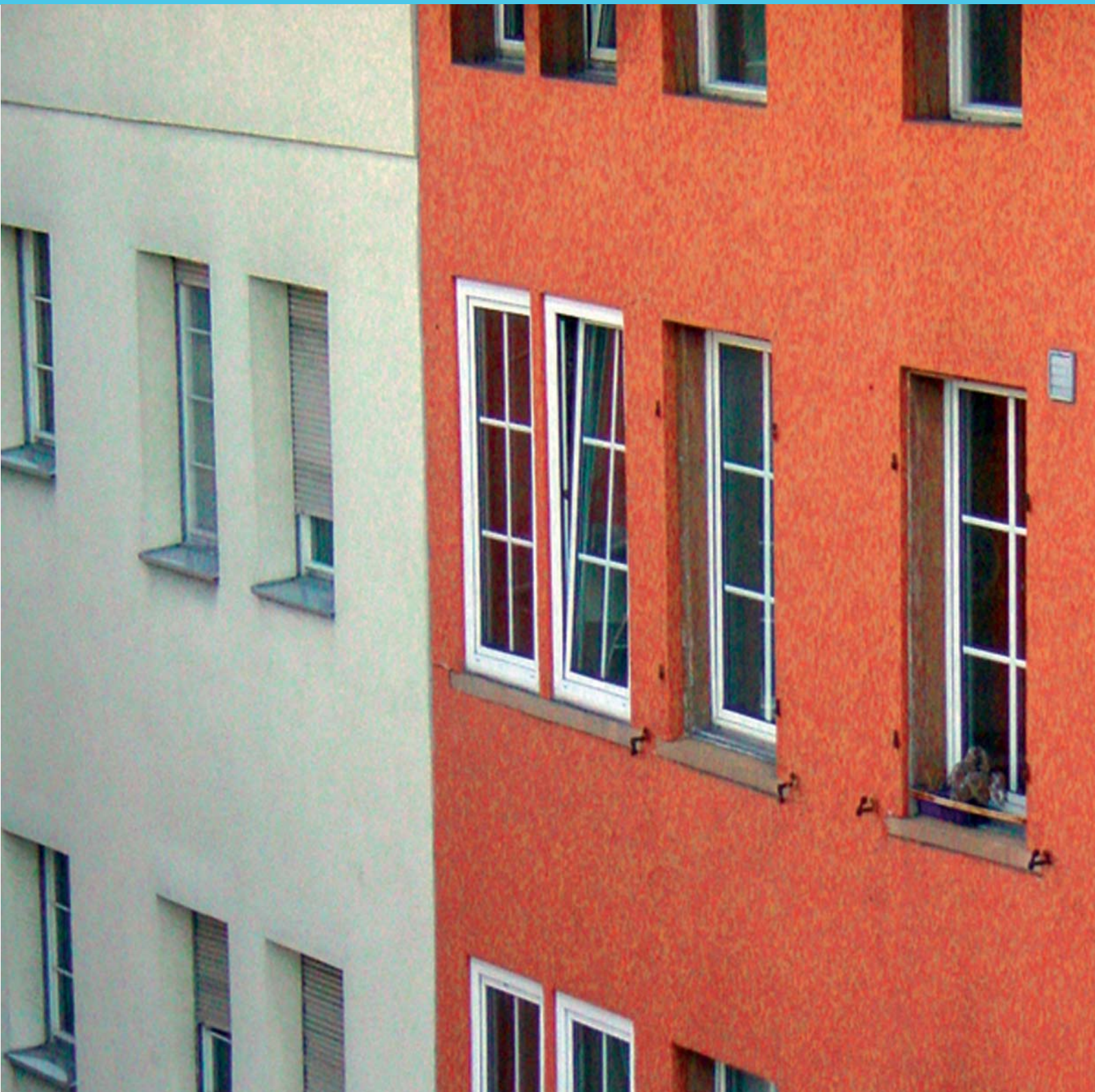


Living in Switzerland

All the information you need when renting a flat





In Switzerland two out of three people live in rented flats. The law and the respective rental contract lay down the rental terms. Nevertheless it is not easy to know all your rights and duties!

This brochure will provide you with relevant information and references regarding advice centres.

Summary:

- **Who is who?** The most important parties involved
- **Renting a flat:** The most important dispositions
- **Living together:** Getting on with your neighbours
- **Good to know:** A few tips to make your everyday life easier
- **Information and advice centres:** Where to seek individual information and advice

Who is who?

- **The landlord** owns the flat. He does not live in it himself but rents it out to someone else (tenant).
- **The tenant** does not buy a flat but lives in it for a certain period of time. In exchange he pays rent to the landlord, usually in monthly dues.
- Often the landlord assigns a **property administration company** to settle all matters concerning the rent (and the tenants).
- Especially in large real estate/realty a **caretaker** is appointed for domestic servicing and maintenance.
- In more urban areas flats are often owned by so-called **housing cooperatives**. In general the relevant tenants are also members of the housing cooperative. Therefore they have rights of co-determination (specific formal rights and duties).



