

The different rental agreements



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A rental contract is a necessary legal commitment to protect both the landlord and the tenant. It includes various details such as the identities of the parties involved, a description of the property, and the amount of rent. Let's take a closer look at the main types of rental contracts.

Unfurnished Rental Agreement

The unfurnished rental agreement, as described in the law of July 6, 1989, pertains to the primary residence of a typical tenant.

It binds the landlord for a minimum period of three years. The lease is automatically renewed unless the landlord terminates the rental. This termination must be communicated no later than six months before the end of the contract, specifying the reason (termination for owner's own use, sale, or legitimate and serious reasons).

The tenant, on the other hand, can terminate the lease at any time with a notice period of one to three months.

The contract's duration can be reduced to one year if the landlord intends to reclaim the property for professional or personal reasons, such as job relocation or retirement. In this case, the reason for repossession and the date must be clearly specified. The landlord must still notify the tenant two

months before the expiration date by registered letter with acknowledgment of receipt. In the absence of confirmation, the rental contract will continue until the legal three-year term.

Important to note:

Additional clauses may apply depending on the situation, but some are prohibited. For example, a landlord cannot impose a specific payment method or charge for preparing rent receipts. If the landlord is a legal entity (such as a company or association), the contract duration is a minimum of six years.

Furnished Rental Agreement

A property must be adequately equipped to be considered "furnished." According to Article 25-4 of the law of July 6, 1989, "a furnished dwelling is a decent dwelling equipped with a sufficient quantity and quality of furniture to allow the tenant to sleep, eat, and live properly according to the requirements of everyday life." Here is a list of essentials to provide:

Furniture: bed with duvet or blanket or sofa bed, table and chairs, shelves, and storage furniture. Kitchen: cooking hob, oven or microwave, refrigerator, freezer, dishes, and cooking utensils. Household equipment: vacuum cleaner for carpeted areas, broom and mop for hardwood or tile floors. Lighting fixtures. Window shutters or curtains for bedrooms.

The furnished rental contract is signed for a period of one year. The landlord must wait until the end date to terminate it, giving a three-month notice and specifying the reason for termination (sale, owner's use, or legitimate and serious reasons). Conversely, the tenant can vacate the property at any time by giving the landlord one month's notice.

Mixed-Use Lease: Residence and Workplace

A mixed-use lease allows the occupant to have two uses for the same property: living and working. Subject to the law of July 6, 1989, the duration of a professional mixed-use lease remains the same as that of an unfurnished rental contract. Three years for individuals and six years for legal entities.

Professional mixed-use leases are primarily intended for professionals in liberal occupations, such as psychologists, lawyers, or doctors who need both office space for their practice and a separate area for their private life.

However, there are limitations:

Some condominium regulations may prohibit liberal professions in the building. Additionally, certain municipalities may require prior authorization.

Mobility Lease

The mobility lease was created in 2018 as part of the Elan law (Housing Evolution, Development, and Digitalization). It facilitates the temporary rental of furnished properties for individuals in need of temporary accommodation, such as students, interns, apprentices, employees on business assignments, or individuals undergoing training. The lease duration ranges from one to a maximum of ten months, and the landlord cannot request a security deposit.

Important to note: This contract is not renewable, and an occupant cannot sign it twice for the same property. However, the lease can be extended once within the 10-month period.

"Civil Code" Lease

The "Civil Code" lease can be used for both furnished and unfurnished properties that do not serve as the tenant's primary residence.

Non-profit associations and businesses can also use this type of lease. Unlike a standard contract, it offers more flexibility regarding its terms, including duration and rent terms. In fact, the parties have the freedom to choose these terms. The lease can be for a fixed, non-renewable period or include provisions for renewal. Therefore, it is particularly suitable for people looking to rent a second home or companies needing housing for their employees.

Seasonal Rental Contract

The seasonal rental contract applies to the rental of furnished properties, typically in tourist areas, for a short period. This period should not exceed 90 consecutive days per tenant, or 120 days in the calendar year if it's the owner's primary residence.

Specific provisions may apply depending on the municipality.

Furthermore, seasonal rentals are not allowed in all buildings (some condominium regulations restrict them).

There are no restrictions for a second home, and specific regulations apply. You can find all the details [here](#).

Except for seasonal rentals, mobility leases, non-renewable "Civil Code" leases, the contract is automatically renewed for the same duration unless one of the parties terminates it beforehand.

In summary, this commitment remains an essential process to formalize and clarify relationships, thereby avoiding misunderstandings.

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