

# **Consumer market study on the functioning of the real estate services for consumers in the European Union**

Country fiche – THE NETHERLANDS

## General information

Country	The Netherlands
Researcher name	Tobias Pinkel, Mr. LL.M.; LL.B. Christoph U. Schmid, Prof. Dr., Ph.D.
Researcher contact details (email)	pinkel@zerp.uni-bremen.de
Main Sources Used	<p><b><u>Key legal instruments:</u></b></p> <p>Dutch Civil Code (<b>Burgerlijk Wetboek</b>, BW)</p> <ul style="list-style-type: none"><li>• Book 3 (Law on Economic Rights, <i>Vermogensrecht</i>) online at: <a href="http://wetten.overheid.nl/BWBR0005291/2017-03-10">http://wetten.overheid.nl/BWBR0005291/2017-03-10</a></li></ul> <p>It includes the law on <i>registergoederen</i> (singular: <i>registergoed</i>), economic rights including rights in land which are registered in a public register.</p> <ul style="list-style-type: none"><li>• Book 5 (Law on the Rights in Things, <i>Zakelijke rechten</i>) online at: <a href="http://wetten.overheid.nl/BWBR0005288/2014-01-01">http://wetten.overheid.nl/BWBR0005288/2014-01-01</a></li></ul> <p>Law of the Notary Office (<b>Wet op het notarisambt</b>, Wna)</p> <p>Full name: Wet van 3 April 1999, houdende wettelijke regeling van het notarisambt, mede ter vervanging van de Wet van 9 juli 1842, Stb. 20, op het Notarisambt en de Wet van 31 maart 1847, Stb. 12, houdende vaststelling van het tarief betreffende het honorarium der notarissen en verschotten (Wet op het notarisambt)</p> <p>Online at: <a href="http://wetten.overheid.nl/BWBR0010388/2017-03-01">http://wetten.overheid.nl/BWBR0010388/2017-03-01</a></p> <p><b><u>Statistical data:</u></b></p> <ul style="list-style-type: none"><li>• Bureau Architectenregister (2016), Jaarverslag 2015, online at: <a href="https://www.architectenregister.nl/media/1029/jaarverslag-2015-definitief.pdf">https://www.architectenregister.nl/media/1029/jaarverslag-2015-definitief.pdf</a></li></ul>

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## 1. Regulatory background

### 1.1 Level of regulation in the country

<b>Table 1: Level of regulation</b>			
	<b>Level of regulation</b>	<b>Source of relevant legislation</b>	<b>Ongoing discussion on regulation/deregulation (if applicable): current state of affairs and main arguments in the debate</b>
<b>Real estate transactions<sup>1</sup></b>	Regulated	Dutch Civil Code (BW), Book 3 and 5	The mandatory involvement of notaries in the conveyancing process is debated <sup>2</sup> . It is argued that the present system protects consumers too little, since a binding sales contract can be concluded before a notary is involved. However, the mandatory involvement of notaries at the stage of the conclusion of the contract would lead to additional costs. On the other side, legal advice at least at that state is argued to be necessary and the notary system is supposed to ensure the correctness of the land register.
<b>Notary system (or lawyer/conveyancer system)<sup>3</sup></b>	De-Regulated (party regulated)	Law of the Notary Office (Wna)	It is highly controversial whether the deregulation of the civil law notary in the Netherlands in 1999 was successful in terms of increasing efficiency without endangering the quality. Different studies seem to suggest different results <sup>4</sup> .
<b>Profession of estate agents</b>	Non-regulated (De-Regulated)	Law on the de-regulation: Wet van 7 December 2000 tot aanpassing van enkele wetten in verband met de afschaffing	On 1 March 2001, the legal requirements to use the title real estate agent (makelaar) have been abolished. Since 2001, everyone can call himself/herself makelaar. The

<sup>1</sup> E.g. limitations or prohibitions of certain transactions; specific formality requirements etc.

<sup>2</sup> In the literature for mandatory involvement of notaries in Europe in general, cf. e.g. Schmid/Pinkel (2009), pp. 150 et seq. with further references. For studies in this context in the Netherlands, cf. references in fn. 4.

<sup>3</sup> Only in countries where notaries do not exist or do not have a monopoly on conveyancing.

<sup>4</sup> Studies suggesting that the deregulation was a success e.g. *Commissie Evaluatie Wet op het notarisambt* (2005).

For studies that suggests that the deregulation led to a decrease in quality cf. *Kuijpers/Noaillye/Vollaard* (2005); *Nahuis/Noailly* (2005).

For discussion in the literature see e.g. *Plaggemars* (2011), 315 et seq., who is very critical about the reform and *Van den Bergh/Montangie* (2006), *Journal of Comparative Law and Economics*, 289 at 203 et seq. who are also very critical.

**Table 1: Level of regulation**

		van de titelbescherming en beëdiging van makelaars (Stb. 540) <sup>5</sup>	foundation “Stichting VastgoedCert” <sup>6</sup> has set up a voluntary register for real estate agents who have completed a voluntary professional exam. In addition, the three professional organisations <sup>7</sup> (membership is not mandatory) have introduced rules on self-regulation (such as compulsory insurance, continuous education etc.). It is debated whether these non-mandatory rules on self-regulation are sufficient to ensure the quality of the service provided <sup>8</sup> .
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## 1.2 National legislation

**Table 2: List of national legislation**

<b>List of national legislation</b>	<b>Classification of national legislation</b>	<b>Content of the national legislation</b>
Dutch Civil Code (BW)	Generally applicable including special consumer protection rules	Inter alia rules on rent and on the transfer of land.
Law of the Notary Office (Wna)	Applicable to notaries	Professional regulation of notaries, including regulation relating to notarial deeds, which are required for the transfer of real property.

<sup>5</sup> Online at: <https://zoek.officielebekendmakingen.nl/stb-2000-540.html>.

<sup>6</sup> Cf. [www.vastgoedcert.nl](http://www.vastgoedcert.nl).

<sup>7</sup> The professional organizations for real estate agents in the Netherlands are: Nederlandse Vereniging van Makelaars en Taxateurs in onroerende goederen (NVM), Vereniging Bemiddeling Onroerend goed (VBO) and VastgoedPRO.

<sup>8</sup> Cf. e.g. Plaggemars (2011), pp. 115 et seq. with further references.

Regulation on the construction, use and demolition of Buildings (Bouwbesluit 2012) <sup>9</sup>	Applies to everyone	Rules for the construction and usage of buildings, including environmental standards.
Regulations of the interior ministry for the implementation of further rules on Buildings (Regeling Bouwbesluit 2012) <sup>10</sup>	Applies to everyone	Technical rules for buildings.
General Act on the Recognition of EC-Professional Qualifications (Algemene wet erkenning EG-beroepskwalificaties) <sup>11</sup>	Relevant for professionals only	Regulating conditions for recognition of professional qualifications acquired in other EU States; Art. 30b refers to the European Professional Card for professions, which are not regulated in the Netherlands, i.e. inter al real estate agents.

### 1.3 Implementation of relevant EU legislation

**Table 3: Implementation of relevant EU legislation**

EU legislation	Implementation achieved?	Implementation of EU legislation at the national level	Source of the national implementation legislation	Content of the national legislation in keywords	Which parts of the EU legislation have <u>not</u> been transposed?
<b>Directive 2005/29/EC on unfair commercial practices (UCPD)</b>	Yes	Art. 6:193a-6:193j Dutch Civil Code (BW)	<a href="http://wetten.overheid.nl/BWBR0005289/2017-07-01">http://wetten.overheid.nl/BWBR0005289/2017-07-01</a>	General Civil Code transposes the directive mostly in identical wording.	None <sup>12</sup>

<sup>9</sup> Full name: Besluit van 29 augustus 2011 houdende vaststelling van voorschriften met betrekking tot het bouwen, gebruiken en slopen van bouwwerken (Bouwbesluit 2012), Stb. 2011, 416, laatstelijk gewijzigd bij het Besluit van 13 juni 2017, houdende wijziging van het Bouwbesluit 2012 inzake afstemming met het Besluit eisen inrichtingen Drank- en horecawet, implementatie van richtlijn 2014/61/EU van het Europees Parlement en de Raad van 15 mei 2014 inzake maatregelen ter verlaging van de kosten van de aanleg van elektronische communicatienetwerken met hoge snelheid (PbEU 2014, L155) en enkele andere wijzigingen.

<sup>10</sup> Full name: Regeling van de Minister van Binnenlandse Zaken en Koninkrijksrelaties van 22 december 2011, nr. 2011-2000589667, tot vaststelling van nadere voorschriften voor bouwwerken (Regeling Bouwbesluit 2012)

<sup>11</sup> Full name: Wet van 6 december 2007, houdende algemene bepalingen met betrekking tot de erkenning van EG-beroepskwalificaties (Algemene wet erkenning EG-beroepskwalificaties)

<sup>12</sup> Cf. Bremer (2010).

