

Students from abroad: useful information on furnished rentals in France

When moving to France for a short or a long-term stay, you may not want to bring all your furniture and personal belongings with you but prefer a furnished rental.

Below you will find some useful information on furnished rentals in France:

Accommodation :

A rental (house, apartment, room, etc.) is said to be furnished when it contains sufficient furniture and equipment for normal living.

The rental must be decent regarding the risks for health, security and comfort of its tenants.

The rental contract:

The lessor has the right to request a proof of your income. You may also have to provide details of a guarantor who will be named in the contract and who will stand surety in the event that you cannot pay the rent.

The legal regulations for furnished rentals are different if the lease has been signed before or after January 20, 2005.

Before January 20, 2005, the parties' freedom was the only rule. The lessor and the tenant could foresee any rules regarding the rent, the duration of the contract, the charges, the deposit, etc.

There was no obligation to have a written contract but it was of course preferable in order to have a proof if ever a dispute should occur later.

Since January 20, 2005, if the accommodation is the tenant's main residence, the law provides that the rental contract must be in writing, signed by both parties and accompanied by a written document concerning the physical conditions of the accommodation and the inventory of fixtures. Each party is entitled to an exemplary of the lease.

This contract has (at least) 1-year duration, renewable by tacit agreement each year for 1 year. If the lessor wants to modify the contract, he can do this with a one-month advance notice.

The inspection of the premises and the inventory of fixtures:

We advise you to be particularly attentive regarding the inspection and inventory.

When you as the lessee take possession of the keys and your apartment or when you surrender the apartment later, the lessor will inspect the premises with you to determine the physical conditions of the place you rented. The established inventory must be copied and the original must be given to you.

Be careful: if you don't do the inspection and inventory of fixtures properly, you risk to be charged at the end of the rental agreements with deteriorations and losses which have not been caused by you.

Rent and charges

The rent must be paid at the date provided in the lease or decided between the parties. In France, very often the payment needs to be made before the 5th of each month.

When you have paid the rent, ask the lessor systematically for a receipt. In case of a dispute this can be considered a proof of your payment.

Be careful: If you have any problem for a payment it is preferable to prevent the lessor before the deadline is over in order to avoid a bad surprise. Because if you don't pay the rent, the lessor may ask for your eviction.

Concerning the charges paid by the tenant, the rules are the same as for the rent. The lessor must send you each year a detailed document proving the amount of charges he asks you to pay.

The lessor can increase the rent only if there's a rent adjustment clause in the lease.

Cancellation of the lease

Here again, there are differences between the rentals signed before and after the law of January 20, 2005.

Before the law, there were no specific rules, so the common regulation provides that the lessor or the tenant, if one or the other wants to cancel the lease, addresses a **3-months advance notice** to the other party. The rents are of course due during these 3 months.

Since the law of January 20, 2005, the **tenant** can cancel the lease at any moment with an **only 1-month advance notice**. The **lessor** can cancel the lease but with a **3-month advance notice** and at the term of the lease. Moreover, the lessor must always justify his cancellation.

These new rules apply also to the lease which already existed on January 20, 2005 and is still ongoing, if the accommodation constitutes the main residence of the lessor. In the other cases, the common regulation would apply.

The deposit

In many cases, the lessor asks for a security deposit which is usually the value of two months rent.

At the end of tenancy and on the return of the keys, the landlord has up to two months to reimburse the deposit, deducting the amount needed for repairs to the property. If you feel an unnecessary amount has been deducted, you may request to see the invoices (invoice of the repairs, replacement, etc.).