

RIGHTS AND DUTIES of tenant in a rental property

The rights of the tenant



Before entering :

- Check the environment and location of the housing (*noise, shops and services, transports, ...*)
- Conduct a thorough and detailed inspection of the housing, if possible, accompanied by a third person
- Review the mandatory real estate diagnostics (*List below of those essential*)



At the entrance :

- Have a signed entry inventory report from both parties (*owner, tenant occupying*)
- Have written and signed lease agreement (*bail*) both parties



During the lease :

- Receive a rent receipt after each payment
- Receive an annual breakdown of actual rental charges



At the exit :

- Doing an exit inventory, with both parties signing (*owner, tenant*)
- Establish a termination (*bail*) of the lease agreement in writing and signed by both parties

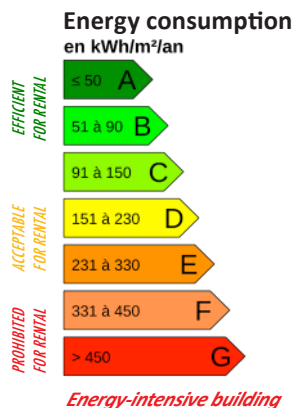
THE ESSENTIAL REAL ESTATE DIAGNOSTICS

Energy performance certificate (EPC) : evaluates the energy consumption of the housing (*heating, hot water, greenhouse gas emissions*)

IMPORTANT : Starting from January 1, 2025, dwelling classified as **Gare** is prohibited for rent

Diagnostics of the internal state of electrical and gas installations (*if the installations are more than 15 years old*) evaluate the safety of installations and equipment within the housing

Lead exposure risk assessment (*for buildings constructed before 1949*) : checked for the presence of lead-based paint and its preservation status (*prevention against lead poisoning: young children and pregnant women*) and take note of the invoices for structural damage (*prevention against degraded housing, unsanitary and dangerous*)



The DUTIES of the tenant



At the entry :

- Subscribe to home insurance
- Deposit the security deposit amount and receive a receipt



During the lease :

- Pay the monthly rent amount and rental charges by the due date specified in the lease agreement (*bail*)
- Occupy respectfully and maintain the house properly
- Ensure the repairs related to the regular maintenance of the equipment
- In case of central heating or hot water production through a composite device, have an annual maintenance contract
- Do not undertake major works without the permission of the house owner



At the exit :

- Inform the house owner of the termination of the lease by registered letter with acknowledgement of receipt within the notice period of 3 months for unfurnished accommodation and 1 month for furnished
- Clean and if necessary, restore the accommodation before the final inspection to ensure the return of the security deposit (*caution*)



Good to know

A tenant cannot decide to decrease the rent amount or cease payment, because **the decision solely rests with a judge in the civil court**, responsible for resolving disputes between house owner and tenants

When the accommodation is occupied by a tenant, the house owner wishing to visit or carry out maintenance works, must inform the tenant and **obtain their agreement**

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