**Table 3: Implementation of relevant EU legislation**

<b>Directive 93/13/EEC on unfair terms in consumer contracts</b>	Yes	Art. 6:231 et seq. Dutch Civil Code (BW)	<a href="http://wetten.overheid.nl/BWBR0005289/2017-07-01">http://wetten.overheid.nl/BWBR0005289/2017-07-01</a>	The original rules on standard terms in the Dutch Civil Code of 1992 with slight modifications.	None
<b>Directive 2008/122/EC on the protection of consumers, in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts</b>	Yes	Art. 7:50a-7:50i Dutch Civil Code (BW)	<a href="http://wetten.overheid.nl/BWBR0005290/2017-07-01#Boek7_Titeldeel1a">http://wetten.overheid.nl/BWBR0005290/2017-07-01#Boek7_Titeldeel1a</a>	General Civil Code, special rules for the implementation, partly in identical wording.	None
<b>Directive 2010/31/EU of Energy Performance of Buildings Directive</b>	Yes	Art. 5.1 et seq. Bouwbesluit 2012 and Art. 3.1 Regeling Bouwbesluit 2012	<a href="http://www.bouwbesluitonline.nl/Inhoud/docs/wet/bb2012">http://www.bouwbesluitonline.nl/Inhoud/docs/wet/bb2012</a> <a href="http://wetten.overheid.nl/BWBR0031022/2017-01-01">http://wetten.overheid.nl/BWBR0031022/2017-01-01</a>	General rules for the construction of buildings.	None
<b>Directive 2005/36/EC on Recognition of Professional Qualifications, as last amended by Directive 2013/55/EU</b>	Yes	General Act on the Recognition of EC-Professional Qualifications (Algemene wet erkenning EG-beroepskwalificaties)	<a href="http://wetten.overheid.nl/BWBR0023066/2016-01-18">http://wetten.overheid.nl/BWBR0023066/2016-01-18</a>	Special law for the implementation of the two directives.	None
<b>Mortgage Credit Directive, 2014/17/EU</b>	Yes	Art. 7:118-7:128c Dutch Civil Code (BW) and several other Acts, in particular the Act on the financial supervision (Wet op het financieel toezicht) <sup>13</sup>	<a href="http://wetten.overheid.nl/BWBR0005290/2017-07-01">http://wetten.overheid.nl/BWBR0005290/2017-07-01</a> <a href="http://wetten.overheid.nl/BWBR0020368/2017-06-27">http://wetten.overheid.nl/BWBR0020368/2017-06-27</a>	Special rules for consumer mortgage credits.	None

<sup>13</sup> Introduced by the Wet van 23 maart 2016 tot wijziging van de Wet op het financieel toezicht, Boek 7 van het Burgerlijk Wetboek, de Wet handhaving consumentenbescherming en de Overgangswet nieuw Burgerlijk Wetboek ter implementatie van richtlijn nr. 2014/17/EU van het Europees Parlement en de Raad van 4 februari 2014 inzake kredietovereenkomsten voor consumenten met betrekking tot voor bewoning bestemde onroerende goederen en tot wijziging van de Richtlijnen 2008/48/EG en 2013/36/EU en Verordening (EU) nr. 1093/2010 (PbEU 2014, L 60/34)

## 1.4 Communications and strategy papers

Table 4: Communications and strategy papers

Communication or strategy paper	Have the following communications and strategy papers been referred to in national documents?	Name of document	Source	Content	Differences with respect to communications and strategy papers listed in the first column
<b>COM(2015) 550 final Communication of the Commission Upgrading the Single Market: more opportunities for people and business</b>	Yes	SOLVIT-actieplan, Fiche van de werkgroep Beoordeling Nieuwe Commissievoorstellen (BNC).	<a href="https://www.rijksoverheid.nl/documenten/rapporten/2017/06/09/solvit-actieplan">https://www.rijksoverheid.nl/documenten/rapporten/2017/06/09/solvit-actieplan</a>	Position of the working group for the evaluation of new proposals of the commission (BNC) on COM(2017) 255 final.  In the context of that proposal the working group of the Dutch government refers to COM(2015) 550.	No clear differences
		Mededeling de toekomstige leiders van Europa: het starters- en opschalingsinitiatief  Fiche van de werkgroep Beoordeling Nieuwe Commissievoorstellen (BNC).	<a href="https://www.rijksoverheid.nl/documenten/rapporten/2016/12/23/mededeling-de-toekomstige-leiders-van-europa-het-starters-en-opshalingsinitiatief">https://www.rijksoverheid.nl/documenten/rapporten/2016/12/23/mededeling-de-toekomstige-leiders-van-europa-het-starters-en-opshalingsinitiatief</a>	Position of the working group for the evaluation of new proposals of the commission (BNC) on COM(2016)733 final.  In the context of that proposal the working group of the Dutch government refers to COM(2015) 550.	

**Table 4: Communications and strategy papers**

<b>COM(2013)676 Communication from the Commission on evaluating national regulations on access to professions</b>	Yes	Briefing of the foreign ministry to the parliament including "Fiche: Mededeling wederzijdse evaluatie gereguleerde beroepen"	Tweede Kamer, vergaderjaar 2013–2014, 22 112, nr. 1735	The government informs the Parliament about the Commission's communication. The position of the Dutch government on the Commission's communication is generally positive <sup>14</sup> . The government expressly refers to the fact that the suggestion of the measures depends on the political commitment of the Member States and states that it will campaign for an effective evaluation.	No clear differences
<b>COM(2016)820 Communication from the Commission on reform recommendations for regulation in professional services</b>	Yes	Briefing of the foreign ministry to the parliament including "Fiche: Mededeling hervormingsaanbevelingen gereguleerde beroepen"	Tweede Kamer, vergaderjaar 2016–2017, 22 112, nr. 2313	The government informs the Parliament about the Commission's communication. The position is generally positive. The Dutch government is particularly interested in the best practices	The Dutch government maintains that the concrete measures - how the information shall be collected and documented in the future - are not included and that the implementation in the framework of the

<sup>14</sup> This statement is based on the analyses of the government position (Fiche: Mededeling wederzijdse evaluatie gereguleerde beroepen, Tweede Kamer, vergaderjaar 2013–2014, 22 112, nr. 1735).

**Table 4: Communications and strategy papers**

				between the Member States.	European Semester is partly not clear <sup>15</sup> .
<b>European Consumer Agenda</b>	Yes	Briefing of the foreign ministry to the Parliament including "Fiche 1: Mededeling Europese consumentenagenda"	Tweede Kamer, vergaderjaar 2011–2012, 22 112, nr. 1434	The government informs the parliament about the Commission's communication. The position is generally positive. The government refrains from taking a clear position in substance because the measures discussed in the agenda are deemed to be not sufficiently concrete <sup>16</sup> .	
<b>Consumer Programme 2014-2020</b>	No				

<sup>15</sup> This statement is based on the government document (Fiche: Mededeling hervormingsaanbevelingen gereguleerde beroepen, Tweede Kamer, vergaderjaar 2016–2017, 22 112, nr. 2313).

<sup>16</sup> This statement is based on the government document (Fiche: Mededeling hervormingsaanbevelingen gereguleerde beroepen, Tweede Kamer, vergaderjaar 2016–2017, 22 112, nr. 2313).

## 2. General market information

### 2.1 Key market data

Table 5: Key market data	
<b>General market situation (e.g. trends in the market, recent developments in the market, price fluctuations, etc.)</b>	The prices for existing flats are relatively stable since 2005. Between 1995 and 2005 the price index has, however, increased enormously. The numbers of residential properties sold has increased over the last years. While in 2011, only 120,739 existing flats had been sold for 28,984 million euros, five years later (in 2016) 214,793 existing flats were sold for 52,374 million euros. The price per flat has not changed much. The number of flats sold is, therefore, even higher than in 2005 (206,629 flats sold). <sup>17</sup> Between 1977 and 2016 between 1.3 and 1.8 Mio persons (out of the 16.94 Mio inhabitants of the Netherlands) have moved per year within the Netherlands. Over the long term, these numbers are relatively constant. However, since 2013 (1,4 Mio), the numbers have constantly increased to 1,8 Mio in 2016 and the trend seems to continue this year. <sup>18</sup>
<b>Total value of residential transactions for buying and renting for the year 2015 (2014 or 2013 depending on the latest available data) expressed in EUR</b>	Total value of conveyancing of existing residential units: <ul style="list-style-type: none"> <li>• 2013: 23,489 Mio €;</li> <li>• 2014: 34,113 Mio €;</li> <li>• 2015: 41,042 Mio €;</li> <li>• 2016: 52,374 Mio €.</li> </ul>
<b>Ratio house owners – tenants (i.e. the percentage of households that are owners resp. tenants of dwelling units)</b>	The rental market is relatively large. Only a slight minority of about 40 % living in rental houses.
<b>Usage of land (Quotas for built land, agricultural land, “wild land” (forests, lakes etc.)</b>	<ul style="list-style-type: none"> <li>• 68.9 % agriculture;</li> <li>• 10.8 % buildings;</li> <li>• 3.3 % infrastructure;</li> <li>• 9.0 % inland water areas;</li> <li>• 8% forests and uncultivated land.</li> </ul>

<sup>17</sup> CDB (2017a).

<sup>18</sup> CDB (2017b).

