A joint provisions of French-speaking Switzerland and rental rules and practices of the Canton of Vaud

Preambles
All or part of the articles No. 1, 2, 5, 6, 7, 22, 24, 25, 26, 27, 33, 34, 35 and 37 were jointly established between the FRI, USPI, and ASLOCA-FEDERATION ROMANDE and constitute the joint provisions of French-speaking Switzerland (Suisse Romande). The other articles were jointly drafted between ASLOCA-Vaud, the CVI, the SVR, and the USV and constitute the rental rules and practices of the Canton of Vaud.

A. Entry of the Tenant

1. Inventory of premises

Upon entry of the tenant, an inspection of the premises, comprising the inventory and description of the condition of the accessories, is drawn up in two copies in the presence of both parties. Each party signs and receives his/her respective copy which forms an integral part of the lease. This inspection should take place once the premises have been vacated. In general, the inspection is carried out in the presence of the former and the new tenant. If the new tenant is not present, the lessor proceeds with the inspection alone and communicates it to him. The new tenant must, upon reception of the document and without delay, report any defects he may discover that are not mentioned in the report; should he fail to do so, the inspection form is considered as accepted.

Upon request of the tenant, the lessor submits a copy of the exit inspection report of the former tenant. The lessor must inform the new tenant of any defects that he is aware of.

2. Guarantees (Article 257eCO)

If a financial guarantee is required by the lessor, it should not exceed three month’s rent net, except for commercial leases. It must be deposited within thirty days following the signing of the lease, but at the latest upon entry of the tenant into the premises. If the lessor receives the guarantee, he must deposit it within ten days on an account established in the name of the tenant at a bank near the location of the building. Should the tenant constitute the guarantee himself, he is to follow the same procedure.

This procedure guarantees (or ensures) the tenant’s obligations towards the lessor ensuing from the present lease, or the possession of the rented premises beyond the terms stipulated in the lease.

The tenant cannot oppose the compensation by means of the guarantee deposit that he has provided for any debts towards the lessor he may have incurred during the course of the lease or at departure.
Withdrawal of part or all of the sums and values deposited as guarantee can only be carried out by means of the lessor’s and tenant’s joint signatures or under the terms of a court order. If no judicial action is taken within one year from the date the tenant leaves the rented premises subject to the guarantee, the latter is freed (liberated) in full right and the tenant or his representative is authorized to take possession of the funds again.

3. **Payment of the first rent**

The first term of rent must be paid upon entry of the premises by the tenant.

4. **Meters.**

The tenant is required to bear the cost of the installation of the gas meter, if necessary, and the reading of the existing meters (gas, electricity). He pays his own electricity and gas consumption as well as their relative taxes and rents.

5. **Insurances**

The lessor and the tenant are obliged to contract an insurance covering the civil liability which they assume as a result of the lease.

**B. DURING THE LEASE**

6. **Adhesion of the spouse (only valid for housing leases)**

If a couple marries within six months of signing the lease, they are considered as joint tenants of the family housing, with all pertaining rights and obligations. As joint tenants all correspondence with regard to the lease, with the exception of its cancellation, can be sent to them in single copy in the same envelope to the family address. In the event of divorce, article 121, al. 2 CC is applicable. Art. 121 Al 2 DC: ‘The spouse who is no longer a tenant is jointly responsible for the rent until expiry of the lease or until the term stipulated in the contract or by the law, but in any case for a maximum of two years; in the event that he is committed to payment of the rent, he can compensate for the amount paid for alimony to his spouse, by installments limited to the monthly rent.’

In the event of a subsequent marriage of the remaining tenant, the new spouse can adhere to the lease by a unilateral declaration signed by both spouses and send it to the lessor within six months after the marriage.
7. Payment of the rent. (Article 257c CO)

The rent, heating charges and any other incidental costs are payable monthly in advance to the lessor’s residence or his postal or banking account. If the tenant is more than ten days late paying the monthly rent and if he is subject to a formal written but ineffectual warning, the lessor can require that the rent, heating charges and any other incidental costs be paid in advance on a quarterly basis as of the month following the expiry date mentioned in the formal warning.

