

Introduction

Articles nos. 1, 2, 5, 6, 7, 22, 24, 25, 26, 27, 33, 34, 35 and 37 were drawn up, in whole or in part, jointly by the Fédération Romande Immobilière, the Union Suisse des Professionnels de l'Immobilier and the Association Suisse des Locataires. They form the joint regulations in force in French-speaking Switzerland. The other articles were drawn up jointly by the Association Suisse des Locataires – Vaud, the Chambre Vaudoise Immobilière, the Société Vaudoise des Régisseurs et Courtiers en Immeubles et Fonds de Commerces and the Union Syndicale Vaudoise. They form the rules and Common practices for letting premises in the Canton of Vaud (RULV).

Taking over of the premises by the lessee

1. Inspection

When the lessee takes over the premises, two copies of an inspection report, which also includes an inventory of accessory items and their condition, shall be drawn up in the presence of both parties, who shall sign it on the spot: one copy shall immediately be given to each party.

If possible, the inspection report shall be drawn up when the premises are empty. It is considered to be an integral part of the lease.

Generally, the inspection shall be done in the presence of the former and the new lessee.

If the new lessee is not present at the inspection, the lessor shall draw up the report and transmit it to the lessee. On receipt of the document, and within the shortest possible time, the lessee shall indicate to the lessor any defects which have not been noted in the report; if there are none, the inspection report shall be considered as accepted.

At the request of the lessee, the lessor shall supply a copy of the inspection report prepared when the former lessee vacated the premises.

The lessor shall inform the lessee of any known defects which the premises have.

2. Guarantees (art. 257 of the Swiss Code of Obligations – CO)

If a financial guarantee is required by the lessor, it shall not exceed three months' net rent, except for leases concerning premises for commercial use.

The guarantee shall be provided within 30 days after signature of the contract, but at the latest at the moment the lessee takes over the premises.

If the lessor receives a guarantee, within ten days after receipt it shall be placed in a bank account in the name of the lessee at a bank in the area where the premises are situated. Likewise, if the lessee sets up the guarantee, it shall be done in the same way.

This arrangement guarantees that the lessee will fulfil his/her obligations to the lessor arising from the lease they have signed, or from possession of the premises beyond the term of the lease.

The lessee may not use the guarantee to settle debts towards the lessor outstanding during the period of the lease, or at the time of final departure from the premises.

All or part of the amounts or securities forming a guarantee may be withdrawn only after an agreement has been signed by the lessor and the lessee, or following a court decision.

If there are no legal proceedings begun within one year from the date on which the lessee vacates the premises covered by the guarantee, it shall be released in full and the lessee, or the lessee's representative, shall be authorised to claim it.

3. The First Rental Payment

The first rental payment shall be made when the lessee takes over the premises.

4. Meters

If necessary, the lessee shall pay to have a gas meter installed and arrange for the existing meters (gas, electricity) to be read. The lessee shall pay for the electricity and gas consumed on the premises plus any related taxes and rental charges.

5. Insurance

The lessor and the lessee shall take out insurance to cover the third party risks for which they are liable by virtue of the lease.

While the lease in Force

6. Joint Signature of the Lease

(valid only for premises which are lived in, i.e. not used for commercial or other purposes)

If a husband and wife both sign the relevant declaration within six months of the date on which the lease is signed they may become joint lessees of the accommodation, with the rights and obligations which that implies.

When a husband and wife are joint lessees, a single copy, in one envelope, of all communications concerning the lease, except for its cancellation, may be sent to them at their joint address.

In the event of divorce, or separation, the spouse who has not been awarded the conjugal domicile by the judge, and who has left it, may abandon his/her rights and obligations by respecting the terms and deadlines specified in the lease. In this case, the other spouse has title to the rights and obligations specified in the contract.

If the lessee subsequently remarries, the new spouse may become a lessee by unilateral declaration, signed by both spouses, and sent to the lessor within six months after the marriage.

7. Rental Payments (art. 257c of the CO)

Rent, advances for heating, and other charges, are payable each month in advance to the lessor at his domicile, or to his post office / bank account.

If the lessee is more than ten days late with the payment of one month's rent and has not replied to a formal written demand for payment, the lessor may require the rent, advances for heating and other charges to be paid three months in advance, starting from the month which follows the deadline specified in the formal written demand mentioned above.

8. Lessor's Obligations

The lessor shall pay for the following:

- a) Preparation of the lease.
- b) Maintenance of installations such as lifts, ventilation systems, etc.
- c) Lighting of stairways, public areas used by all lessees and outsiders, and the area around the building.
- d) Services of a caretaker, where applicable.
- e) Installation of a telephone socket inside the building in the case of new buildings, or those which have been extensively renovated.
- f) Replacement of canvas blinds (for balconies, etc.) where appropriate.