Renting a flat

Applying for a flat

Generally anyone interested in renting a flat has to fill in an **application form**. The applicant has to declare data/information such as age, marital status, profession, employer, salary, children, residency status, pets etc. To prove one's ability to pay the rent it is often necessary to provide an **Auszug aus dem Betreibungsregister / extrait du Registre des poursuites / estratto del registro dell'Ufficio delle Esecuzioni e Fallimenti**. The required document can be obtained at the local authority for prosecutions.

Concluding a rental contract

Landlord and tenant usually conclude a written **rental contract**. By signing the contract both parties are committed to stick to the agreement. Therefore it is important to read and fully understand the contract before signing it.

In general the rental contract includes the general conditions (Allgemeine Bedingungen/Conditions générales/condizioni generali di contratto) and the house rules (Hausordnung/Règlement d'immeuble/regolamento della casa). These conditions are part of the contract as well.

In certain cantons (e.g. Uri, Nidwalden, Zug, Fribourg, Neuchâtel, Geneva and Vaud) the landlord is obliged to enclose a form informing the tenant how to appeal against excessively high initial rents.



Paying a deposit

Tenants are often asked to provide a certain amount of money in advance—a so-called **deposit** (or caution money). The deposit can amount to a maximum of three monthly rents and is paid into a special bank account held in the tenant's name (Mietkautionskonto/Compte de garantie de loyer/conto deposito di garanzia). For the landlord the deposit serves as a security. When the tenant moves out, the deposit is repaid to him with interest. In a housing cooperative the tenant usually is not asked to pay a deposit. Instead he has to pay a certain contribution (which can amount to much more than three monthly rents) to become a member.

Moving into the flat

The tenant has the right to move into a **clean and appropriate flat**. A **flat handover** takes place before the new tenant moves in. Thereby landlord and tenant check the actual state of the apartment and keep record of possible defects or damage.

Keep in mind: If the tenant takes on objects or for instance agrees to a floor covering the previous tenant put down without asking the landlord for permission, he will have to dispose of them at his own expenses when moving out.



Paying rent and accessory charges / related costs

In general the tenant is obliged to pay the rent in advance for the following month. He usually also pays additional costs, for example for heating, hot water or cable television. The landlord can charge these additional costs in different ways. If the costs are paid in advance (akonto/par acompte/acconto), the landlord must provide a detailed statement once a year. According to the statement the tenant either has to pay an additional amount to cover the costs or is repaid if the paid amount is larger than the actual costs. As with any invoice, it should be checked closely.



If the landlord wants to put up the rent, e.g. after renovating or if the mortgage interest (Hypothekarzins/taux hypothécaires/tassi ipotecari) increases, he is obliged to fill in an official form. If the tenant does not agree, he must appeal in writing to the arbitration agency within a period of thirty days.



Vice versa in certain cases the tenant can ask the landlord to reduce the rent, e.g. if the mortgage interest (Hypothekarzinsen/taux hypothécaires/tassi ipotecari) decreases.

Apartments, which are built or kept with government assistance, are subject to special regulations regarding rent increase.



Living in a flat

In the course of time a flat ages—a fair wear and tear is to be expected and acceptable. It is important to treat the installations, the apartment and the building with care. For questions concerning the appliances (washing machine, tumble dryer, ventilators, heating, etc.), it is best to ask the caretaker or landlord.

If a tenant wishes to change something in the apartment (e.g. paint walls, replace carpets, install a washing machine, etc.), he must first obtain written permission from the landlord.

Furthermore the landlord must be informed if the tenant gets married, divorced or if more persons want to move into the apartment.

Damage and repairs

In the case of more severe damage, the caretaker or landlord should be informed immediately. If the landlord fails to take action, the tenant should notify him again in writing; preferably by registered post.

Minor repairs or cleaning must be taken care of and paid for by the tenant; e.g. the replacement of an extractor hood filter, a baking tray or the shower hose.

If the tenant has caused the damage, he has to answer for at least part of the costs. If he is not responsible for the damage, the landlord has to pay for the repairs. If part of the apartment is not useable due to maintenance or renovation work, the tenant can ask for a rent reduction.

Difficulties

If the tenant and landlord can not settle an argument, an independent party can be called in. Every canton provides an arbitration agency for this purpose.

Tenants with financial problems are advised to contact the landlord and local social services in good time. In the case of delay in payment or if the rent is not paid at all, the landlord has the right to terminate the contract after an admonition and evict the tenant from the apartment at short notice.

Terminating a rental contract

The rental contract can be terminated by either the tenant or the landlord. The fixed dates and periods of notice are stated in the contract.

