

and
Rental Rules and Practices of the Canton of Vaud

PREAMBLE

All or part of Articles No. 1, 2, 5, 6, 7, 22, 24, 25, 26, 27, 33, 34, 35, and 37 were jointly established by the FRI, the USPI, and the ASLOCA–Romandy Federation and constitute the Romandy Joint Provisions.

The other articles were jointly established by ASLOCA–Vaud, the CVI, the SVR, and the USV and constitute the Rental Rules and Practices of the Canton of Vaud.

A. TENANT MOVE-IN

1. Move-In Inspection Report

At the tenant's move-in, an inspection report — including the inventory and the condition of accessories — is drawn up in two copies, in the presence of both parties, who sign it on site; one copy is immediately handed to each party.

The inspection is carried out, whenever possible, in empty premises. It forms an integral part of the lease agreement.

As a general rule, the inspection takes place in the presence of both the outgoing and the incoming tenant.

If the tenant does not attend the inspection, the landlord prepares it alone and forwards it to the tenant. Upon receipt of the document, the tenant must promptly notify the landlord of any defects not recorded; failing this, the inspection report is deemed accepted. At the tenant's request, the landlord provides a copy of the move-out report of the previous tenant.

The landlord must inform the tenant of any defects of which they are aware.

2. Security (art. 257e CO)

If a financial guarantee is required by the landlord, it may not exceed three months of net rent, except in the case of commercial leases.

It must be provided within thirty days following the signing of the contract, but no later than the tenant's move-in date.

If the landlord receives a guarantee, it must be deposited within ten days in a bank account opened in the tenant's name at a bank located in the municipality of the building. Likewise, if the tenant provides the guarantee themselves, it must be established in the same form.

The guarantee secures the tenant's obligations toward the landlord arising from this lease, or from possession of the rented property beyond the term of the lease.

The tenant may not set off the guarantee against any

debts owed to the landlord, whether due during the

lease or upon departure.

Withdrawal of all or part of the funds or assets deposited as a guarantee may only be carried out with the joint signatures of both landlord and tenant, or pursuant to a court order.

If no legal action is initiated within one year from the date the tenant vacated the premises subject to the guarantee, it is automatically released, and the tenant or their representative is authorized to reclaim the funds.

3. Payment of the First Rent

The first rental installment must be paid upon the tenant's move-in.

4. Meters

The tenant, at their own expense, shall request the installation of a gas meter if necessary and the reading of existing meters (gas, electricity). The tenant shall pay for their own electricity and gas consumption as well as the related taxes and rental charges.

5. Insurance

The landlord and the tenant are required to take out insurance covering the civil liability arising from the lease.

B. DURING THE LEASE

6. Spouse's Consent (valid only for residential leases)

If both spouses sign the declaration of consent within six months from the conclusion of the lease, they become co-tenants of the family dwelling, with all rights and obligations that this entails.

When spouses are co-tenants, all communications regarding the lease, except for termination, may be sent to them in a single copy and envelope at the address of the family dwelling.

In the event of divorce, Art. 121 para. 2 CC applies.

Art. 121 para. 2 CC: *"The spouse who is no longer a tenant remains jointly liable for the rent until the lease expires or until the contractual or statutory termination date, but in any case for a maximum of two years; when liable for rent payments, they may offset the amount paid against the maintenance contribution owed to their spouse, by installments limited to the monthly rent."*

In the event of the tenant's subsequent marriage, their spouse may join the lease by means of a unilateral declaration signed by both spouses and sent to the landlord within six months of the marriage.

7. Payment of Rent (art. 257c CO)

Rent, heating advances, and service charges are payable monthly in advance at the landlord's residence or to their postal or bank account.

If the tenant is more than ten days late in paying a monthly installment and has received a written reminder without effect, the landlord may require that rent, heating advances, and service charges be paid quarterly in advance, starting from the month following the expiry of the deadline set in the reminder.

8. Landlord's Obligations

The landlord is responsible for the following costs:

- a) drafting the lease agreement;
- b) maintenance of collective equipment such as elevators, ventilation systems, etc.;
- c) lighting of stairwells, common areas, and the surroundings of the building;
- d) concierge services, if the building is equipped with one;
- e) installation of a telephone outlet inside the dwelling for new buildings or those that have undergone major renovation;
- f) replacement of awnings, if the rented premises are equipped with them.