9. Lessee's Obligations

The lessee must exercise due care in using the rented premises and shall have them cleaned at his own cost. Apart from normal wear and tear, the lessee shall pay for repairing damage he causes and for light maintenance and repairs. The lessee is responsible in particular for:

- a) Installing and removing double-glazed windows.
- b) Replacing broken or damaged windows.
- c) Maintaining floors and woodwork, e.g. repairing the damage caused by stiletto heels or carpet laying.
- d) Replacing damaged sockets.
- e) Replacing worn sash-cords on blinds.
- f) Oiling locks, hinges, hinge-pins, windows, shutters, metal frames for blinds, etc.
- g) Maintaining sanitary installations, household appliances, electrical sockets and flexes.
- h) Unblocking drains as far as the main pipe, cleaning and unblocking drainage channels on balconies and terraces.
- i) Having chimneys swept regularly.
- j) Airing the rented premises regularly.
- k) Descaling individual boilers regularly. If this is not done after receipt of a formal written demand, the lessor may have them descaled at the lessee's cost.
- l) Replacing spouts, flexible tubing and fuses.
- m) Replacing used tap-washers. To decrease the cost of repairs, the lessor may have these changed throughout the building and invoice used washers to the tenants.

- n) Replacing the ventilation filter.
- o) Removing snow or ice from balconies, terraces and window-ledges and from the pavement in front of ground-floor commercial premises if they constitute a danger to third parties, or to the building, or if the regulations require it.
- p) Having made and installing nameplates for door-bells and letter-boxes etc. If the lessor imposes standard plates, the lessee may have them made by the supplier of his choice.

10. Living in the Building

While using the rented premises, the lessee shall treat with due respect the other persons living in the building. The lessee shall avoid any action detrimental to neighbours, or which does not conform to local customs.

To make life agreeable for all tenants and avoid deteriorating the building, the lessee:

- a) shall avoid excessive noise which could disturb neighbours, especially between 10 p.m. and 7 a.m.;
- b) shall keep stairways, landings, corridors and the area around the building free, and shall not store any object there, except by written permission of the lessor;
- c) shall not spoil the appearance of the building and public areas, in particular by putting up posters or other publicity in the corridors or on the letter-boxes;
- d) shall not decorate balconies and windows with plants which may inconvenience other tenants, deteriorate the façade of the building or cause accidents;
- e) shall not store dangerous objects, or do anything dangerous and contrary to the rental contract;
- f) shall clean and repair the outside of the rented premises if they are soiled or damaged by the lessee, the lessee's family, suppliers, guests or animals;
- g) shall not shake out carpets, brooms and brushes on the stairs and landings, out of
- h) windows or over balconies;
- i) shall not throw anything out of windows or over balconies, in particular food for animals (pigeons, seagulls, etc.).

11. Absence of the Lessee

During absences from the premises the lessee shall do everything necessary to avoid damage, by fault or negligence, in the rented premises or in any part of the building (in particular frozen pipes, water or gas leaks, fire, explosion, obstruction of pipes, falling of objects placed on window-ledges or balconies, etc.).

If access to the rented premises is essential for the safety of the building or its occupants, the owner is authorised to enter them. In such a case, the lessee shall be advised as soon as possible.

12. Garden, Terrace, Pavements

The lessee shall maintain at his cost any garden, or terrace, which is used exclusively by the lessee. No building whatsoever shall be erected without the agreement of the lessor and the regulations must be respected. The cutting back of trees shall be paid for by the lessor.

The lessee shall ensure that the pavement in front of ground-floor commercial premises is kept clean.

13. Barbecues

Barbecues on balconies and in gardens are allowed insofar as they do not disturb the other tenants or those in the neighbouring buildings, and do not damage the building.

14. Waste

The lessee shall leave sorted waste in the places provided by the lessor or by the council. The lessee shall obey the instructions given in this respect.

15. Animals

The lessee may keep dogs, cats or other animals on the condition that they do not inconvenience the other tenants and do not cause damage to, or soil, the building or its surroundings.

16. Parasites

The lessee shall notify the lessor of parasites or rodents. The lessor shall do everything necessary to have these exterminated. The lessor shall pay the costs if the lessee is not at fault.

The lessee may not oppose the disinfection of the rented premises when it is in the general interest.

17. Lifts

Unless otherwise agreed, lifts shall be used only for transporting people. Deterioration caused by using them for other purposes shall be paid for by the person who causes the damage. Parents are responsible for their children when the latter use this method of transport.