**Table 5: Key market data**

<b>Average prices of residential property</b>	<p><i>According to the type of property</i></p> <ul style="list-style-type: none"> <li>• Average flat of ca. 70 sqm</li> <li>• Terrace house of ca. 100 sqm</li> <li>• Detached (one family house) of ca. 150 sqm</li> </ul>	<p>The following figures are based on the prices of the offers (vraagprijs) collected by the website HuizenZoeker<sup>19</sup> that collects the offers from the biggest internet platforms and real estate websites<sup>20</sup> for June 2017.<sup>21</sup> According to the largest professional organisation for real estate agents of the Netherlands, the NVM<sup>22</sup>, the prices eventually paid and the prices of the offers only differed by 0.2 % on average in the second quarter of 2017.<sup>23</sup> The figures of HuizenZoeker only differentiate between houses and flats but offer the average price per m<sup>2</sup>. The data for the examples are calculated based on those numbers.</p> <ul style="list-style-type: none"> <li>• Flat of 70 m<sup>2</sup>: 162,400 €;</li> <li>• House 100 m<sup>2</sup>: 230,600 €;</li> <li>• House of 150 m<sup>2</sup>: 345,900 €.</li> </ul>
	<p><i>According to the type of location</i></p> <ul style="list-style-type: none"> <li>• Capital city</li> <li>• Urban areas</li> <li>• Rural areas</li> </ul>	<p>Differences between houses and flats are not available. Figures are based on June 2017.<sup>24</sup></p> <ul style="list-style-type: none"> <li>• Capital city of Amsterdam: 4,498/m<sup>2</sup> ;</li> <li>• City with the governmental seat of The Hague: 2.546/m<sup>2</sup>;</li> <li>• Groningen as an example for a city in a rural area: 2.100/m<sup>2</sup>;</li> <li>• Holwerd as an example for a small city: 1.201/m<sup>2</sup>.</li> </ul>

<sup>19</sup> <http://www.huizenzoeker.nl>.

<sup>20</sup> <http://www.huizenzoeker.nl/over-huizenzoeker.html>.

<sup>21</sup> HuizenZoeker (2017).

<sup>22</sup> Full name: Nederlandse Vereniging van Makelaars en Taxateurs in onroerende goederen NVM.

<sup>23</sup> NVM (2017), p. 6.

<sup>24</sup> HuizenZoeker (2017).

**Table 5: Key market data**

<b>Price development of residential property</b>	<i>According to the type of property</i>	<ul style="list-style-type: none"> <li>• June 2009: Flat: 2,436 €/m<sup>2</sup>, House: 2,415 €/m<sup>2</sup><sup>25</sup>;</li> <li>• June 2012: Flat: 2,363 €/m<sup>2</sup>, House: 2,344 €/m<sup>2</sup><sup>26</sup>;</li> <li>• June 2015: Flat: 2,215 €/m<sup>2</sup>, House: 2,207 €/m<sup>2</sup><sup>27</sup>.</li> </ul> <ul style="list-style-type: none"> <li>• Average flat of ca. 70 sqm</li> <li>• Terrace house of ca. 100 sqm</li> <li>• Detached (one family house) of ca. 150 sqm</li> </ul>
	<i>According to the type of location</i>	<ul style="list-style-type: none"> <li>• June 2009: Amsterdam: 3,760 €/m<sup>2</sup>, The Hague: 2,320 €/m<sup>2</sup>, Groningen: 2,003 €/m<sup>2</sup>, Holwerd: n/a<sup>28</sup>;</li> <li>• June 2012: Amsterdam: 3,575 €/m<sup>2</sup>, The Hague: 2,287 €/m<sup>2</sup>, Groningen: 2,004 €/m<sup>2</sup>, Holwerd: n/a<sup>29</sup>;</li> <li>• June 2015: Amsterdam: 3,483 €/m<sup>2</sup>, The Hague: 2,138 €/m<sup>2</sup>, Groningen: 1,926 €/m<sup>2</sup>, Holwerd: N/A<sup>30</sup>.</li> </ul> <ul style="list-style-type: none"> <li>• Capital city</li> <li>• Urban areas</li> <li>• Rural areas</li> </ul>
<b>Development of price index (Housing price index if existing, otherwise Consumer price index)</b>	The price index is relatively stable since 2005 but has increased enormously between 1995 and 2005 (details see below).	

<sup>25</sup> HuizenZoeker (2009).<sup>26</sup> HuizenZoeker (2012).<sup>27</sup> HuizenZoeker (2015).<sup>28</sup> HuizenZoeker (2009).<sup>29</sup> HuizenZoeker (2012).<sup>30</sup> HuizenZoeker (2015).

Price index for the selling of residential buildings 2010=100<sup>31</sup>

1995	37,6
2000	71,1
2005	94,4
2010	100,0
2011	97,6
2012	91,3
2013	85,3
2014	86,1
2015	88,5
2016	93,0
2017 januari	96,4
2017 februari	96,7
2017 maart	97,8
2017 april	98,1

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<sup>31</sup> CDB (2017a).

## 2.2 Service providers

Table 6: Service providers						
	Total number of firms	Total number of professionals	Total number of employees	Branch offices per firm	Market concentration in % of turnover	Average turnover per firm (expressed in EUR)
<b>Estate agents<sup>32</sup></b>	9,110 (5,710 offices with only one real estate agent) <sup>33</sup>	Numbers of voluntarily registered professionals with voluntary exam in the “Het kwaliteitsregister van Makelaars” of the “Stichting VastgoedCert”: ca. 6,500 <sup>34</sup>  Voluntary members of one of the three professional organisations: <ul style="list-style-type: none"> <li>• VastgoedPRO: ca. 700<sup>35</sup></li> <li>• NVM<sup>36</sup>: ca. 4,100<sup>37</sup></li> <li>• VBO<sup>38</sup>: ca. 1,100<sup>39</sup></li> </ul>	N/A	N/A	N/A	N/A
<b>Lawyers/Advocates/Solicitors</b>	5,463 <sup>40</sup>	17,498 <sup>41</sup>	N/A	N/A	N/A	N/A

<sup>32</sup> Where available, provide the data separately for national real estate agents and real estate agents incoming from other EU/EEA Member States.

<sup>33</sup> Data of 2nd quarterly period 2017. Cf. CBS (2017c).

<sup>34</sup> Cf. <https://www.vastgoedcert.nl/over-ons/de-stichting-vastgoedcert/>.

<sup>35</sup> Cf. <https://www.vastgoedpro.nl/vastgoedpro/>.

<sup>36</sup> Full name: Nederlandse Vereniging van Makelaars en Taxateurs in onroerende goederen (<https://www.nvm.nl>).

<sup>37</sup> Cf. <https://www.nvm.nl/overnvm/nvmvereniging>.

<sup>38</sup> Full name: Vereniging Bemiddeling Onroerend goed (<https://www.vbomakelaar.nl/>).

<sup>39</sup> Cf. <https://www.vbomakelaar.nl/wie-zijn-wij/over-vbo>.

<sup>40</sup> Data of 2016. Cf. NOvA (2017), 19.

<sup>41</sup> Data of 2016. Cf. NOvA (2017), 15.

Table 6: Service providers						
<b>Notary</b>	792 (476 offices with only one notary) <sup>42</sup>	1,272 <sup>43</sup>	7,037 <sup>44</sup>	n/a	n/a	n/a
<b>Licenced conveyancers</b>	Profession does not exist in the Netherlands					
<b>Architects</b>	N/A	14,189 (including landscape planner and other special types of architects that are registered in the Netherlands and are allowed to use the title “architect”)  10,695 <sup>45</sup>	N/A	N/A	N/A	N/A
<b>Surveyor</b>	Real estate agents are often also “vastgoedtaxateurs” (surveyors).					
<b>Engineers</b>	N/A					
<b>Other relevant service provider</b>	N/A					

<sup>42</sup> Data of April 2017. Cf. KNB (2017a).

<sup>43</sup> Data of April 2017. Cf. KNB (2017a).

<sup>44</sup> Data of April 2017. Cf. KNB (2017a).

<sup>45</sup> Data of 31 December 2015. Cf. Bureau Architectenregister (2016), p. 11.

## 3. Roles of professionals and services in the real estate market

Table 7: Role of professionals in the real estate market								
	Estate agent	Property valuator <sup>46</sup>	Lawyer/Advocate /Solicitor	Notary	Bank	Licensed conveyancer	Technical expert (architect, engineer, surveyor)	Other relevant professional
<b>Main function: does the professional typically work independently or as part of a firm or another organisation?</b>	Most real estate agents work independently (6,330) or in small firms of less than 10 employees, but also 10 firms with more than 100 employees exist.	Do not exist as a separate profession.	Lawyers are normally not involved (only in ca. 5 % of the cases) <sup>47</sup> .	60 % of the notaries are working as independent professionals	N/A	Do not exist as a profession	Nearly not employed in this context	Not applicable
<b>Extent of engagement (at which point(s) does each professional intervene in the process?)</b>	Matching parties ca. 50 % (25-50 % for the buyer, 75- 95 % for the seller) <sup>48</sup> .		If lawyers are involved, they draft the contract or do preliminary checks concerning administrative permissions.	Preliminary checks of the land register.  Usual for drafting the contract.  Mandatory for establishing the deed of				

<sup>46</sup> In some EU countries, the real estate property valuers are regulated as a profession that is separate from estate agents (e.g. Hungary, Lithuania, Latvia); their services might be obligatory, especially when taking mortgage loans.

<sup>47</sup> van Velten/Plaggemars in: Schmid (2007), 223.