9. Tenant's Obligations

The tenant is required to use the rented property with due care. They are responsible, at their own expense, for cleaning. Subject to normal wear and tear, the tenant shall bear the cost of repairing any damage they have caused, as well as minor maintenance and repair work. In particular, the tenant is responsible for:

- a) installing and removing double windows;
- b) replacing broken or damaged glass panes;
- c) maintaining floors and woodwork. Damage caused by high heels or the installation of carpet, for example, is considered tenant liability;
- d) replacing damaged electrical outlets;
- e) replacing worn straps on roller shutters and blinds;
- f) lubricating locks, hinges, door pins, windows, shutters, awning frames, etc.;
- g) maintaining sanitary installations, household appliances, electrical plugs and cords, etc.;
- h) unclogging drains up to the main pipe, and cleaning/unclogging balcony and terrace drains;
- i) having living room fireplaces and their flue channels swept regularly;
- j) airing the rented premises regularly;
- k) descaling individual boilers regularly. After an unsuccessful reminder, the landlord may have them descaled at the negligent tenant's expense;
- l) replacing jet breakers, hoses, and fuses;

- m) replacing worn tap washers. To reduce costs, the landlord may replace them throughout the building and charge tenants if they are worn;
- n) replacing interchangeable ventilation filters;
- o) removing snow or ice from balconies, terraces, window sills, and sidewalks in front of ground-floor commercial premises, where this constitutes a danger to third parties or to the building, or if required by regulations;
- p) the making and installation of address nameplates for doorbells and mailboxes, etc., are the tenant's responsibility. If the landlord requires a standard model for the entire building, the tenant may have them made by an artisan of their choice.

10. Life in the Building

In the use of the rented property, the tenant must show due consideration for other occupants of the building. They must avoid any acts that disturb good neighborly relations or offend local customs and practices.

To make cohabitation more pleasant and to preserve the condition of the building, the tenant shall:

- a) avoid excessive noise that may disturb neighbors; they must respect quiet hours from 10:00 p.m. to 7:00 a.m.;
- b) keep stairwells, landings, corridors, and building surroundings clear, and not store objects there, except with the landlord's written consent;
- c) refrain from impairing the appearance of the building and common areas, in particular by posting notices or advertisements in corridors or on mailboxes;
- d) not decorate balconies and windows with plants that disturb other tenants, damage the façade, or risk causing accidents;
- e) not store dangerous objects or carry out hazardous work inconsistent with the agreed use;
- f) clean abnormal dirt and repair any damage caused outside the rented premises by themselves, their family, suppliers, guests, or pets;
- g) refrain from shaking rugs, brooms, or brushes in stairwells, on landings, out of windows, or from balconies;
- h) not throw anything out of windows or balconies, in particular food for animals (pigeons, seagulls, etc.).

11. Tenant's Absence

In the event of absence, the tenant shall take all necessary measures to prevent damage in the rented premises or in any part of the building caused by their fault or negligence (including, in particular, freezing, water or gas leaks, fire, explosion, blocked pipes, falling objects placed on windows or balconies, etc.).

If access to the rented premises is essential for the safety of the building or its occupants, the landlord is authorized to enter. In such cases, the tenant must be notified as soon as possible.

12. Garden, Terrace, Sidewalks

The tenant shall, at their own expense, maintain the garden and terrace to which they have exclusive use. They may not erect any structures without the landlord's consent and must comply with legal provisions.

The pruning of trees is the responsibility of the landlord.

The tenant is responsible for keeping the sidewalks in front of ground-floor commercial premises clean.

13. Barbecues

Barbecues on balconies and in gardens are permitted, provided they do not disturb other residents of the building or neighboring buildings, and do not cause damage to the property.

14. Waste

The tenant shall dispose of sorted waste in the areas designated by the landlord or the municipality. They must comply with the instructions provided on this matter.

15. Pets

Keeping dogs, cats, or other animals is permitted, provided they do not disturb other tenants and do not cause any damage or dirt to the building or its surroundings.

16. Pests

The tenant must inform the landlord of the presence of pests or rodents.

The landlord shall take all necessary measures for their extermination and shall bear the costs, provided the tenant is not at fault.

The tenant may not oppose the disinfection of the rented premises when it is in the general interest of the building.

17. Elevator

Unless otherwise agreed, the elevator is reserved for the transport of people. Any damage caused by other use shall be borne by the party at fault. Children using the elevator do so under the responsibility of their parents.

18. Laundry

The installation of a washing machine or dryer in the rented premises may only be done with the landlord's prior written consent. In the event of refusal, the landlord must state the reasons.

Unless otherwise agreed, the tenant may not hang laundry in their apartment.

Subject to the first paragraph above, only small loads of laundry may be done in the apartment. For all other laundry, the tenant must use the laundry room and drying area on the assigned days, preferably once every two weeks.