18. Laundry

A washing-machine and dryer may be installed in the rented premises only with the prior written permission of the lessor. If permission is refused, the lessor shall give his reasons for refusal.

Unless otherwise agreed, the lessee may not hang up laundry in the rented premises. Except as stated in the first paragraph of this section, the lessee may do only a limited amount of laundry in the rented premises (i.e. hand-washed items).

For the main wash, the lessee shall use the laundry and the drying-room on specified days, as far as possible once every two weeks. The lessee must comply with the published rules. Electricity, maintenance, usual amortisation and water are paid for by the consumer.

19. Installation for Cable Television

If cable television is installed in the building, without reduction in rent for removal of the joint aerial the lessee shall accept the installation of the necessary cables and sockets if at least three-quarters of the lessees concerned wish it (one lease, one vote).

The rental charge for cable television shall be paid by the lessee, unless the he/she does not want to have access to the network.

The lessee shall pay the rental charge to the owner monthly when the latter is responsible for paying it to the rental company. The owner will provide the lessee with a copy of the invoice in the event of an increase.

If at least three-quarters of the tenants of a building request it, the owner must have the building linked either to the cable television network, if the area is equipped for it and the costs are not excessive, or to another similar system.

20. Cleaning of the Building

If there is no caretaker, the tenants shall clean carefully and regularly all stairs, landings, courtyards, corridors and public outbuildings and provide for waste disposal, in particular household waste.

21. Authorisations

The prior written authorisation of the lessor and, if necessary, of the authorities, is required for:

- a) putting up signs (notices, posters, hoardings, etc.);
- b) installation of machines or electrical appliances in cellars, attics, outbuildings, etc.;
- c) sanding or impregnation of parquet floors;
- d) the installation of external aerials (radio, TV, etc.);
- e) the exercise of crafts or industrial activities, teaching of music, singing, dancing or physical education, etc. in domestic premises; these activities must in no way be detrimental to other tenants, in the immediate neighbourhood, or in the building itself;
- f) the installation of washing-machines in the rented premises.

At the request of the lessee, the lessor shall give reasons if an authorisation is refused or withdrawn.

22. Sub-Letting (art. 262 of the CO)

When the lessee wishes to sublet all or part of the rented premises, the prior written consent of the lessor must be requested, and indication given of the conditions for sub-letting together with the information required by the lessor under art. 262 of the CO. The lessee may not sublet the entire rented premises for an unlimited period. Exceptions to this principle can be made by written agreement of the lessor. The lessee guarantees that the person to whom the premises are sublet will not in turn sublet them without the authorisation of the main lessor.

The lessor shall make a decision within thirty days after receipt of the request.

23. Citizens' Rescue Organisation

In cases where the lessee's cellar, or another outbuilding, is located in a citizens' rescue shelter, the lessee must agree to the necessary alterations being made to it in accordance with the citizens' rescue directives.

24. Defects (arts. 256, 257g and 259 of the CO)

The lessee shall advise the lessor, without delay, of any defects in the rented premises which the lessee is not responsible for correcting.

The lessee is responsible for any damage caused through his omitting to advise the lessor of these defects.

The lessor shall maintain the premises so they are in a suitable condition to be used for the purpose for which they have been rented, with the exception of minor cleaning or repairs essential for normal upkeep, for which the lessee is responsible.

25. Work Done by the Lessee (art. 260a of the CO)

If the lessee wishes to renovate or alter the rented premises, the lessor's permission must be requested by submitting to him the drawings, and the proposal, for the alterations.

- The lessor must make a decision within thirty days.
- The lessor may require the provision of a guarantee for payment of the planned work.
- The alterations, improvements or repairs shall not compromise the safety, the salubrity, the appearance, or the value of the building.
- They shall also be made in accordance with the official statutory or administrative rules.

26. Work Done by the Lessor

The lessor has the right to renovate the premises only if the work can reasonably be done while the lessee is occupying the premises and the lease has not been terminated.

If the lessor wishes to renovate the premises he must advise the lessee sufficiently in advance and as soon as possible, except for urgent work, and give the lessee the opportunity to give an opinion and/or request additional information.

27. Inspection and Visit of the Premises (art. 257h of the CO)

The lessee must allow the lessor to inspect the premises insofar as this is necessary for their upkeep, sale or subsequent renting.

When the lessor visits the premises or has them visited with a view to reletting them, as a rule this may be done by appointment.

Except in urgent cases, five days' notice shall be given to the lessee for these visits and the latter's interests shall be taken into account. This period shall be shortened to twenty-four hours in cases of early return of the premises.