If the tenant terminates the contract, he must do so in writing and preferably by registered post. Married couples have equal rights. Therefore the letter of notice is only valid if both spouses have signed it. If a tenant wants to move out of the apartment at a time other than stated in the contract, he can recommend a subsequent tenant who is prepared to take over the rental contract on the same conditions. Within approximately four weeks the landlord has to verify if the appointed tenant fulfills the conditions of the contract and is able to pay the rent. If not, the tenant is obliged to continue to pay rent up to the date according to contract.

If the landlord terminates the contract, he must therefore use an official form. In the case of married couples, each spouse receives a form in a separate envelope. In certain cases, the landlord can terminate the contract at short notice; e.g. outstanding rent. If a tenant receives notice of term, he must appeal in writing to the arbitration agency within thirty days.

Moving out of the apartment

A tenant moving out must leave behind a clean apartment. If the tenant has questions about possible replacements before moving out, he should get in touch with the caretaker or landlord beforehand.

The landlord and tenant review the state of the apartment and record any defects or damage in a written report. Together they agree who is liable and therefore obliged to cover the costs. It is important that the tenant fully understands all the points in the report. Once he signs the report, the tenant confirms the record and therefore may be obliged to cover some of the costs.



Getting on with your neighbours

Living close to your neighbours requires **mutual respect** and adherence to certain rules. For example:

- **Night rest** usually lasts from 10 pm till 7 am, **Afternoon rest** from noon till 1 pm. During this time, the following applies: TV and music equipment should be turned down to a moderate volume level, avoid all noisy activities. On Sundays and public holidays, noise must also be avoided. If a tenant wishes to have a party, he should inform his neighbours previously.
- Entrances, staircases, laundry rooms, parking areas, etc. are at the disposal of all tenants. It is important not to leave personal belongings in these **common areas** and to keep them tidy.
- In many houses there are separate rules for the use of the **laundry room**.
- **Pets** such as dogs and cats are not tolerated in all apartments. The rental contract contains the relevant information.
- In many houses it is forbidden to **smoke** on the staircases, in lifts or other common areas of common use. Some apartments may only be rented to non-smokers.

Most of these regulations are stated in the house rules. If disputes between neighbours cannot be sorted out by themselves (e.g. complaints regarding noise or untidiness), tenants can call on the caretaker or landlord.





Good to know



All documents concerning the rental contract correspondence received from the landlord and copies of everything he sends to the tenant (for example rental contract, increase or decreases in rent, moving-in report, invoices for additional costs) should be kept safely.

- Litter is usually collected once a week. Most local councils require the use of special refuse bags or refuse labels which are subject to a charge. Old paper, glass, metal, compost, etc. are collected separately or can be disposed of at collection points. Further information can be obtained from the local council.
- In order to keep energy and heating costs as low as possible it is recommended to inquire about properly airing and heating the flat. The caretaker and landlord can provide useful help. The local or cantonal authority can also inform.
- Emergency numbers in Switzerland are: 117 police, 118 fire brigade, 144 ambulance.



It is highly recommended that the tenant takes out house insurance and personal liability insurance policies. In some rental contracts this is obligatory. These insurances bear the cost for certain damages. For example, if an overflowing bathtub damages the floor or the wash-basin is cracked.



Information and advice centres



The **Arbitration Agency** (**Schlichtungsbehörden/autorités de conciliation/autorità di conciliazione**) provides information on all rental issues. For example on termination of a contract, increase in rent, etc. Furthermore it offers arbitration between tenant and landlord in case of a dispute. All advice and negotiations are free of charge.

The **Landlord and Tenant Associations** also offer information and advice.

In addition, there are various state-run and private **advice centres** all over Switzerland. They may help finding a flat, assist with writing letters, provide translations, give advice on problems with neighbours.

Many housing cooperatives run their own social advice centres for their tenants.

The addresses of the above-mentioned centres can be obtained at the local authority or on www.bwo.admin.ch.

This brochure is issued by:

Association suisse-romande des locataires www.asloca.ch

Berufsverband ausgebildeter Hauswarte www.bvah.ch

Bundesamt für Wohnungswesen www.bwo.admin.ch

Eidgenössische Kommission für Migrationsfragen EKM www.ekm.admin.ch

Fédération romande immobilière FRI www.fri.ch

Hausverein Schweiz www.hausverein.ch

Migros-Kulturprozent www.kulturprozent.ch

Schweizerischer Fachverband der Hauswarte SFH www.sfh.ch

Schweizerischer Hauseigentümerverband HEV www.hev-schweiz.ch

Schweizerischer Mieterinnen- und Mieterverband www.mieterverband.ch

Schweizerischer Verband für Wohnungswesen SVW www.svw.ch

Union suisse des professionnels de l'immobilier USPI www.uspi.ch

Verband der Schweizerischen Immobilienwirtschaft www.svit.ch

June 2006

Available in German, French, Italian, Albanian, Croatian, English, Portuguese, Serbian, Spanish, Tamil and Turkish

Reference addresses and downloads can be found on the website www.bwo.admin.ch

Weissgrund Kommunikation AG, Zurich

