

Suspension of rent due to defects? Tenant watch out!

In practice it happens regularly. A tenant who is fed up with it. Whether it is residential or business accommodation, there are defects that cannot be solved. There are leaks, there is draught, the rented property is far too hot or too cold. Despite several reminders, the landlord does nothing about it. And then what?

The solution that many tenants choose if they think it takes too long? Just not paying the rent for a while. If the landlord repairs the defect, the rent will be paid in retrospect. This means a temporary suspension of the rent payment.

In itself that sounds logical. What better way to persuade the landlord to take action than by hitting them in the wallet?

Nevertheless, a tenant should handle this carefully. According to established case law, rent can only be suspended if the defect is serious enough. In addition, it is important that the suspension must be proportional to the loss of rental enjoyment. If, despite a defect, it is still possible to use the rented property, it is not permitted to suspend the rent altogether. In practice, however, it often happens that the tenant completely suspends the rent.

A judgment of the District Court of North Holland, published at the beginning of this year, shows an example of how things can go wrong for the tenant. The ruling concerned business premises that were rented to a car rental company. At a certain point, a fire started in the rented premises, after which the business premises were damaged. A few months after the fire, the smoke and soot damage was repaired. However, the renter had suspended the entire rental payment, even after the repair, due to the cause of the defect. It had been established that the damage had occurred because the lessor had installed fire-resistant doors that did not close sufficiently.

The court, however, found this entire suspension to go too far. In general, the fact that the fire-resistant doors did not close properly was no reason to suspend the rent in full. It came down to the fact that the tenant had to pay the full rent with interest and fines. Read the entire judgment [here](#).

Are you in doubt whether you can suspend the rent or do you want to know what other possibilities there are for remedying defects? Feel free to contact us.

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