

Renting an apartment

People who rent an apartment (the owner and the tenant) have rights and obligations. For example, the owner of the apartment or the real estate agency generally does not have the right to terminate the lease of the apartment from one day to the next. But tenants must also respect the rental rules.

The lease

Generally, the landlord (the owner or estate agency) and the tenant sign a written lease agreement. So they enter into a lease. It is also possible to enter into a lease orally, but this is not advisable. In all cases, the law (the Code of Obligations) defines the rights and obligations that must be respected when renting an apartment/house.

Rent and rental guarantee

Generally, the amount of the rent includes the net rent and the charges (heating, hot water, etc.). The charges must be clearly stated in the lease agreement. The tenant must pay the rent at the end of each month for the following month.

Often, the landlord asks for a rental guarantee (also known as a deposit) in addition to the rent. You have to pay this once only, at the beginning of the rental.

In general, the rent guarantee is equal to three times the amount of the rent.

For example, you rent an apartment for CHF 1,000. With your first rent, you will have to pay an additional CHF 3,000 for the rental guarantee.

What is the rental guarantee for?

When you leave this apartment, if you have damaged the premises, the guarantee will be used to pay for the repair work.

If everything is in order, you will receive this money back.

Higher rent.

The landlord may only ask for a higher rent if they have valid reasons.

If they increase the rent they must give notification of the increase sufficiently early and in writing, at least 10 days before the start of the notice period, using an official form. If the tenant believes that the increase is not justified, they may refuse and file an objection. Objections must be filed in writing with the local Conciliation Commission within 30 days.

Moving in to your new apartment/the inventory

When moving into a new apartment, it is important to perform an inventory. For this purpose, the landlord and the tenant look at the apartment together. They list the damage they see in the apartment: what is damaged, what is not working.

When the tenant leaves the apartment, this list shows that they are not responsible for this damage. So they will not have to pay for it.

This list is important, take a picture and keep it in your files.

If the tenant has pets, this must be stated in advance.

The owner can accept or refuse.

When you move, you have two weeks to notify the municipal administration of your new address.

Damage in the apartment/house

During the rental period, simple repairs (e.g. a new shower hose or soap tray) are paid for by the tenant.

For more serious damage (e.g. dishwasher, oven or fridge), the owner must pay for the repairs.

If the tenant is responsible for damage, they must pay for the repair themselves. For this reason, you must take out private third-party liability insurance. It is the insurance that pays some expenses. Many landlords require the tenant to take out this insurance. If you wish to make a change in the apartment (for example, paint the walls), you must contact your landlord.

If there is a significant defect in the apartment (e.g. the heating or the washing machine in the laundry room is not working, noise during works in the building, etc.), the tenant can request a rent reduction until the works are completed.

Tenant protection (ASLOCA)

ASLOCA [Swiss Association of Tenants] is an association that defends the rights of tenants. It is active throughout Switzerland.

If a tenant is a member of ASLOCA and has a dispute with a landlord, they can ask for help.

ASLOCA offers legal services. The tenant can make an appointment to receive specialist advice on rental law.

For more information, you can consult the FAQ section of their website.

Giving notice

When you want to end a lease, you have to give notice.

To give notice on a lease, certain dates must be observed. This applies to both the tenant and the landlord.

Generally speaking, in the Canton of Jura, the specified dates are 31 March, 30 June, 30 September and 31 December.

Sometimes, in some leases something different is agreed. Very often, the dates are stated in the lease.

Notice period: notice of departure must be given at least three months before the date of termination.

When the landlord terminates the lease (when requesting the tenant to leave), they must use an official document. This is mandatory.

The tenant may refuse. They may file an objection with the Conciliation Commissions within 30 days.

If you want to leave your apartment before the set date, you can propose a new tenant to the landlord or agency. If the new tenant is able to pay the rent and wants to take over the apartment under the same conditions, you can leave the apartment before the date set.

Additional information (links, addresses, information sheets, brochures)

www.bonjour-jura.ch/en/housing/renting-an-apartment