These visits may take place on any day except Sunday and public holidays.

Additional Charges, heating and hot water

28. General Charges

The lease shall specify the charges to be paid by the lessee.

29. Additional Charges

The contractual or additional charges payable by law (e.g. water purifying) shall be calculated in a separate statement from that for heating and hot water charges, or be given under separate headings in the statement of heating and hot water charges. The charges shall be divided pro rata according to the size of each flat, unless the lease provides otherwise, in particular a division according to actual consumption.

30. Heating and Hot Water

- a) If there is a general heating installation, the lessor shall prepare an annual statement of heating and hot water costs separate from that for the running costs of the building, where a fixed fee system is not used. This statement shall cover the period from 1 July of one year to 30 June of the following year, unless the lease specifies otherwise.
- b) A detailed statement of heating and hot water charges, prepared in accordance with the legal provisions and showing how they are divided, must be transmitted to each tenant within a maximum of 5 months from the date the accounts are closed. Supplements or rebates shall be paid within 30 days after receipt of the statement.
- c) From the time the statements are sent out, and during 30 days, the accounting vouchers for the last financial year, together with the official regulations and the directives for drawing up the annual heating and hot water statement, shall be at the disposal of the lessees at the lessor's premises or in another place near the building.
- d) Heating and hot water charges must be paid in full, even in the event of the lessee's prolonged absence.
- e) The division of heating and hot water charges shall be done in accordance with the directives for drawing up the annual heating and hot water statement.
- f) The owner shall decide when to switch the heating on or off, taking into account the wishes of the majority of the tenants.

31. Individual Heating

Any tenant who has individual heating appliances shall have them checked and serviced before they are installed and while they are being used. They shall be serviced as specified by law.

The lessee shall maintain a permanent minimum temperature to avoid damage caused by freezing temperatures.

Return of the rented premises

32. Termination of Lease by the Lessee (art. 266m of the CO)

If the lease concerns a flat or commercial premises, the lessee must terminate the rental contract in writing. If the lease concerns family accommodation, married lessees may terminate the contract only with the express agreement of their spouse.

33. Termination of Lease by the Lessor (art. 266n of the CO)

(valid only for leases concerning premises which are lived in)

Notice of termination of a lease, or other communications concerning the termination, are valid only if they are sent by the lessor in writing to both spouses, in two separate envelopes. Notice of termination must be sent on an official form.

If the lessor requests it, lessees must give details of their status (married, single, etc.), name and address, and that of their spouse. They must also inform the lessor if the spouses separate, and indicate whether or not it is a legal separation.

If necessary, the lessee shall authorise the lessor to make enquiries with the authorities about the lessee's status and address and those of the spouse.

34. Early Return of the Rented Premises (art. 264 of the CO)

If the lessee returns the premises without observing the termination date of the lease, the lessor must be advised in writing of the date on which the premises will be returned, and the lessee must present at least one solvent prospective tenant who is ready to take over the lease, under the same conditions and on the date the lessee indicates the premises will be returned. If the lessor has well-founded objections to the prospective tenant, he must immediately give the lessee the reasons for rejection.

In these cases, the lessee must give at least one month's notice for the fifteenth, or the end, of a month.

Under no circumstances may the lessor be obliged to conclude a contract with the person proposed by the lessee, stating that the latter is then freed from his obligations.

35. Usual Dates for Ending Leases

The usual dates are:

- 1 April at midday.
- 1 July at midday.
- 1 October at midday.

37. Return of the Premises

On the last day of the lease at midday the lessee shall return the premises and other rented areas (e.g. garage). They shall be clean, well maintained, and cleared of all items belonging to the lessor. It must be possible to inspect all the flooring.

In addition to the usual cleaning, in particular the lessee shall change or clean the ventilation filter (depending on the type) and clean the venetian blinds, shutters and radiators. Before returning the premises the lessee must repair any damage not due to normal use.

An inspection report, including an inventory and the condition of any accessories, shall be prepared in the presence of both parties who shall sign two copies of it on the spot; one copy shall immediately be given to each of them. If possible, this inspection report shall be prepared when the premises are empty.

36. Return of Keys

The lessee must return the keys of the premises to the lessor, including those which the lessee might have had made.

The lessee must replace any lost keys, but is not obliged to pay the cost of changing the lock on the front door of the flat unless it is a safety lock.

Return of the keys alone shall not free the parties from the obligations they might have towards each other.

37. Return of the Guarantee

The guarantee shall be returned in accordance with article 2 above.

Provisional Clause

When a lease expires, a tenant may not claim reimbursement for any canvas blinds paid for:

- a) if the cost of the blind has already been amortised (life: 10 years)
- b) if the blind is not in good condition.

