
- Do not switch on any light switches
- Do not smoke
- Do not ignite a lighter or light a match
- Do not use your telephone (fixed line or mobile phone)
- Do not try to locate the leak using a flame

What you should do

- Open doors and windows
- Deactivate the gas appliance or close the main valve on the gas bottle
- Inform all inhabitants and leave the building
- Outside the building, phone the fire department (100) and the grid operator in your region (Eandis, Infrac, Sibelga, usually mentioned on your gas meter)

You should also phone the grid operator in case of a power failure or overvoltage.

Maintenance of installations and equipment



Most installations must be checked yearly by a professional. Technical installations that require a yearly check are, among others, the heating system, chimney, fire place, and water softener and alarm system. Schedule these checks well ahead to distribute costs. Do not delay having the heating system checked until winter, as this is a very busy period for heating specialists.

The maintenance of heating systems is regulated. According to the law, the user of the central heating system is responsible for its periodic maintenance. As such, tenants must ensure the maintenance of the heating system in the property they rent.

Other installations in your rental property that require annual maintenance are, amongst others, the chimney or fireplace, the water softener and the alarm system. If your rental property is fitted with an active alarm system that is not connected to a professional alarm centre, you must register the system via the website www.police-on-web.be. Please contact our agency if you need help with the registration procedure.

Regularly check the water meter for irregularities in water consumption. If irregularities occur, identify the cause of the problem and contact us. Do the same for electricity and gas meters and also check the pressure relief valves of the heating installation or boiler. If water is flowing from the valves, shut down the mains and contact us.

If there is a septic tank, it must be emptied by the tenant at the end of the rental period.

All maintenance obligations are detailed in your lease. Make sure all maintenance checks are carried out by certified professionals. Otherwise, you may incur repair costs that, if a correct maintenance regime had been followed, would have been covered by the property owner.

The heating system

If your heating system does not work, you can run a few simple checks:

Thermostat

Has the thermostat been configured correctly? On the thermostat, temporarily raise the desired temperature and check if the heating system starts up. The thermostat battery may need replacing, or the time displayed may be wrong. If you have a user manual, you can configure the thermostat as required. Replace the battery to eliminate battery problems. Only use alkaline batteries. Do not hesitate to contact us if you notice problems with the thermostat.

Radiators

Check if the radiators are open (counter clockwise = opening, clockwise = closing). Leave the radiator valves open during the summer to avoid them getting stuck.

Gas heating systems

- Check if the gas supply is open.
- Systems with a pilot light, without electronic ignition: check if the pilot flame has been extinguished. If you have a user manual, you may attempt to light the pilot flame again. Otherwise, please phone us to discuss the best approach.
- Systems with electronic ignition: if the thermostat activates the system and the electronic ignition can be heard, but the system does not start up, please contact us to discuss the best approach.
- If you smell gas, please follow the recommendations on page 15!

Electric heating systems

- Verify if there is a problem with the electricity supply to the heating system (a power cut, a problem with the plug or wall socket).
- Check for any lights on the system, or error messages indicating a specific problem. If you have a user manual, you may attempt to start the system up again. Otherwise, please phone us to discuss the best approach.

Fuel heating systems

- Is there enough fuel in the tank? The website www.calculatorsoup.com/calculators/construction/tank.php helps you calculate the capacity of the tank. If the tank is empty, contact a supplier for a delivery. Most suppliers offer a more advantageous price for deliveries of 2000 litres or more.



On the burner, there is often an ignition button, which you can press for a few seconds. Once you release the button, the burner should start up. If this does not happen, please contact us to discuss the best approach.

Water pressure

The water pressure must be 1 to 2 bars. You can usually read the water pressure on the pressure meter near or on the furnace. If the pressure is too low and if you have a user manual, you may attempt to increase the pressure. If not, please contact us to discuss the best approach.

It is also possible that excess air must be purged and water must subsequently be added. If this is the case, you will hear a hissing, gurgling sound in the radiators. Usually, only part of the radiator heats up, while other parts remain cold. Once the excess air has been purged, the pressure in the installation must be brought back up to 1 to 2 bar. Please do not hesitate to contact our agency if you need any help.

Condensation, a potential hazard

If all of a sudden a black mould has appeared on walls or other surfaces, condensation is the culprit. The problem is not uncommon. Below, you find a few measures you can take to reduce condensation and get rid of the black mould it causes.

Condensation is one of the most important causes of sudden mould problems in properties. It occurs when the humidity in the property is high. An average family can produce 10 to 15 litres of moisture each day: boiling a kettle, cooking, taking a shower, drying clothes, and just breathing... all these activities increase the humidity level.

If moist, warm air reaches a cold surface, like a window, tiles or a wall, the temperature of the air decreases and small droplets of water are deposited to the cold surface. If this process repeats itself, a black mould appears. Other problems that may arise are an unpleasant smell or problems with the finishing of walls, woodwork and even insulation materials. It is important to keep the humidity in the property under control and to act fast when a problem arises. Below, you find our 6 most important tips to prevent condensation mould.

Preventing condensation mould



1. Always use the extractor fan when cooking. Leave the fan on for a few more minutes after cooking, so all humidity can be extracted.



2. If present, switch on the extractor fan in the bathroom, or open the windows after bathing or showering until all condensation has disappeared. If you let the steam from the bathroom escape to a much colder bedroom or landing, the damp, hot air will cause condensation on the cold surfaces there, which may lead to condensation mould. Ventilate the bathroom well and keep the door to the bedroom or other colder rooms closed until all the moist air has disappeared from the bathroom.



3. Try to dry the laundry outside. If you use a drying rack indoors, place it in a well-ventilated room: the water that is released from the laundry (which can amount to 2 litres for an average drying rack) must find a way out of the property.



4. Ensure that the difference in temperature between the living rooms and bedrooms is not too large. If your bedroom is very cold, humid air from the other areas in the house or flat will cause condensation there. Open the bedroom windows for at least 15 minutes each morning, and ensure the room is adequately heated afterwards.



5. Do not place furniture (cupboards, sofas ...) straight against colder exterior walls. Ensure that large pieces are placed about 10 cm away from the walls, so air can move freely behind the furniture.



6. Heat all rooms in your property so that all walls are sufficiently warmed to avoid condensation.

Good ventilation does not only help prevent condensation, it also improves the air quality in your home. It will lower CO2 levels and allows unhealthy fumes to escape.

How to remove condensation mould

Use a product that is specifically created for this purpose. Read the label, follow the safety instructions and store the product outside children's reach.

What if the problems persist?

If you have taken the above measures and the problems persist, please do not hesitate to contact us via support@ifacservice.be or on 02 767 14 14. We will then come over to evaluate the issue and decide on the best approach.

©Ifac Service bvba/sprl 2019

This brochure contains a series of guidelines and must not, under any circumstances, be considered a legal document. In case of doubt, the rental legislation and the clauses in the lease or rental agreement prevail. This document is supplied for information purposes and does not constitute a contractual obligation on the part of Ifac Service.