8. Obligations of the lessor

The tenant is responsible for payment of the following costs:

a) establishing the lease
b) maintenance of the communal facilities such as elevators, ventilation systems, etc.
c) lighting in the stairwells, communal areas and the periphery of the building.
d) the janitor service (if the building benefits from such a service)
e) installation of a telephone point inside the accommodation. This also applies to new buildings or those undergoing refurbishment.
f) replacement of canvas blinds if the premises are fitted with them.

9. Obligations of the tenant.

The tenant is required to use the rented premises with all due care. He is responsible for the cleaning of it and, apart from normal wear and tear, for repairing any damages he may have caused and for any minor maintenance and repair work. In particular he is responsible for:

a) installing and removing double windows;
b) replacing broken or damaged window panes;
c) maintaining floors and woodwork. Damage caused by high heeled shoes or laying carpets, for example, are considered to be damages for which the tenant is held responsible.
d) replacing damaged plugs and light sockets;
e) replacing worn cords of shutters and/or blinds;
f) lubricating door locks, hinges, bolts, windows, blinds, sunshade frames, etc.
g) maintaining sanitary installations, household appliances, electric plugs and cables, etc.
h) unblocking drains as far as the main outlet pipe, cleaning and unblocking gutters, balcony and terrace drains;
i) having the chimney and flues swept on a regular basis;
j) regularly airing the rented premises;
k) regularly descaling individual boilers. Should the tenant neglect to do so and after formal warning, the lessor may order the boilers to be descaled at the tenant’s expense.
l) replacing tap nozzles, shower flexes and fuses;
m) replacing worn tap washers. To reduce the cost of intervention, the landlord may have the deteriorated washers changed throughout the whole building and invoice the tenants;
n) replacing renewable ventilation filters;
o) removing snow and ice from balconies, terraces and window sills, as well as from pavements and driveways where this constitutes a danger to third parties or the building, or if the house regulations so require;
p) the payment of engraving and installation of door bell and letterbox name plates. If a specific model is imposed by the lessor for the entire building, the tenant may have the name plates engraved by a craftsman of his choice.

10. **Life in the building**

When using the rented property, the tenant is required to have due regard to the other occupants of the building. He shall avoid any non-neighborly behavior or action that goes against the habits and customs of the premises.

To ensure a pleasant cohabitation and to preserve the condition of the building, the tenant shall:

a) avoid any excessive noise that could inconvenience the neighbors and respect their rest between 22:00 and 07:00 hours.
b) maintain stairwells, corridors, landing and immediate surroundings of the building free from cumbersome items with the exception of those articles for which he has obtained specific written agreement from the lessor;
c) avoid damaging the appearance of the building and the communal areas, in particular by putting up posters or publicity in the corridors or on letter boxes.
d) not decorate the balconies and window sills with plants that inconvenience other tenants, damage the façade or risk causing accidents;
e) not deposit dangerous objects or carry out dangerous work other than agreed practices.
f) clean any abnormal dirt and repair any damages caused by himself, his family, his suppliers, his guests or his animals to the interior of the rented premises;
g) abstain from shaking rugs, brooms and brushes in the stairwells, on the landings or from the windows and balconies;
h) avoid throwing anything from the windows or balconies, in particular food for the animals and birds.

11. **Absence of the tenant**
In the event of his absence, the tenant shall take all necessary precautions to prevent damage occurring to the rented premises or in any other part of the building due to his fault or negligence (in particular, water or gas leaks, fire, explosion, obstruction of the drains, objects falling from window sills and balconies). The lessor/owner is authorized to access the premises if it is essential to the security of the building or its occupants. In which case, the tenant must be informed as soon as possible.

12. **Garden, terrace, sidewalks**

The tenant shall bear the cost of the maintenance of the garden and terrace which he enjoys the use of. He may not erect any construction whatsoever without the agreement of the lessor/owner. Pruning of the trees is the responsibility of the owner. The tenant must ensure that the pavements in front of commercial premises on the ground floor are kept clean.

13. **Barbecues**

Barbecues on balconies and in the gardens are only allowed if they do not inconvenience the other inhabitants of the building and neighboring buildings and they do not cause damage to the premises.

14. **Waste**

The tenant deposits the sorted waste at the places foreseen by the owner or the commune. He complies with the instructions given to him on this subject.

15. **Animals**

The keeping of dogs, cats or other animals is tolerated on condition that they do not disturb the other tenants or cause damage or soil the building or its surroundings.

