

LENGTH OF LEASES

In Belgium, it is not unusual to still hear landlords and tenants talk about 3-6-9 leases. However, this is in fact incorrect. When it comes to leases for principal places of residence (i.e. your home), lease periods of 9 years have become the norm, unless the lease is signed for a period of 3 years or less. In the Brussels-Capital Region, the standards that apply to these leases are contained in the Code bruxellois du Logement (Brussels Housing Code – C.B.L.), which has been in effect since 1st January 2018. The Expat Welcome Desk explains the different lease terms possible in the Brussels Region and how to terminate these leases.

9-year leases (article 237 C.B.L.)

From now on, the “**long-term**” lease (9 years) is the norm. So, we no longer talk about a “3-6-9” lease. This means that any housing lease intended for the tenant’s principal place of residence is presumed to be entered into for a term of nine years, except where the parties have stated a different period in the lease agreement.

A written lease that doesn’t state the length of the lease, or a verbal lease or a written lease that does not respect the legal forms is deemed to be a nine-year lease agreement. Also, any lease with a term of between 3 and 9 years falls into the category of a 9-year lease.

A lease can also be signed for more than nine years. If this is the case, it needs to be the subject of a written document and this needs to be made formal in a notarised deed so that it can be enforceable on third parties.

What about terminating the lease?

When the lease expires:

A lease comes to an end on completion of the period of nine years, on condition that one of the parties serves **notice at least six months before the lease is due to expire**. When this is the case, notice may be served without giving a reason.

If neither of the two parties terminates the lease when this period of nine years expires, the lease will be renewed on the same terms for a further period of three years. Each of the parties then has the option of terminating the extended lease every three years, without stating a reason and without having to pay compensation, by giving six months’ notice.

Terminating the lease early:

The parties may also decide to end the lease before it expires:

- → The lessor may decide at any time to occupy the home personally on condition the lessee is given six months' notice. The lease may exclude or restrict the lessor's right to terminate the lease for personal occupancy (for example, in terms of time or with regard to the persons concerned). In order to be valid, the notice must state the reason given and the identity of the person who will personally and effectively occupy the leased property, as well as how he/she is related to the lessor. (Art. 237, §2 C.B.L.);
- → The **lessor** is also allowed, but only at the end of the first or second three-year period, to terminate the lease if he/she is planning to proceed with reconstruction, conversion or renovation works on the leased property. The lease may exclude or restrict the lessor's right to terminate the lease to carry out works (for example, in terms of time). This option may only be exercised by the lessor if he/she gives the lessee six months' notice, specifying the reason. This notice must also comply with four conditions set out in the Code. (Art. 237, §3 C.B.L.).
- → The **lessor** (landlord) is also allowed, but only at the end of the first or second three-year period, to terminate the lease without having to state a reason, although this is only permitted if the lessee (tenant) is paid compensation. The lease may exclude or restrict the lessor's right to terminate the lease without stating a reason. To be able to exercise this right, the lessor is required to serve notice of six months on the lessee, as well as pay compensation to the lessee. This compensation is set at nine months' rent if notice is served at the end of the first three-year period, or six months' rent if notice is served at the end of the second three-year period. (Art. 237, §4 C.B.L.).
- → The **lessee** is also allowed to terminate the lease at any time, subject to serving notice of 3 months. When this is the case, the lessee will also pay compensation of 3-, 2- or 1-month's rent, depending on whether the lessee terminates the occupancy during the first, second or third year of the lease. From the fourth year of the lease onwards, the lessee is no longer required to pay compensation if he/she wishes to end the lease early, although the notice period of 3 months is still required. (Art. 237, §5 C.B.L.).

Leases of 6 months to 3 years (article 238, paragraphs 1 & 2 C.B.L.)

The parties are free to sign a "**short-term**" lease (6 months to 3 years). In the Brussels Capital Region, this lease may be extended several times, in writing and on the same terms, without the total length of the lease exceeding 3 years.

If a written "short-term" lease exceeds 3 years because it has been renewed several times, it is deemed to be a 9-year lease.

What about terminating the lease?

When the lease expires:

A lease comes to an end on completion of the period of three years, on condition that one or other of the parties serves **notice at least three months before the lease is due to expire**. When this is the case, notice may be served without giving a reason.

Terminating the lease early:

The parties may also decide to end the lease before it expires:

- → **The tenant can terminate the lease at any time**, subject to serving *notice of three months and paying compensation equivalent to one month's rent*.
- → The landlord is allowed to terminate the lease early, but only after one year of the lease has elapsed and only in order to occupy the property personally or to have it occupied by **a member of his/her family** (or his/her spouse's family). Should this be the case, the lessor is required to serve the lessee with three months' notice and to pay the lessee compensation equivalent to one month's rent.

Lease of less than 6 months (article 238, paragraph 3 C.B.L.)

Any lease of a period less than six months will come to an end, without notice, when the period agreed in the lease expires. The lease may be renewed several times (up to a maximum of 3 years).

What about terminating the lease?

It is not possible to end the lease early.

Important: the notice period begins on the 1st day of the month following service of notice.

We would remind you that you are advised to sign a lease agreement that corresponds with the length of your stay!

More information

- • Brochure “Un mauvais bail, ça peut faire mal – Les baux d’habitation à Bruxelles” (FR) / “Een slecht huurcontract kan pijnlijk zijn – Woninghuurovereenkomsten in Brussel.” (NL) (“A bad lease agreement can be painful – Housing leases in Brussels”)
- • Contact the Expat Welcome Desk (02/430.66.00 or info@commissioner.brussels) for experienced assistance with leases, free of charge.