

THE LANDLORD CHARTER

I - Formalities

The landlord agrees:

- To provide the EURAXESS Services Centre an accurate description of the accommodation and their state;
- To notify the EURAXESS Services Centre as soon as the property has been reserved, giving the name of the tenant and the date the property will next become available for rent (even if the date of next availability is only hypothetical);
- To draw a lease in writing and in duplicate copies (one for the tenant and one for the owner), minimally specifying:
 - The name, address and telephone number of the landlord;
 - The name, address and telephone number of the tenant;
 - The address and description of the accommodation;
 - The starting date of the lease and its duration if the accommodation is furnished;
 - The amount of the rent, clearly specifying the charges that are included and those that are not; the day of the month the rent must be paid;
 - The security deposit (one month's rent compulsory for unfurnished rentals and recommended for furnished rentals if the lease is a short term);
 - The required departure notification period (usually one month for furnished rentals and three months for unfurnished rentals).

The lease must be signed both by the landlord and the tenant. The entry inventory should be signed both by the landlord and the tenant and attached to the lease when handing the keys to the tenant.

An exit inventory, comparing the state of the premises to that noted on the entry inventory, must be signed by the landlord and the tenant when the tenant leaves.

If the accommodations are furnished, an inventory of the furniture and its condition should be signed by the landlord and the tenant and added to the documents above.

- Not to ask for a joint guarantee (no guarantor);
- To provide rent receipts free of charge every month if the tenant requests them as proof of payment of the rent;
- To refund the security deposit within a reasonable time (within one to two weeks, and 2 months maximum after the departure of the tenant) and, if necessary, with deductions for sums still due to the landlord or required for repairs to cover any damage noted during exit inspection (justifications must be provided for these deductions).

II - Treating the tenant as a guest

The landlord agrees:

- To answer telephone calls and e-mails promptly when a potential tenant contacts him/her;
- To show up for the appointments made with the tenant to visit the accommodation and to warn the potential tenant in case he/she is unable;
- To show the accommodation to researchers who contact him/her on behalf of the EURAXESS Services Centre without discrimination ([Law of 17 January 2002](#)¹);
- To be tolerant and understanding if the researcher does not speak French or is not aware of French ways and customs;
- Not to consider renting as just a source of income, but to offer if possible the tenant a personalized welcome and to build a friendly relationship with the tenant, especially when letting a room in his/her own house.

III - The premises must be clean and practical

- The accommodation has to make a minimum area of 9 m² for a person, 16 m² for 2 persons, 25 m² for 3 persons, 34 m² for 4 persons.
 - Outside areas (garden, courtyard) and communal areas (hall, staircase, common areas...) should be maintained in good condition;
 - According to the decree of 30 January 2002 specifying the [features of decent accommodations](#)²:
 - o The accommodation must have at least a main room, a kitchenette, a bathroom (sink, shower or bath tub), a WC, for use only by the occupant;
 - o A room rented in a private house must at least have access to a bathroom and a WC which can be shared by no more than 4 persons;
 - o All the rooms on the accommodation must have a window (the only acceptable exceptions: kitchen, bathroom, WC, which must have ventilation if there is no window);
 - o The accommodation must have central or individual heating that is in good condition and hot and cold water;
 - o Electrical and heating appliances must meet current norms.
- If the accommodation is furnished, the furniture must be in good condition and appliances must be in good working order.

¹http://www.legifrance.gouv.fr/affichTexteArticle.do;jsessionid=B277B7464B139DC8EC2ED293CE3164C4.tpdjo04v_3?cidTexte=JORFTEXT000000509310&idArticle=LEGIARTI000006475017&dateTexte=20100318&categorieLien=id#LEGIARTI000006475017

²<http://www.anil.org/fr/profil/vous-etes-locataire/location-vide/decence-entretien-et-charges/obligations-du-propretaire/index.html>

IV - Maintaining the property in good condition and respecting the tranquility of the tenant

The landlord agrees:

- to carry out repairs that come under the rental agreement and those due to ageing;
- to ensure that the tenant may peacefully benefit from the accommodation;
- not to enter the rented accommodation without prior agreement of the tenant. The landlord can show the premises to future tenants by appointment only with the current tenant, except during holidays or on workdays for 2 hours maximum per day.

AN OVERVIEW OF VARIOUS TYPES OF LEASES

⇒ **NON FURNISHED ACCOMMODATION:**

- [Compulsory written lease](#)³ drawn in duplicate (the use of an administrative CERFA form (CERFA = Centre for the for the Registration and Revision of Administrative Forms) is compulsory);
- 3 years, automatically renewable;
- 3-month notification period for the tenant (shortened to 1 month [in certain situations](#)⁴);
- At least a 6-month notification period before the end of the lease for the landlord if he/she wishes to use the accommodation [under certain conditions](#)⁵;
- Security deposit: 1-month rent without charges.

⇒ **FURNISHED ACCOMMODATION:**

- A written lease drawn in duplicate, specifying a [minimum number of items](#)⁶, is highly [advisable](#)⁷ and compulsory when the rental is the tenant's main residence (the use of an administrative CERFA form is recommended);
- 1 year renewable automatically if it is the tenant's main residence, or lease mentioning specific starting and departure dates if less than 1 year;
- 1-month notice for the tenant;
- Security deposit (1-month rent without charges, recommended).

**Documents written by the Housing Work Group of the association EURAXESS France
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³ <http://www.anil.org/fr/profil/vous-etes-proprietaire/bailleur/location-vide/bail/contenu-du-bail/index.html>

⁴ <http://www.anil.org/fr/profil/vous-etes-proprietaire/bailleur/location-vide/fin-du-bail/conge-du-locataire/index.html>

⁵ <http://www.anil.org/fr/profil/vous-etes-proprietaire/bailleur/location-vide/fin-du-bail/conges-du-proprietaire/index.html>

⁶ <http://www.anil.org/fr/profil/vous-etes-proprietaire/bailleur/location-meublee/bail-obligatoire/index.html>

⁷ <http://www.anil.org/fr/profil/vous-etes-proprietaire/bailleur/location-meublee/definition-et-regime-fiscal/index.html>