<sup>48</sup> van Velten/Plaggemars in: Schmid (2007), 223.

				conveyance and the certification of signatures			
<b>Mandatory involvement</b>	Not mandatory but usual		Not mandatory and unusual	Mandatory	N/A		
<b>How are their fees/charges structured</b>	Freely negotiable Usually 1-3 % of the value of the transaction		Freely negotiable	Freely negotiable Typically not related to the value of the transaction			

## 4. Land registration

Table 8: Land registration	
<b>Responsible authority(ies) dealing with land registration</b>	The Dutch Cadastre, Land Registry and Mapping Agency (Kadaster) is an independent administrative agency, which, inter alia, is responsible for the <i>openbare registers</i> . This register contains all rights established in <i>registergoederen</i> , which includes land but also certain movables such as ships and aircrafts. Nonetheless, the <i>openbare register</i> will be referred to hereafter as land register. <sup>49</sup>
<b>Actors involved in the registration procedure and their main functions</b>	The Kadaster itself (hereafter referred to as Land Registry) and the notary who submits the registration documents typically via the system Web-ELAN <sup>50</sup> (since 2005).
<b>Intermediate steps of the registration procedure, if applicable</b>	Not relevant

<sup>49</sup> For details cf. [www.kadaster.nl](http://www.kadaster.nl) and a summary in English on [www.kadaster.com](http://www.kadaster.com).

<sup>50</sup> On the electronic system, cf. <https://www.kadaster.nl/-/web-elan>.

## 5. The process to buy or sell a property

## 5.1 Main steps in the transaction process to buy or sell a property

<b>Table 9: Main steps of the process to buy or sell a property</b>			
<b>Main steps</b>	<b>Main function</b>	<b>Applicable</b>	<b>National specificities/additional functions/main actors</b>
<b>Estate agent services</b>	Matching the parties	Usual	In the Netherlands, it is relatively common to involve a real estate agent in the transfer of ownership. However, the parties have become more active themselves. E.g., some sellers create the description including the photos of the property to be sold themselves. In addition, the marketing via internet has become increasingly important.
<b>Alternative matching devices</b>	Matching the parties	Usual	None
<b>Preliminary contract</b>	Securing the transaction before the final contract is concluded	Unusual	No form of the contract is required. Therefore, the real estate agent can provide a standard contract to the parties or the parties can conclude the contract by using standard forms without the involvement of a professional. Sometimes, a notary is already involved at this step. Very rarely, nearly exclusively in deals between businesses, lawyers draft the preliminary contracts.
<b>Preliminary checks (land register, administrative permits)</b>	Ensuring that the buyer knows all legal obligations and relevant features related to the property	Yes	The land register is checked by the notary; if administrative permits need to be checked, this may be done by a lawyer.
<b>Drafting the sales contract and/or deed of conveyance</b>	Summarising the agreement of the parties	Yes	Normally done by the notary; in commercial cases lawyers may be involved.
<b>Legal advice or counselling</b>	Ensuring that the transaction is valid and that the parties know about their rights and duties	Yes	Professional duty of the notary. Other professionals are normally not involved.

**Table 9: Main steps of the process to buy or sell a property**

<b>Certification of signatures</b>	Ensuring the validity of the agreement	Yes	Requirement of the registration and exclusive right of the notaries. Therefore, at this point a public notary is always involved.
<b>Contract execution (transfer of payment)</b>	Executing the contract (and securing that both parties perform their obligations)	Yes	Normally a notary is involved. The notaries receive typically the payment of the buyer and register the transfer of ownership before the notary transfers the payment to the seller.
<b>Contract execution (transfer of property)</b>	Executing the contract (and securing that both parties perform their obligations)	Yes	Normally a notary is involved.
<b>Registration</b>	Making the transaction visible to third parties and the public	Yes	The transaction is registered in the Land Register by the notary.
<b>Taxation (esp. transfer tax)</b>	Creating revenue for the state	Yes	The tax is collected by the notary. Normally, the contract is only executed after the tax payment has been received because the notary is liable for the payment of the taxes.
<b>Post-transaction controls (if applicable)</b>	Securing that the contract is duly executed	No	Often a notary is involved.

## 5.2 Sale contract and transfer of ownership

Table 10: Contract of sale and transfer of ownership

Main steps	Actors involved per intermediate step	Payment details <sup>51</sup>		Typical risks associated to these steps, if relevant
		Payments expressed : • In EUR as % of total purchase price <u>and</u> • As a fixed amount if available (add if VAT applies)	When is the payment made	
<b>Estate agent services or alternative matching devices</b>	Real estate agent or no matching devices.	Freely negotiable, typically 1-3 % of the value of the property; but some real estate agents also ask for a fixed amount.	After the conclusion of the sales contract.	None
<b>Preliminary contract (usual)</b>	Not usual	-	-	-
<b>Preliminary checks (land register, administrative permits)</b>	Checks of the land register are done by the notary.  Additional checks concerning administrative permits etc. may be done by a lawyer, but this is uncommon.	Fees are freely negotiable.  Typically, it is a fixed amount.  The price depends on the notary office chosen. The offers available on the internet indicate prices between 25 € and 85 € <sup>52</sup> .	No separate payment at this stage.	None

<sup>51</sup> Payment shall be considered as the 'discharge of an obligation by its settlement equal to the monetary value of the debtor's obligation' while fees can be defined as 'a charge for services rendered' (Retrieved from: <http://www.investorwords.com/3634/payment.html>, <http://www.investorwords.com/1922/fee.html>).

<sup>52</sup> Cf. e.g. <https://www.degoedkoopstenotarissen.nl/> or <http://www.notaristarieven.nl/>.

**Table 10: Contract of sale and transfer of ownership**

<b>Drafting the sales contract and/or deed of conveyance</b>	<p>The sales contract is often concluded using standard forms without professional help (except in the Amsterdam area where notarial intervention is usual). The real estate agent or a notary may assist the parties. In commercial cases, this contract can be concluded in any form (including orally); if the buyer is a consumer the written form is required.</p> <p>The deed of conveyance must be drafted by the notary.</p>	<p>Fees are freely negotiable and considerable differences may exist between various notaries</p> <p>Fixed amounts independent of the value of the transaction are more common</p> <p>The price depends on the notary office chosen. The offers available on the internet indicate prices between 245 € and 575 €<sup>53</sup>.</p>	After the service is performed.	The sales contract is already a binding contract, although it does not affect the ownership as such. Since that contract can be concluded without the participation of any legal experts, consumers may enter into a potentially detrimental contract with a high transaction value without any help by professionals.
<b>Legal advice or counselling</b>	Professional obligation of the notary, but potentially only after the binding sales contract has been concluded.	Fees freely negotiable, included in the fees for the drafting of the deed.	No separate payment at this stage. Included in comprehensive fee negotiated with notary.	N/A
<b>Certification of signatures</b>	The signatures of the deed of conveyance must be certified by the notary.	Fees freely negotiable, usually fixed amount. <sup>54</sup>	No separate payment at this stage. Included in comprehensive fee negotiated with notary.	N/A
<b>Contract execution (transfer of payment and registration; transfer of property)</b>	The notaries receive typically the payment of the buyer and register the transfer of ownership before the notary transfers the payment to the seller	Fees freely negotiable, included in the fees for the drafting of the deed.	No separate payment at this stage. Included in comprehensive fee negotiated with notary.	N/A

<sup>53</sup> Cf. e.g. <https://www.degoedkoopstenotaris.nl/> or <http://www.notaristarieven.nl/>.

<sup>54</sup> Offers between 2,5 € and 50 € per person could be found on 16 June 2017 for Amsterdam at [www.degoedkoopstenotaris.nl](http://www.degoedkoopstenotaris.nl/).

**Table 10: Contract of sale and transfer of ownership**

<b>Registration in land register or similar device</b>	Registered normally via digital means after the notary as received the payment of the selling-price and the transfer tax.	The land register will ask for a fixed amount (77 € if the deed is submitted electronically via the “KIK-systeem” or, otherwise, 126 €), the fee for the notary is included in the other fees.	No separate payment at this stage. Included in comprehensive fee negotiated with notary.	N/A
<b>Taxation (esp. transfer tax)</b>	The notary normally collects the transfer tax before registration of the deed in the land register and transfers the tax to the financial authorities afterwards. It is not mandatory for the notary to collect the transfer tax, but s/he is liable towards the financial authorities if the buyer does not pay the tax	For flats: 2%. For other immovables: 6 %.	Paid at the same time as the comprehensive fee negotiated with notary before registration.	
<b>Other steps</b>	After conclusion of the sales contract and before the certification of the deed of conveyance, a priority notice is normally registered in the land register by the notary (instead of preliminary contract usual in other systems).	After the conclusion of the sales contract and before the certification of the deed of conveyance.	No separate payment at this stage. Included in comprehensive fee negotiated with notary.	

**▲ Legal position of a tenant occupying the dwelling to be sold. In particular: Does the rule *emptio non tollit locatum* apply?**

The tenancy contract continues if the dwelling is sold. The new owner becomes the new landlord with all rights and obligations of the old landlord (Art. 7:226 BW). In addition, the possibility of the new landlord to terminate the tenancy contract if s/he wants to use the dwelling for her/himself may not be used within the first three years after the transfer of ownership (Art. 7:275(5)(b) BW).