They must comply with the posted regulations. The cost of energy for all appliances, as well as maintenance, normal depreciation, and water used, is borne by the users.

19. Cable Network Installation

In the event of cable network installation in the building, the tenant accepts, without rent reduction for the removal of the collective antenna, the installation of the necessary lines and outlets, provided that at least $\frac{3}{4}$ of the affected leaseholders agree (each lease counts as one vote).

The cable network fee is borne by the tenant, unless they choose not to be connected.

The tenant shall pay this fee monthly to the landlord when the latter is required to pay it to the service provider. In the event of an increase, the landlord shall provide the tenant with a copy of the invoice.

If, under the same proportion as in paragraph 1, the tenants of a building request it, the landlord must connect the building to the cable network, provided that the neighborhood is equipped and the resulting costs are not excessive, or to another similar reception system.

20. Building Cleaning

If there is no concierge service, tenants are required to carefully and regularly clean hallways, staircases, landings, courtyards, corridors, and common areas, and to ensure the disposal of waste, particularly household waste.

21. Required Authorizations

The landlord's prior written authorization, and where applicable that of the competent authorities, is required for: la pose d'enseignes (écriteaux, affiches, panneaux publicitaires, etc.);

- a) installing signs (placards, posters, advertising panels, etc.);
- b) installing machines or electrical appliances in cellars, attics, outbuildings, etc.;
- c) sanding or impregnating parquet floors;
- d) installing external antennas (radio, TV, etc.);
- e) carrying out craft or industrial activities, or teaching music, singing, dance, physical training, etc., in residential premises; such activities must in no case cause harm to other tenants, the neighborhood, or the building itself;

- f) installing washing machines in the rented premises.

At the tenant's request, the landlord shall provide reasons for any refusal and, where applicable, for the withdrawal of an authorization.

22. Sublease (art. 262 CO)

When the tenant wishes to sublet all or part of the premises, they must first request the landlord's written consent, indicating the sublease conditions and the information required by the landlord in accordance with Art. 262 CO. The tenant may not sublet the entire premises for an indefinite period. This principle may only be waived with the landlord's written agreement.

The tenant guarantees to the principal landlord that the subtenant will not sublet the premises again without the principal landlord's authorization.

The landlord must make a decision within thirty days of receiving the request.

23. Civil Defense

If the tenant's cellar or another outbuilding is located in a civil defense shelter, the tenant accepts any modifications to the premises required under civil defense regulations.

24. Defects of the Rented Premises (art. 256, 257g et 259 CO)

The tenant must promptly notify the landlord of any defects they are not required to remedy themselves. The tenant is liable for any damage resulting from failure to notify the landlord.

The landlord is required to maintain the premises in a condition suitable for the intended use, except for minor cleaning or repair work necessary for the normal upkeep of the rented premises, which is the tenant's responsibility.

25. Work Carried Out by the Tenant (art. 260a CO)

When the tenant wishes to renovate or modify the rented premises, they must first request the landlord's written consent by submitting the plans and proposed alterations.

The landlord must make a decision within thirty days. The landlord may require a guarantee for the payment of the planned works.

Any modifications, improvements, or repairs must not compromise the safety, sanitation, aesthetics, or value of the building.

They must also comply with official regulatory or administrative requirements.

26. Work Carried Out by the Landlord (art. 260 CO)

The landlord may only renovate the premises if the work can reasonably be imposed on the tenant and if the lease has not been terminated.

When the landlord wishes to renovate the premises, they must inform the tenant sufficiently in advance

and as soon as possible, except in urgent cases, and give the tenant the opportunity to provide their opinion and/or request additional information.

27. Inspection and Visit of the Premises (art. 257h CO)

The tenant must allow the landlord to inspect the premises insofar as such inspection is necessary for maintenance, sale, or subsequent rental.

When the landlord visits or shows the premises for re-letting purposes, this may generally be done by appointment.

Except in urgent cases, when the landlord must visit or show the rented premises, they must give the tenant five days' prior notice and take the tenant's interests into account.

This notice period is reduced to twenty-four hours in the event of early return of the premises.

Such visits may take place every day, except Sundays and public holidays.

C. SERVICE CHARGES, HEATING, AND HOT WATER

28. Public Taxes

The lease specifies which taxes are to be borne by the tenant.

29. Service Charges

Contractual or agreed service charges (e.g., wastewater treatment tax) are accounted for separately from heating and hot water costs or listed as distinct items in the heating and hot water statement.

The distribution of charges is made in proportion to the volume of the different premises, unless the lease provides for another allocation method, in particular based on actual consumption.