16. **Parasites**

The tenant must notify the lessor of any signs of parasites or rodents. The lessor shall take the necessary measures to exterminate them. He shall bear the costs provided the tenant is not at fault.
17. Elevator

Unless otherwise agreed, the elevator is reserved for transporting people. Deterioration of the lift caused by any other use shall be paid for by the tenant at fault. Children who use this form of transport do so under the responsibility of their parents.

18. Laundry

Washing machines and tumble dryers may only be installed in the rented premises with the prior written agreement of the lessor. In the event of refusal, the latter must justify his reasons. Unless otherwise agreed, the tenant may not hang washing to dry in his apartment. Under reserve of the first sub-paragraph above, he may only do small loads of laundry in the apartment. Moreover, he shall use the communal laundry facilities at his disposal on scheduled days. He must comply with the published regulations. The energy consumed by all appliances, their maintenance, normal depreciation and water consumption shall be paid for by the consumers.

19. Installation of cable TV

Should cable TV be installed in the building and provided ¾ of the tenants concerned so desire (one lease is equivalent to one vote), the tenant accepts the installation of the necessary cabling and points with no reduction in the rent for the elimination of the collective antenna. The subscription cost of the cable TV is borne by the tenant unless he does not wish to be connected. The tenant pays the owner monthly, who, in turn, pays the creditor company. The owner transmits a copy of the invoice in the event of an increase. If, in the same proportion as paragraph 1, the tenants request installation of the cable, the owner must connect the building to the local TV cabling, provided the district is equipped, or to another similar reception system and as long as the resulting expenses incurred are not excessive.

20. Cleaning the building

If there is no janitor service, the tenants are required to regularly clean the communal passageways, stairs, landings, yards, corridors and outbuildings and to see to the disposal of refuse, particularly household waste.
21. **Required authorizations**

The lessor’s prior written authorization, and in some cases the competent authorities’, is required for:

a) installing signs (signboards, posters, publicity, etc.)

b) installing electrical machines or appliances in the basements, attics, outbuildings, etc.

c) sanding or varnishing of parquet floors

d) installing external antennae (radio, TV, satellite dishes, etc.)

e) exercising craft or industrial activities, teaching music, singing, dancing, bodybuilding, etc., in the residential accommodation; such activities should under no circumstances inconvenience other tenants, the neighborhood or the building itself;

f) installing washing machines in the rented premises

Should the tenant’s written request be refused, the lessor must justify his reasons, or, where applicable, the withdrawal of an authorization.

22. **Sub-letting (Article 262 CO)**

Should the tenant wish to sub-let all or part of the rented premises, he must communicate the sub-letting conditions and the information required by the lessor in application of art. 262 CO in order to acquire the latter’s written consent.

The tenant may not sub-let the entire property for an indefinite period. Derogation from this principle is only possible with the lessor’s written agreement.

The tenant acts as a guarantor towards the owner/lessor that the sub-tenant will not in turn sub-let the premises without the owner/lessor’s authorization.

The owner/lessor must reply to the tenant’s request within 30 days.

23. **Civil Protection**

Should the tenant’s cellar or another dependence be located in a civil protection shelter, he accepts the modifications of the premises in question according to the directives of the Civil Protection.

24. **Defects of the leased property (art. 256,m257G and 259 CO)**

The tenant must notify the lessor without delay of any defects that he is not responsible for remedying himself.

He is responsible for damage resulting from failure to notify the lessor. The latter is required to maintain the property in reasonable condition for the purpose for which it was rented with the exception of cleaning and repairs considered essential for the normal maintenance of the rented property and which are incumbent upon the tenant.
25. **Work carried out by the tenant (art 260a CO)**

When the tenant wishes to renovate or modify the rented property, he must first request the written permission of the lessor, submitting plans and drawings of the transformations.

The lessor must come to a decision within thirty days and he may request the presentation of a guarantee for payment of the planned work. Modifications, improvements and repairs must not compromise the security, salubrity, appearance of value of the building. In addition, they must comply with the official administrative regulations.