## 5.3 Professional services performed in the real estate market related to buying and selling a property

Table 11: Professional services performed in the real estate market related to buying and selling a property

Services in the real estate market	Minimum standards for information provided by law, if applicable	Service providers involved	Quality of involvement (mandatory, optional; if optional, indicate whether usual or not)	Fees expressed: <ul style="list-style-type: none"> <li>• In EUR as % of total purchase price <u>and</u></li> <li>• As a fixed amount (if available)</li> </ul>
Estate agent services or alternative matching devices	None	Real estate agents	Optional but usual	Usually 1-3 % of the total purchase price.
Provision of mandatory information before the start of the transaction, if applicable	None	-	-	-
Preliminary contract (usual)	Unusual	-	-	-
Preliminary checks (land register, administrative permits)	Notary has to check the land register	Notary	Notary must provide information before s/he drafts the deed.	Usually fixed amount. The price depends on the notary office chosen. The offers available on the internet indicate prices between 25 € und 85 €. <sup>55</sup>

<sup>55</sup> Cf. e.g. <https://www.degoedkoopstenotaris.nl/> or <http://www.notaristarieven.nl/>.

**Table 11: Professional services performed in the real estate market related to buying and selling a property**

<b>Drafting the sales contract and/or deed of conveyance</b>	For the sales contract: none  For the deed of conveyance: the notary must provide full advice	Notary	Sales contract: frequent  Deed of conveyance: mandatory	Usually fixed amount. The price depends on the notary office chosen. The offers available on the internet indicate prices between 245 € and 575 €. <sup>56</sup>
<b>Legal advice or counselling</b>	The notary has to provide legal service at the stage of the deed of conveyance	Notary	Professional duty of the notary	Included in the price for the drafting of the deed of conveyance.
<b>Certification of signatures</b>	None	Notary	Mandatory	Usually fixed amount. The price depends on the notary office chosen. The offers available on the internet indicate prices between 2,5 € and 575 €. <sup>57</sup>
<b>Contract execution (transfer of payment; transfer of property)</b>	None	Notary	Usual	No separate payment usual.
<b>Registration in land register or similar device</b>	None	Notary	Mandatory	<ul style="list-style-type: none"> <li>• Fixed amount.</li> <li>• 77.00 €, if the “akte van levering” is submitted electronically via a system called “KIK-systeem”. This requires that the notary and the bank<sup>58</sup> use the system. Otherwise, in all cases in which the “KIK-systeem” is not or could not be used: 124.00 €.</li> </ul>

<sup>56</sup> Cf. e.g. <https://www.degoedkoopstenotaris.nl/> or <http://www.notaristarieven.nl/>.

<sup>57</sup> Cf. e.g. <https://www.degoedkoopstenotaris.nl/> or <http://www.notaristarieven.nl/>.

<sup>58</sup> This is available for the following banks: ING Bank, Rabobank, ABN AMRO, Florius, MoneYou, Aegon, SNS, Obvion, Regiobank, MUNT en BLG.

**Table 11: Professional services performed in the real estate market related to buying and selling a property**

<p><b>Taxation (esp. transfer tax)</b></p>	<p>None</p>	<p>Notary</p>	<p>The notary normally collects the transfer tax before registration of the deed in the land register and transfers the tax to the financial authorities afterwards. It is not mandatory for the notary to collect the transfer tax, but s/he is liable towards the financial authorities if the buyer does not pay the tax.</p>	<p>The transfer tax (Overdrachtsbelasting) depends on the type of property, which is transferred:</p> <ul style="list-style-type: none"> <li>• For flats: 2%;</li> <li>• For other immovables: 6 %.</li> </ul>
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## 5.4 Creating a Mortgage

Table 12: Mortgage requirements

Main steps to create a mortgage	Actors/institutions involved	Minimum standards for information	Additional requirements for consumer mortgages	Fees expressed: • In EUR as % of total purchase price <u>and</u> • As a fixed amount (if available)	Typical risks associated to these steps, if relevant
<b>Conclusion of credit and mortgage agreement with lender (bank)</b>	Bank	A set of information needs to be given because a mortgage credit is restricted in many ways. The credit must not exceed the value of the property mortgaged (from 2018; in 2017 101 % are allowed) and the financing (calculated on a period of 30 years) must not exceed a certain part of the income of the debtor.	In 2007 specific information duties and other requirements have been introduced for consumers in the Wet op het financieel toezicht (Wft) and the Gedragscode Contactorgaan Hypothecaire Financiers (CHF). The bank should make sure that the credit is not unreasonably high and needs to document in writing in which way the advice for the credit has been given.	No separate fee usual. The fees cannot be separated from the fees for the insertion of mortgage.	Despite new restrictions, the risk is associated to the fact that debtors may overstretch their personal financial capacities.
<b>Insertion of mortgage in the land register, usually at first rank</b>	Notary	The Notary must draft the deed of mortgage (Akte van hypotheek) and, thereby, s/he is obliged to provide legal advice.	None	Freely negotiable.  The prices differ strongly between the notaries. While some notaries relate the price to the value of the transaction, others	None

**Table 12: Mortgage requirements**

				have introduced fixed prices. <sup>59</sup>	
<b>Credit sum paid to mortgagor (buyer) or seller</b>	Notary	The Notary typically acts as escrow agent	None	No separate payment usual.	None

<sup>59</sup> For Amsterdam, e.g. the website [www.degoedkoopstenotaris.nl](http://www.degoedkoopstenotaris.nl) found on 25 June 2017, offers for the drafting of a deed of mortgage are between 605 € and 1209 € as fixed price offers independent of the value of the transaction. For Delft, offers between 550 € and 1023 € could be found, and in Groningen the 8 notaries that provided the prices on the website are offering those services between 602 € and 669 €. All prices include the fees for the registration in the Landregister (normally 77 €) and 21 % VAT.

## 6. The process to rent or let a property

### 6.1 Main steps in the transaction process to rent and let a property

<b>Table 13: Main steps of the process to rent and let a property</b>	
<b>Main steps</b>	<b>Process involved<sup>60</sup></b>
<b>Finding and matching landlords and tenants</b>	Landlords find tenants either through the use of personal knowledge of potential tenants or through friends that know someone who wants to rent the flat/house, by using advertisement in the internet or in newspapers or by requesting the help of a real estate agents.
<b>Information search by landlords or tenants (e.g. about salary, outstanding debts)</b>	<p>The landlord normally requests following information:</p> <ul style="list-style-type: none"> <li>• Proof of income (showing the last payslip or similar);</li> <li>• Work contract or declaration of the employer about the working position of the tenant;</li> <li>• ID or passport.</li> </ul> <p>Additionally, the following information is sometimes required:</p> <ul style="list-style-type: none"> <li>• Declaration of the former landlord that the rent has been paid (<i>verhuurdersverklaring</i>);</li> <li>• Bank account statement;</li> <li>• Statement of the register of residents (<i>bevolkingsregister</i>).</li> </ul>
<b>Inspection of the property by tenants (in some cases with the help of professionals)</b>	The use of professional help for the inspection of property by the tenant is very unusual. Normally the tenant visits the flat once before the contract is signed.
<b>Delivery of mandatory information to tenants prior to the conclusion of the contract (if relevant)</b>	Other than the energy performance certificate, the landlord faces no requirements to provide mandatory information to the tenant.

<sup>60</sup> Explain more precisely to what extent each step is relevant and how the step is performed

**Table 13: Main steps of the process to rent and let a property**

<b>Delivery of energy performance certificate to tenant</b>	An energy performance certificate must be provided before the conclusion of the contract.
<b>Provision of additional guarantees to landlord, if relevant</b>	Additional guarantees other than the deposit are normally not requested in the Netherlands
<b>Conclusion of the contract in the usual form (e.g. oral, written, preformulated)</b>	Written contracts are highly usual but not mandatory. Oral contracts are possible.
<b>Rent payment and deposit (e.g. bank account)</b>	The deposit is usually paid to a separate account, the rent is usually paid by bank transfer to the owner's account.
<b>Registration of the contract in the land register (e.g. excluded, optional or mandatory; if optional, indicate if usual and/or recommendable)</b>	A register for rent contracts does not exist in the Netherlands.

## 6.2 Rent contract

<b>Table 14: Rent contract</b>				
<b>Main steps</b>	<b>Actors involved per intermediate step</b>	<b>Payment details<sup>61</sup></b>		<b>Typical risks associated to these steps, if relevant</b>
		<b>Payments expressed :</b> • In EUR as % of total purchase price <u>and</u> • As a fixed amount if available (add if VAT applies)	<b>When is the payment made</b>	
<b>Finding and matching the parties</b>	Real estate agent or none	Subject to agreement of the parties	Subject to agreement of the parties	None
<b>Information search by landlord on tenant (e.g. about salary, outstanding debts)</b>	Tenant (Tenant's bank, employer, former landlord, register of residents) – no professional service provider.	None	None	None
<b>Inspection of the property by tenant (in some cases with the help of professionals)</b>	Involvement of professionals on the side of the tenant is highly unusual. The tenant normally visits the flat once before s/he signs the contract. The tenant might be led by the real estate agent of the landlord.	No costs for the tenant, because no professional is involved. The costs for the landlord are part of the overall agreement with no separate costs for each presentation of the flat.	No extra payment	The tenant is not represented by a professional and might oversee problems related to the flat. This is, however, not a problem reported commonly.
<b>Delivery of mandatory information to tenant prior to the conclusion of the contract</b>	None, but the energy performance certificate	No separate payment usual	n/e	-

<sup>61</sup> Payment shall be considered as the 'discharge of an obligation by its settlement equal to the monetary value of the debtor's obligation' while fees can be defined as 'a charge for services rendered' (Retrieved from: <http://www.investorwords.com/3634/payment.html>, <http://www.investorwords.com/1922/fee.html>).