30. Cold Water

Cold water is borne by the landlord, unless otherwise specified in the contract. However, in the case of a mixed-use building, cold water may only be charged to the tenant if separate meters have been installed for commercial premises requiring it (cafés, restaurants, laundry, etc.) or for other specific uses

31. Heating and Hot Water

- a) If there is a central heating system, the landlord shall prepare an annual statement of heating and hot water costs, separate from the building's operating accounts, unless a flat-rate system is applied. This statement covers the period from July 1 to June 30 of the following year, unless otherwise specified in the lease.
- b) The detailed statement of heating and hot water costs, in compliance with legal provisions, and their allocation must be provided to each tenant within a maximum of 5 months from the closing date of the accounts. Any surcharges or refunds must be settled within 30 days of receipt of the statement.
- c) From the dispatch of the statements and for 30 days thereafter, the supporting documents for the past financial year, as well as the legal provisions and guidelines for preparing the annual heating and hot water cost statement, shall be made available to tenants at the landlord's office or another location near the building.
- d) The tenant shall fully cover their heating and hot water costs, even in the event of prolonged absence.
- e) The allocation of heating and hot water costs shall be made in accordance with the Guidelines for preparing the annual heating and hot water account.
- f) The landlord decides on the commissioning or decommissioning of heating, taking into account the wishes expressed by the majority of tenants.

32. Individual Heating

Tenants with individual heating are responsible for checking and maintaining the appliances before commissioning and during operation. They must have the installations serviced in accordance with legal requirements. They must also maintain a minimum temperature at all times to prevent damage from freezing.

D. RETURN OF THE RENTED PREMISES

33. Termination by the Tenant (art. 266m CO)

If the lease concerns a dwelling or commercial premises, the tenant may only terminate the contract in writing. Furthermore, if the lease concerns a family dwelling, a married tenant may only terminate the contract with the express consent of their spouse.

34. Termination by the Landlord (art. 266n CO)

The landlord may validly give notice of termination or other communications to the tenant in connection with the end of the lease only if they are sent in writing, in two separate envelopes, to each spouse. Furthermore, the termination must be issued using the official form.

At the landlord's request, the tenant is obliged to provide the landlord with all information regarding their civil status, name, address, and that of their spouse, as well as any de facto or judicial separation. If necessary, the tenant authorizes the landlord to obtain such information from the competent authorities regarding their civil status and address, as well as that of their spouse.

35. Early Return of the Premises (art. 264 CO)

When the tenant returns the premises without observing the notice period or termination date, they must notify the landlord in writing, indicating the date of return of the premises, and must present at least one solvent tenant willing to take over the lease under the same conditions on the indicated return date.

If the landlord has valid objections to the proposed tenant, they must immediately inform the tenant of the reasons for refusal.

In such a case, the tenant must give at least one month's notice, effective on the fifteenth or at the end of the month.

In no case may the landlord be obliged to accept the person proposed by the tenant; however, in such a situation, the tenant is released from their obligations.

36. Usual Term Dates

The usual term dates are:

- April 1st at noon,
- July 1st at noon,
- October 1st at noon.

37. Handover of the Premises

On the due date at noon, the tenant shall return the premises and outbuildings in good condition, clean and properly maintained, free of all personal belongings. All floors must be accessible for inspection.

In addition to the usual cleaning, the tenant must, in particular, replace or clean (as appropriate) the ventilation filter and clean venetian blinds, shutters, and radiators.

Before moving out, the tenant must repair any damage they have caused that is not due to normal wear and tear.

An inspection report, including the inventory and condition of accessories, shall be drawn up in the presence of both parties, signed on site in two copies; one copy is immediately handed to each party. This inspection shall be carried out, if possible, in empty premises.

38. Return of Keys

The tenant must return to the landlord all keys to the premises, including any duplicates they may have had made.

In the event of lost keys, the tenant is required to replace them but is only liable for the costs of changing the lock cylinder of the apartment door if it is a security lock.

The mere return of the keys does not release either party from any obligations they may still have toward one another.

39. Return of the Security Deposit

The return of the security deposit is carried out in accordance with Article 2.

Transitional Provision

At the end of the lease, the tenant may only claim reimbursement for the awning they paid to the landlord if both of the following conditions are met:

- a) the awning has not been depreciated (10-year lifespan),
- b) the awning is in good condition.

Adopted at its session of August 26, 1998, by the Joint Commission appointed by the Council of State.

Approved by: ASLOCA-Vaud,
the Vaud Real Estate Chamber,
the Vaud Property Managers' Association,
the Vaud Trade Union.