26. **Work carried out by the lessor (art.260 CO)**

The lessor may only renovate the property if the work can be imposed on the tenant within reason and the lease has not been terminated. Should the lessor wish to renovate the property, he must notify the tenant sufficiently in advance and as soon as possible, except in urgent cases, and give the tenant the opportunity to give his opinion and/or request further information.

27. **Inspection and visits of the property**

The tenant must authorize the lessor to inspect the property where such a measure is necessary for maintenance, sale or subsequent rental.

Then the lessor inspects or commissions an inspection of the premises with a view to re-letting, he may do so by rendezvous. Except in cases of urgency, when the lessor wishes to inspect or commission an inspection of the rented premises, he should give the tenant five days notice, taking into account the latter’s interests. This period is reduced to twenty-four hours in the case of early restitution. These inspections may take place on any day except Sundays and public holidays.

C. **ADDITIONAL EXPENSES, HEATING AND HOT WATER**

28. **Public taxes**

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

29. **Additional expenses**

The contractual or conventional additional expenses (i.e. purification taxes etc.) are subject to a separate billing from heating and hot water expenses. The distribution of expenses is calculated pro rata according to the volumes of the various premises.
unless the lease foresees another scale of distribution, in particular according to actual consumption.

30. Cold water

The cost of cold water is borne by the lessor unless otherwise stipulated in the contract. However, in a mixed (commercial and residential) building, the cold water can only be invoiced to the tenant insofar as separate meters have been installed for the commercial tenants (cafés, restaurants, launderettes, etc.) or for other particular use.

31. Heating and hot water

a) If there is a general heating installation in the building, the lessor shall establish an annual heating and hot water account, separate from the operating accounts of the building, provided that the flat rate system is not applied. This account will over the period from July 1st to June 30th of the next year.

b) The detailed account of the heating and hot water charges, in conformity with the legal provisions and their distribution, must be handed to each tenant within five months of the date of the closing of the accounts. The supplements or refunds are settled within 30 days of reception of the account.

c) From the moment the accounts are forwarded, and for 30 days thereafter, the accounts and legal provisions covering the year ended as well as the distribution tables, are kept at the tenant’s disposal by the lessor or in a place near the building.

d) The tenant covers the entirety of his heating and hot water expenses even in the case of his extended absence.

e) The division of heating and hot water charges will be carried out in accordance with the directives of the annual statement of heating and hot water.

f) The owner decides when the heating is to be turned on, taking into account the wishes expressed by the majority of the tenants.

32. Individual heating

Any tenant who has individual heating shall control and maintain the appliances before they are put into operation and during their use. He shall have them serviced in compliance with the legal provisions. He shall permanently maintain the minimum temperature in order to prevent damage due to freezing.
D. RESTITUTION OF THE RENTED PREMISES

33. Cancellation by the tenant (art 266m CO)

If the lease relates to housing or commercial premises, the tenant can only terminate the contract in writing. Moreover, if the lease relates to family housing, the married tenant cannot terminate the contract without the sound agreement of his/her spouse.

34. Cancellation by the lessor (art 266n CO) (valid for housing leases only)

The owner can only validly announce the cancellation or other communications with the tenant in relation to the end of the lease if they are addressed in writing, under separate cover to each of the spouses. The cancellation must moreover be addressed specific official forms. Upon request of the lessor, the tenant is obliged to provide the lessor with information concerning his marital status, his name, his address as well as those of his spouse and of any separation, legal or in actual fact. The tenant authorizes the lessor to seek the same information as above from the competent authorities pertaining to himself and his spouse should the need arise.

35. Anticipated restitution of the leased property (art. 264 CO)

When the tenant gives up the premises without observing the date or term of leave, he must advise the lessor in writing, by indicating the date of restitution of the premises and present at least one financially solvent tenant who is will to take on the lease under the same conditions as of the date of restitution indicated by the tenant. If the lessor has justified objections against the candidate, he must indicate to the tenant the reasons for his refusal without delay. In such a case, the tenant must respect a minimum of one month’s notice as of the fifteenth or the end of the month. The lessor cannot, under any circumstances, be held to accept the candidate proposed by the tenant, it being specified that the latter is then released from all his obligations.