Table 14: Rent contract

<b>Delivery of energy performance certificate to tenant</b>	<p>The energy performance certificate is delivered by the landlord (or his/her real estate agent) to the tenant. The energy performance certificate can be obtained by submitting digitally all information via the Website <a href="https://www.energielabelvoorwoningen.nl">https://www.energielabelvoorwoningen.nl</a>.</p> <p>An accredited expert (energy adviser, estate agent or structural surveyor) listed at the website will check the information submitted digitally and issue the certificate (valid for 10 years).</p>	<p>For the issuing of the energy performance certificate (valid for 10 years) the landlord needs to choose and pay a registered expert, who must check the information provided and evidence uploaded. Only the expert must be paid. The price to be paid depends on the expert chosen. It is reported that this is in any event less than hundred Euros; normally between 20€ and 50€.</p>	<p>Only in the process of the creation of the energy performance certificate the fee must be paid after the submission of all information and before the certificate is finally issued. The price is to be paid directly to the expert that controls the information provided.</p>	-
<b>Conclusion of the contract in the usual form (e.g. oral, written; if written, indicate whether preformulated are usual)</b>	<p>No formal requirements – general contract law rules for the conclusion of the contract apply without modification.</p> <p>The contract is typically concluded by using the help of a real estate agent or using standard formulas</p>	No separate payment	Nether	<p>Since no legal professional is involved, unprofessional landlords and tenants might oversee problems related to the contract. This is, however, not commonly reported. This might be largely since standard contracts, which are typically used, are available easily.</p>
<b>Rent payment and deposit (e.g. bank account)</b>	<ul style="list-style-type: none"> <li>• Bank</li> <li>• For the deposit: blocked account or bank guarantee</li> </ul>	<p>The deposit is not regulated in detail but shall not be unreasonably high (Art. 7:264 Dutch Civil Code (BW)).</p>	<p>For the deposit: Before the beginning of the contract</p>	None

**Table 14: Rent contract**

		<p>One month's rent is usual. Up to three months' rents are usually not considered as unreasonably high and, therefore, as legal.</p> <p>For most residential property, the maximum rent is regulated according to a point system. According to the quality, location, equipment etc. of the dwelling, points are attributed. If the dwelling does not receive more than 142 points (which applies to 92 % of dwellings available at the rental market), the maximum rent is regulated. If more than 142 points are reached, the rent is free and entirely subject to party agreement.<sup>62</sup></p>	<p>For the rent: Monthly</p>	
<p><b>Registration of the contract in the land register or other device (excluded, optional or mandatory)</b></p>	<p>A register for tenancy contracts does not exist in the Netherlands.</p>			

<sup>62</sup> For details cf. Haffner/van der Veen/Bounjouh (2014).

## 6.3 Professional services performed in the real estate market related to renting and letting a property

Table 15: Professional services performed in the real estate market related to renting and letting a property

Services in the real estate market	Minimum standards for information provided by law, if applicable	Service providers involved	Quality of involvement (e.g. mandatory; exclusive rights)	Fees expressed: <ul style="list-style-type: none"> <li>• In EUR as % of total purchase price <u>and</u></li> <li>• As a fixed amount (if available)</li> </ul>
<b>Finding and matching landlords and tenants</b>	None	Real estate agents (or no service provider at all).	The involvement of a real estate agent is usual, but not mandatory.	Fees are subject to the agreement of the parties. According to standing case law, the tenant does not have to pay for the real estate agent unless the tenant has asked an agent to search a flat for him/her. <sup>63</sup> In addition, as of 1 June 2016, the tenant does not have to pay a fee if the landlord has asked the real estate agent to find a tenant for that flat (Art. 7:417, 7:427 Dutch Civil Code (BW)). <sup>64</sup>
<b>Information search by landlords or tenants</b>	None	No service provider is involved.	All information required by the landlord are collected and delivered by the future tenant.	-
<b>Inspection of the property by tenants</b>	None	Typically, the tenant visits the flat once before s/he signs the tenancy agreement.	The involvement of a professional is very unusual.	-

<sup>63</sup> Rechtbank Amsterdam 13 March 2013, ECLI:NL:RBAMS:2013:BZ6442.

<sup>64</sup> Cf. Wet van 23 december 2015 tot wijziging van artikel 417, vierde lid, en van artikel 427 van Boek 7 van het Burgerlijk Wetboek in verband met het tegengaan van het berekenen van dubbele bemiddelingskosten, online at: <https://zoek.officielebekendmakingen.nl/stb-2016-20.html>.

On the act cf. also the information by the Dutch government at: <https://www.rijksoverheid.nl/onderwerpen/huurwoning/vraag-en-antwoord/bemiddelingskosten-betalen-huurwoning-kamer>.

**Table 15: Professional services performed in the real estate market related to renting and letting a property**

<b>Delivery of mandatory information to tenants prior to the conclusion of the contract</b>	Other than the energy performance certificate, no mandatory information is provided.			-
<b>Conclusion of the contract in the usual form</b>	No minimum standards. The contract is usually concluded in writing.	Normally	n/e	
<b>Rent payment and deposit</b>	None	Bank	Usual	<p>One month' rent is usual. Up to three months' rent are usually not considered as unreasonably high and, therefore, legal.</p> <p>The deposit is not regulated in detail but shall not be unreasonably high (Art. 7:264 Dutch Civil Code (BW)).</p> <p>For most residential property, the maximum rent is regulated according to a point system. According to the quality of the dwelling, points are attributed. If the dwelling does not receive more than 142 points (92 % of dwellings available on the rental market), the maximum rent is regulated. If more than 142 points are reached, the rent is subject to party agreement.<sup>65</sup></p>
<b>Registration of the contract in the land register</b>	No registration in the Netherlands			

<sup>65</sup> For details cf. Haffner/van der Veen/Bounjouh (2014).

## 7. Professional services regulation: notaries

## 7.1 Market entry and structure regulation

Table 16: Market entry and structure regulation

	Regulation	
<b>Subjective requirements</b>	<i>Qualifications (diplomas, exams, concours) required to become a notary in your country:</i>	<ul style="list-style-type: none"> <li>• University degree in notarial law;</li> <li>• At least six years practice as a “candidate notary” under the supervision of a notary (Art. 31 para. 1 Wna);</li> <li>• Three years of professional education during the aforementioned six years, which ends with an exam (Art. 33 para. 1 Wna).</li> </ul>
<b>Objective requirements</b>	<i>Do numerus clauses and other objective requirements exist?</i>	<p>The notary needs to be appointed for a certain area by the Ministry of Justice (Art. 6 para. 2 Wna).</p> <p>To be appointed the candidate must submit a business plan, showing that s/he can run a sound and profitable office (extending to a period of three years, Art. 7 Abs. 2 Wna).</p>
<b>Citizenship requirements</b>	<i>Are foreign candidates admitted de iure and also de facto under the same conditions as nationals?</i>	Yes
<b>Inter-professional cooperation</b>	<i>Are forms of collaboration between notaries and other professionals allowed and usual?</i>	It is allowed but 60 % of the notaries work independently.
<b>Business structure</b>	<i>Are notary associations/corporations allowed?</i>	Inter-professional cooperation is allowed between notaries, lawyers and tax advocates. The cooperation must not affect the neutrality or impartiality of the notary.

**Table 16: Market entry and structure regulation**

<b>Geographical limitations</b>	<i>Are there limitations with respect to the area in which the notary can exercise his/her activities (e.g. at the regional or municipal level)?</i>	The notary is appointed for a region and may not establish an office outside this region but may provide service wherever s/he likes.
	<i>Are these limitation restricted to specific tasks?</i>	No

## 7.2 Market conduct regulation

**Table 17: Market conduct regulation**

	<b>Regulation</b>	
<b>Exclusive rights</b>	<i>Specify for which transactions or parts of them only notaries may act against payment.</i>	The involvement of a notary is mandatory for the draft of the deed of conveyance and the deed of mortgage.
<b>Duty to provide services</b>	<i>Are notaries allowed to refuse a request to act?</i>	The Dutch notary has the duty to provide services ( <i>ministerieplicht</i> ) in core functions such as authenticating documents or certifying signatures (Art. 21 Wna).
<b>Professional standards</b>	<i>How are professional standards regulated? What are the tasks of the professional representation (e.g. Chamber of Notaries) in this context?</i>	Notaries are subject to a set of statutory duties under Dutch law (Wna) and regulations elaborated by the Dutch Notarial Organisation (KNB), such as the duty to inform the parties of the results of the various checks, or to inform the parties on the consequences of certain contractual arrangements including their alternatives. Details have been settled by self-regulation of the KNB and by verdicts of the local Chamber of Notaries.
<b>Mandatory intervention</b>	<i>Is the intervention of a notary required for the registration procedure</i>	For the registration, a deed by a notary is required.
<b>Compulsory indemnity insurance</b>	<i>Is indemnity insurance compulsory? If yes, what is the indicative amount of the insurance? List the different types of indemnity insurance (if applicable).</i>	<ul style="list-style-type: none"> <li>• Yes</li> </ul>

<b>Table 17: Market conduct regulation</b>		
		<ul style="list-style-type: none"> <li>1.000.000 € insurance by each notary individually and by the Dutch Notarial Organisation. 24.000.000 € as additional collective insurance.</li> </ul>
<b>Continuing education</b>	<i>Do forms of continuing education exist? If yes, is continuing education mandatory?</i>	Continuing education is mandatory and managed by the Dutch Notarial Organisation (KNB). Within two years, every notary must earn 40 “opleidingspunten”. For each hour of professional education, 1 point is awarded. Most seminars are offered by external institutions. The program needs to be recognized by the KNB on request of the institution that offers the courses. Some seminars are also offered by the KNB itself. In addition, points can be awarded for functions within the self-administration of the KNB. <sup>66</sup>
<b>Advertising restrictions</b>	<i>Are there limitations on advertising?</i>	No special restriction for notaries applies. Only general law on commercial advertisement is applicable.
<b>Fee regulation</b>	<i>Explain the notarial fees system briefly. In particular: Are notarial fees fixed by statute and which party has to bear them.</i>	The notary is normally paid by the buyer. The fees are de-regulated since 1999 and can be freely negotiated by the parties.

