

The rental agreement (lease)

What is a rental agreement?

A rental agreement, commonly known as a lease, is a contract used to rent a property. It is signed between the landlord and the tenant.

The rental agreement must therefore include:

- the name and address of the landlord
- the names of the tenant(s) (if shared accommodation)
- the effective date and duration of the lease
- the function of the accommodation (main or temporary residence)
- la surface habitable du logement en m²
- la description du logement (maison ou appartement, nombre de pièces) et de ses équipements à usage privatif et commun
- les informations sur le loyer, les charges locatives, le **dépôt de garantie** (montants, dates, périodicité de paiement) Les informations concernant les frais d'agence et d'état des lieux (le cas échéant)
- montant du dépôt de garantie
- montant des frais d'agence (si applicable)

FOCUS:

The security deposit is an amount of money that the tenant must pay to the landlord when signing the lease (rental agreement). This amount will be collected immediately and kept by the landlord for the duration of the rental period. It serves as a commitment to respect the accommodation and not to damage it.

Its amount is regulated by law and cannot exceed:

- one month's rent (excluding charges) for unfurnished accommodation
- one or two months' rent maximum for furnished accommodation

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What does the security deposit cover?

The security deposit can cover possible breaches by the tenant towards the landlord:

- unpaid rent or charges at the end of the tenancy,
- amount of rental repairs and cost of damage caused,
- lack of maintenance of the accommodation.

If any damage is noticed when you are leaving the accommodation, you will be charged for it and the amount will be deducted from the security deposit.

The security deposit, in its entirety or less if any damage caused, will be returned to you no later than two months after your departure from the accommodation.

Please note: Some clauses are prohibited in the lease, known as **unfair clauses**. For example, ordering direct debit of rent, imposing an insurance company to insure the accommodation, automatically making the tenant responsible for any damage caused to the accommodation, and so on. The rent can be revised once a year, according to the variation of the rent reference index, only if the contract includes a **revision clause**.

The rental agreement must be in writing, dated and signed by both parties.

The lessor and the tenant each keep an identical copy of the lease and the signed documents.