Vaudois Contract signed on 24 November 1998 by:

ASLOCA-Vaud (Tenants' Association)

Chambre Vaudoise Immobilière

Union Syndicale Vaudoise

Société Vaudoise des Régisseurs et Courtiers en Immeubles et Fonds de Commerces

General Provisions for Accommodation, Garages and Parking Spaces

(integral part of the lease)

General Provisions

1. Non-Payment of Rent (arts. 3 and 7 of the RULV)

A rightful claim of 7% per annum interest may be made on any outstanding payment due under the present lease. This lease shall be valid as an acknowledgement of debt in accordance with article 82 of the LP (penal law).

2. General Services (art. 8 of the RULV)

The lessor must ensure that services such as water/gas/heating/electricity supply, lift, etc. function satisfactorily in the building, but does not guarantee the regularity of supply. If the services break down, the lessor must do everything possible to have them put in working order again.

3. Lessee's Responsibility

The lessee shall be responsible for all damage arising from faulty cleaning or maintenance. The owner shall not be held responsible for damage which is not his fault, or which is caused by third parties. In particular, the lessor shall not be held responsible:

- a) in the case of theft or deterioration of goods belonging to tenants or third parties;
- b) for damage caused to the rented premises or their contents following events in the building or its immediate neighbourhood such as fire, flood, frost, gas leaks, storms, gusts of wind, break-ins, etc.

4. Insurance

All the lessee's belongings and any special fittings installed by the lessee, located in the rented premises or in the building, must be insured by the lessee against risk of fire, explosion, damage by water, and theft.

Any consequences arising from failure to comply with this obligation shall be borne entirely by the lessee and the lessor shall be free of any obligation in this respect.

5. Arrangements Made by Mutual Agreement

An arrangement existing only by mutual oral agreement between the lessor and the lessee may be ended at any time, without indication of the reason, by means of a registered letter giving 30 days' notice.

Areas put at the disposal of the lessee by mutual agreement, free of charge, may be reclaimed by the lessor by giving 30 days' notice.

6. Penalty

After a formal written request has been made, if one or other of the parties does not observe the terms of the lease, the law, the Rules and Common Practices for Renting Premises in the Canton of Vaud or other regulations which are an integral part of the lease, the other party shall have the right to terminate the existing contract in the form specified by law, within 30 days, with a reservation concerning damages.

Concerning the Accommodation

7. Lessee's Obligations (arts. 9 and 23 of the RULV)

In addition to the obligations under the Law, the Rules and Common Practices for Renting Premises in the Canton of Vaud and the contractual provisions, the lessee shall undertake to:

- a) give up his/her cellar, without any indemnity, if the authorities wish to construct or alter the civilians rescue shelters in the building;
- b) to choose neutral colours for wallpaper and paint, with the prior agreement of the lessor, failing which the lessee may be asked to pay for their replacement on termination of the lease;
- c) agree to work being done which will correct defects in the rented premises and repair or prevent damage.

8. Laundry Room (art. 18 of the RULV)

The lessee shall respect the calendar, timetable, tariff and rules posted in the building. If the washing and other machines are damaged through improper use, the cost of repair shall be charged to the person at fault.

Concerning the Garage and Parking Space

9. Lessee's Obligations

The lessee undertakes to:

- a) keep the areas surrounding the garage or the parking space clean, clear away snow and do everything necessary to prevent ice forming;
- b) keep the closing mechanism and the lock of the garage door in working order;
- c) pay for unblocking any drainage channels inside the garage and the petrol separators;
- d) avoid all work on the vehicles (greasing, oil change, maintenance, etc.) within the parking area or common garage;
- e) avoid storing anything within the parking area or the garage.

The lessee undertakes **not** to:

- f) park outside his/her rented parking space;
- g) park in front of the garage entrance or elsewhere on the property round the building;
- h) allow cars without licence plates, or lorries, vans, caravans, mobile homes, trailers, etc. to park on the parking spaces;
- i) stay inside the garage with the car engine running (danger of petrol fumes);
- j) slam car doors, use the horn, race the engine;
- k) store inflammable or dangerous products;
- l) consume electricity except that for lighting;
- m) leave the garage door open;
- n) wash his/her vehicle with a hose either inside or outside the garage, except on the carwashing area if there is one;
- o) use the rented space for a purpose for which it is not intended and, in particular, not to use it as a storage area or a workshop.

10. Parking Space Identification

The lessee shall pay for displaying the licence plate number or the number of his/her parking space in the style defined by the owner.

November 1998