<sup>66</sup> For details cf. <https://www.knb.nl/de-notaris/het-beroep-notaris/permanente-educatie>.

8. Professional services regulation: lawyers or other licensed conveyancers (only relevant if legally admitted to perform real estate transactions and/or to assist the conclusion of tenancy agreements)

8.1 Market entry and structure regulation

Table 18: Market entry and structure regulation		
	Regulation	
<b>Subjective requirements</b>	<i>Conditions (diplomas, exams, concours) required to become a lawyer in your country.</i>	Not relevant in the Netherlands for the real estate market.
<b>Objective requirements</b>	<i>Do numerous clauses and other objective requirements exist?</i>	
<b>Citizenship requirements</b>	<i>Are foreign candidates admitted de iure and also de facto under the same conditions as nationals?</i>	
<b>Inter-professional cooperation</b>	<i>Are forms of collaboration between lawyers and other professionals allowed and usual?</i>	
<b>Business structure</b>	<i>Are lawyer associations/corporations allowed?</i>	
<b>Geographical limitations</b>	<i>Are there limitations with respect to the area in which the lawyer can exercise his/her activities (e.g. at the regional or municipal level)?</i>	
	<i>Are these limitation restricted to specific tasks?</i>	

## 8.2 Market conduct regulation

Table 19: Market conduct regulation

	<b>Regulation</b>	
<b>Exclusive rights</b>	<i>Transactions or parts of them only lawyers may act against payment</i>	Not relevant in the Netherlands for the real estate market.
<b>Neutrality</b>	<i>Is the lawyer allowed to act on behalf of both parties involved in the transaction? In this case, what type of fees apply and which party has to bear them?</i>	
<b>Duty to provide services</b>	<i>Are lawyers allowed to refuse a request to act?</i>	
<b>Professional standards</b>	<i>How are professional standards regulated? What are the tasks of the professional representation (e.g. Chamber of Lawyers/Advocates) in this context?</i>	
<b>Compulsory indemnity insurance</b>	<i>Is indemnity insurance compulsory? If yes, what is the indicative amount of the insurance? List the different types of indemnity insurance (if applicable):</i>	
<b>Continuing education</b>	<i>Do forms of continuing education exist? If yes, is continuing education mandatory?</i>	
<b>Advertising restrictions</b>	<i>Are there limitations on advertising?</i>	
<b>Fee regulation</b>	<i>Explain the lawyer fee system briefly. In particular: Are lawyer fees fixed by statute and which party has to bear them.</i>	

## 9. Professional services regulation: estate agents

## 9.1 Market entry and structure regulation

Table 20: Market entry and structure regulation

	Regulation	
<b>Subjective requirements</b>	<i>Qualifications (level and duration of education and training, diplomas, exams, traineeships or professional experience requirements, concours) required to become an estate agent in your country. Other access requirements for a professional (such as compulsory membership in professional bodies/compulsory registration, minimum age requirements, clean criminal record, etc.)</i>	Real estate agents do not need a licence or a special education.  If the real estate agent wants to register in the “Het kwaliteitsregister van Makelaars” of the Stichting VastgoedCert or wants to become a member of one of the three professional organisations, special education requirements based on self-regulation need to be fulfilled. This is not, however, mandatory but may be important for marketing purposes. The requirements differ depending on the organisation chosen by the real estate agent.
<b>Objective requirements</b>	<i>Do numerous clauses and other objective requirements exist?</i>	No
<b>Licence requirements</b>	<i>Are estate agents licenced or do they work as employees?</i>	No licence required. Real estate agents typically work independently, but also large firms exist.
<b>Citizenship requirements</b>	<i>Is unlimited access to the profession granted to foreign professionals de iure and de facto?</i>	Yes
<b>Inter-professional cooperation</b>	<i>Are estate agents allowed to exercise another profession or business activity? Is inter-professional cooperation regulated?</i>	Not regulated
<b>Business structure</b>	<ul style="list-style-type: none"> <li>• <i>Share of estate agent acting as sole practitioners and as companies (if data are available)?</i></li> <li>• <i>Can the agent be employed by another agent or establish a partnership with other agents?</i></li> <li>• <i>Are there any restrictions on the corporate structure of a real estate enterprise (such as</i></li> </ul>	Not regulated

**Table 20: Market entry and structure regulation**

	<i>voting rights reserved to qualified members of a profession, shareholding requirements etc.)?</i>	
<b>Geographical limitations</b>	<ul style="list-style-type: none"> <li>• <i>Are there limitations with respect to the area in which the estate agent can exercise his/her activities (e.g. at the regional or municipal level)?</i></li> </ul>	No limitations
	<ul style="list-style-type: none"> <li>• <i>Are these limitation restricted to specific tasks?</i></li> </ul>	

## 9.1 Market conduct regulation

**Table 21: Market conduct regulation**

	<b>Regulation</b>	
<b>Neutrality</b>	<i>Is neutrality regulated? Is the agent allowed to act on behalf of both parties involved in the transaction? In this case, what type of fees applies and which party bears these?</i>	Not regulated
<b>Professional standards</b>	<i>How are professional standards regulated? Are entities or associations ensuring the professional representation and respect of rules of good practice (e.g. association of real estate professionals)?</i>	Not regulated by law. Only if real estate agents are voluntary members of one of the three professional organisations.
<b>Compulsory indemnity insurance</b>	<i>Is indemnity insurance compulsory for estate agents? If yes, what is the indicative amount of the insurance?</i>	Only if they are voluntary members of a professional organisation, which requires compulsory insurance.

**Table 21: Market conduct regulation**

		<p>The largest professional organisation, the NVM<sup>67</sup>, has laid down the requirements on compulsory insurances in art. 9 of its Regulation on Membership and Admission (RLA)<sup>68</sup>.</p> <p>According to art. 9 (3) RLA the compulsory insurance for NVM-members must fulfil the following minimum criteria: 450,000 € for professional liability (<i>beroepsaansprakelijkheid</i>) for each event and at least 900,000 € for professional liability for each year and 450,000 € for company liability (<i>bedrijfsaansprakelijkheid</i>) for each event and year.</p>
<b>Continuing education</b>	<i>Do forms of continuing education exist? If yes, is continuing education mandatory? What are the requirements related to the content and duration of continuing education? What are the consequences of non-compliance?</i>	<p>Only if they are voluntary members of a professional organisation, which requires continuing education.</p> <p>The largest professional organisation, the NVM, has laid down several requirements for continuing education. According to art. 13 RLA, the NVM or a section (professional group) of the NVM of which the real estate agent is a member, can, at any time, decide that the participation on a seminar or course is mandatory. In addition, the real estate agent must follow the yearly program of the NVM and the sections of which s/he is a member within a time of two years.</p>
<b>Advertising restrictions</b>	<i>Are there limitations on advertising?</i>	None
<b>Fee regulation</b>	<i>Are fees limited by statute? Which party is responsible for their payment?</i>	Freely negotiable, usually 1-3 % of the value of the transaction, sometimes fixed amount.
<b>Compulsory membership in professional bodies/compulsory registration</b>	<i>Is membership in professional bodies compulsory? If so, what are the membership conditions and the membership fees? Does the professional body have a supervisory or another important regulatory role?</i>	No

<sup>67</sup> Full name: Nederlandse Vereniging van Makelaars en Taxateurs in onroerende goederen NVM.

<sup>68</sup> Reglement Lidmaatschap en Aansluiting (RLA) Online available at:

<https://www.nvm.nl/~media/files/nvmopenbaar/over%20nvm/lidmaatschapszaken/reglement%20lidmaatschap%20aansluiting.pdf>.

## 10. The real estate market

## 10.1 Transaction costs for sample transactions

Table 22: Transaction costs VAT excluded						
	Estate agent <sup>69</sup>	Technical services (if usual)	Legal services	Land register fee	Transfer tax/stamp duty	Total usual transfer costs
<b>€100,000 sales price (no mortgage)</b>	1.000 € - 3.000 €	Unusual in the Netherlands.	Between 330 € and 660 €, depending on the region and the notary office chosen.	77 € the deed is submitted electronically via the "KIK-systeem" or otherwise 126 €	<ul style="list-style-type: none"> <li>If a flat: 2.000 €</li> <li>If a house: 6.000 €</li> </ul>	<i>Impossible to indicate due to price differences mentioned in previous columns.</i>
<b>€100,000 sales price + 100.000€ mortgage</b>	1.000 € - 3.000 €		Between 480 € and 1.500 €, depending on the region and the notary office chosen.	154 € the deed is submitted electronically via the "KIK-systeem" or otherwise 252 €	<ul style="list-style-type: none"> <li>If a flat: 2.000 €</li> <li>If a house: 6.000 €</li> </ul>	<i>Impossible to indicate due to price differences mentioned in previous columns.</i>
<b>€250,000 sales price (no mortgage)</b>	2.500 € - 7.500 €		Between 330 € and 660 €, depending on the region and the notary office chosen.	77 € the deed is submitted electronically via the "KIK-systeem" or otherwise 126 €	<ul style="list-style-type: none"> <li>If a flat: 5.000 €</li> <li>If a house: 15.000 €</li> </ul>	<i>Impossible to indicate due to price differences mentioned in previous columns.</i>
<b>€250,000 sales price + 250,000€ mortgage</b>	2.500 € - 7.500 €		Between 480 € and 1.500 €, depending on the region and the notary office chosen.	154 € the deed is submitted electronically via the "KIK-systeem" or otherwise 252 €	<ul style="list-style-type: none"> <li>If a flat: 5.000 €</li> <li>If a house: 15.000 €</li> </ul>	<i>Impossible to indicate due to price differences mentioned in previous columns.</i>

<sup>69</sup> An agent usually receives a percentage of the transaction value.

**Table 22: Transaction costs VAT excluded**

<b>€500,000 sales price (no mortgage)</b>	5.000 € - 15.000 €		Between 330 € and 660 €, depending on the region and the notary office chosen.	77 € the deed is submitted electronically via the "KIK-systeem" or otherwise 126 €	<ul style="list-style-type: none"> <li>• If a flat: 10.000 €</li> <li>• If a house: 30.000 €</li> </ul>	<i>Impossible to indicate due to price differences mentioned in previous columns.</i>
<b>€500,000 sales price + €500,000 mortgage</b>	5.000 € - 15.000 €		Between 480 € and 1.500 €, depending on the region and the notary office chosen.	154 € the deed is submitted electronically via the "KIK-systeem" or otherwise 252 €	<ul style="list-style-type: none"> <li>• If a flat: 10.000 €</li> <li>• If a house: 30.000 €</li> </ul>	<i>Impossible to indicate due to price differences mentioned in previous columns.</i>
<b>%VAT applicable</b>	22% VAT		22 % VAT needs to be added	No	No	No

## 10.2 Transaction features

**Table 23: Transaction features**

<b>Transaction / service</b>	<b>Party bearing the costs of intermediation service (buyers or sellers, landlords or tenants)</b>	<b>Indicate fees as expressed in the contract:</b>	<b>Possible hidden costs faced by buyers or tenants, if applicable</b>
	<b>Costs expressed:</b> <ul style="list-style-type: none"> <li>• In EUR as % of total purchase price <u>and</u></li> <li>• As a fixed amount (if available)</li> </ul>	<ul style="list-style-type: none"> <li>• In EUR as % of total purchase price <u>and</u></li> <li>• As a fixed amount (if available)</li> </ul>	
<b>Estate agents</b>	Buyer, landlord	In case of sale, usually expressed as 1-3 % of the total purchase price	None
<b>Technical services</b>	Unusual	-	-

**Table 23: Transaction features**

<b>Legal services</b>	Buyer (usually)	Usually as fixed amount: <ul style="list-style-type: none"> <li>Between 330 € and 660 €, depending on the region and the notary office chosen (no mortgage);</li> <li>Between 480 € and 1.500 €, depending on the region and the notary office chosen (with mortgage).</li> </ul>	None
<b>Land register fees</b>	Buyer	Fixed amount 77 € or 126 €	None
<b>Taxes on conveyancing</b>	None		
<b>Transfer taxes</b>	Buyer	2 % in case of a flat, 6 % in case of other immovables	None

### 10.3 Taxes during the process of buying and selling a property

**Table 24: Taxes related to buying and selling a property**

	<b>Relevance of the tax</b>	<b>When to pay the tax as part of the process of buying or selling</b>	<b>Tax amount (expressed in EUR as % of total purchase price <u>and</u> as a fixed amount if available)</b>
<b>Registration tax<sup>70</sup></b>	No		
<b>Mortgage tax</b>	No		
<b>Cadastral tax</b>	No		
<b>Stamp tax</b>	No		

<sup>70</sup> Registration taxes are public levies associated with the registration act. They are not to be confused with registration fees, i.e. the payment required by the registration office to carry out the registration. Registration fees are contained in Table 10.

<b>Transfer tax (tax on the acquisition of property)</b>	Yes	After registration, typically paid to the notary at the time the sales price is paid as well, i.e. shortly before registration.	2 % in case of a flat, 6 % in case of other immovables
<b>Archives tax</b>	No		

#### 10.4 Taxes during the process of renting and letting a property

**Table 25: Taxes related to renting or letting a property**

	<b>Relevance of the tax</b>	<b>When to pay the tax in the process of renting or letting</b>	<b>Tax amount (expressed in EUR as % of total purchase price <u>and</u> as a fixed amount if available)</b>
<b>Registration tax</b>	No		
<b>Stamp tax</b>	No		
<b>Other taxes concerning the use of the property, if applicable</b>	Yes	Normally, landlords do not pay income tax on the rent. A property tax of 1.2 % is, however, to be paid if the value of the property exceeds 24,437 € (48.874 € for married couples). The value of the flat rented out forms part of the value of the private property.	

## 11. Consumer situation in the market

## 11.1 Consumer rights

Table 26: Consumer rights

<b>Are there specific consumer rights in the context of real estate transactions and residential tenancies in your country?</b>  <b>In particular: are residential tenants treated as consumers?</b>	<i>With respect to buyers</i>	Special consumer rights do not exist in this context.
	<i>With respect to sellers</i>	Special consumer rights do not exist in this context.
	<i>With respect to tenants</i>	Generally, there is a high level of tenant protection for residential tenants, but no specific consumer protection rules apply.
	<i>With respect to landlords</i>	Special consumer rights do not exist in this context.
<b>If relevant, which existing marketing practices are non-compliant with national consumer legislation?</b>	No such practices are known	
<b>If relevant, which existing marketing practices are non-compliant with EU consumer legislation?</b>	No such practices are known	
<b>Are there existing marketing practices detrimental to consumers, even if not necessarily illegal, in both domestic and cross-border transactions?</b>	<p>No, there are not many reports of complains against professional service providers in the Netherlands. This holds true for both, notaries and real estate agents. Precise information is, however, not available.</p> <p>Despite the rather elevated level of quality of notaries in the Netherlands, after the deregulation of the notary system, a wide discussion about the effect of the new deregulation on the quality of the services of notaries started. Some cases of fraud and bankruptcy to the damage of consumers have been observed and largely debated. However, it is not clear to which extent these exceptional cases may be linked to the deregulatory measures. In general, several theoretical and empirical studies tried to examine how the quality developed, coming partly to totally opposing results.<sup>71</sup></p>	

<sup>71</sup> Studies suggesting that the deregulation was a success e.g. *Commissie Evaluatie Wet op het notarisambt* (2005).

For studies that suggests that the deregulation led to a decrease in quality cf. *Kuijpers/Noaillye/Vollaard* (2005); *Nahuis/Noailly* (2005).

For discussion in the literature see e.g. *Plaggemars* (2011), 315 et seq., who is very critical about the reform and *Van den Bergh/Montangie* (2006), *Journal of Comparative Law and Economics*, 289 at 203 et seq. who are also very critical.

## 11.2 Consumer complaints

<b>Table 27: Consumer complaints</b>	
<b>How often do buyers and sellers complain due to arising legal issues (e.g. invalid contract, missing information, hidden defects, missing building permit, delay in payment)?</b>	Rarely, no precise information available
<b>How often do tenants and landlords complain due to arising legal issues (e.g. invalid contract, missing information, increase of rent, termination of the contract without proper notice)?</b>	Rarely, no precise information available
<b>Are consumer complaints against a professional service provider frequent, in particular as regards the fees and quality or service?</b>	No precise information available. After the deregulation of the notary system, some cases of fraud and bankruptcy to the damage of consumers have been observed and largely debated. However, it is not clear to which extent these exceptional cases may be linked to the deregulatory measures.
<b>To whom can consumers complain (e.g. local or national administration, consumer protection agencies)? And through which means (e.g. formal letter, online form)? Is the procedure effective (in particular: average time needed for reply, solutions available for redress)?</b>	<p>The Dutch Notarial Organisation (KNB) informally moderates cases of conflicts with a notary. If no solution is reached, the client can contact a special arbitration tribunal (Geschillencommissie Notariaat) for claims up to 10.000 €, which binds the notary or can refer the case to a court of law. The consumer can, in any event, start a court proceeding, also after the decision of the special arbitration tribunal.</p> <p>For real estate agents, no general ADR-System exists. If the real estate agent is a voluntary member of one of the three professional organisations, the professional organisation will provide a dispute settlement procedure. Otherwise, the customer may only turn to a court.</p>