36. Usual terms

The usual terms are:
- April 1\textsuperscript{st} at midday,
- July 1\textsuperscript{st} at midday,
- October 1\textsuperscript{st} at midday.
37. **Handing over of the premises**

At midday on the date of expiry, the tenant hands back the premises and their appurtenances (thoroughly cleaned and in good condition) void of all objects belonging to him. All of the floors must be able to be inspected. In addition to the general cleaning, the tenant must take particular care to change or clean, according to the model, the ventilation filters as well as clean the blinds, Venetian blinds and radiators. Before leaving, the tenant must repair any damages made by him and which are not due to normal wear and tear. An inspection of the premises, including an inventory and condition of the fittings, is drawn up in the presence of the two parties. Each party signs and receives a copy. The exit inspection of the premises should be carried out if possible once they are empty.

38. **Returning the keys**

The tenant must hand over the keys of the premises to the lessor, including those which he has had made. The tenant is responsible for replacing any keys he may have lost and must bear the cost of a new cylinder of the front door if it is a security lock. The fact of handing over the keys does not release the parties from any obligations they may still have towards one another.

39. **Restitution of the guarantee**

The restitution of the guarantee is carried out as per article 2.

**Temporary disposition.**

At the end of the lease, the tenant can only expect the reimbursement of the sun awnings he may have paid for under the following conditions:

a) the awnings are not depreciated (10 years)

b) the awnings are in good condition.

Contract of the French-speaking part of Switzerland (Contrat-cadre vaudois) signed on November 24th, 1998 by:

ASLOCA-Vaud - Chambre Vaudoise Immobilière, Société Vaudoise des Régisseurs et Courtiers en Immeubles et Fonds de Commerces

and declared binding effective December 1st 2001.
GENERAL PROVISIONS FOR HOUSING, GARAGE AND PARKING LOT,
FORMING AN INTEGRAL PART OF THE LEASE.

GENERAL PROVISIONS

1. Rents / Methods of payment (Art. 3 and 7 RULV)

A 7% interest is rightfully due for any non-payment of amounts due resulting from the present lease. The latter is the equivalent of an acknowledgement of debt by means of article 82LP (art. 104 CO).

2. General Services (art. 8 RULV)

The lessor must supervise the correct functioning of the building’s services (water, gas, heating electricity, elevator, etc.) but does not guarantee their regularity. In case of interruption, he is obliged to rapidly have their operating condition restored.

3. Responsibility of the tenant

The tenant is responsible for all damages resulting from inadequate or lack of cleaning or maintenance. The owner is not responsible for any damage which is not of his doing or which is caused by a third party. He declines all responsibility, in particular:

a) in the event of theft or of deterioration of items belonging to the tenants or third parties:
b) for damage caused to rented premises or their contents as a result of events occurring within the building or its vicinity such as fire, flood, frost damage, gas leakage, storms, strong gales, forced entry, etc.

4. Insurances

The tenant insures at his expense and for their value all of his belongings and personal fittings undertaken in the rented premises or in the building, against risk of fire, explosion, water damage and theft.

The tenant bears solely the consequences of not fulfilling this obligation, at the lessor’s complete discharge.

5. Appurtenances at your temporary disposal

The tacit use of such premises put at the disposal of the tenant can be revoked at any time, without indication of reason, within 30 days notice, by means of registered letter.

The appurtenances put at ones disposal free of charge and to be used as one pleases can be retrieved by the lessor within 30 days notice.
6. Sanctions

The non-observance by one or the other of the parties, of the lease, the law, the Joint Provisions of French-speaking Switzerland and Renting Rules and Practices of the Canton of Vaud and other statutes which form an integral part of the latter, gives the other party the right, after formal but ineffectual warning, to terminate the contract within 30 days notice in the legal manner, damages being under reserve.

A. FOR HOUSING

7. Obligations of the tenant (Article 9 and 23 RULV)

In addition to the obligations placed under his responsibility by the law, the Joint Provisions of French-speaking Switzerland and Renting Rules and Practices of the canton of Vaud and contractual provisions, the tenant agrees to:

a) give up his cellar without compensation should the authorities require the premises for the modification or construction of civil protection shelters;

b) choose neutral coloured wallpaper and/or paint with prior agreement of the lessor, failure to do so may result in him having to bear the cost of replacement at the time of his departure;

c) tolerate work intended to repair defects and to repair or prevent damages.

8. Laundry facilities (art. 18 RULV)

The tenant is expected to abide by the calendar, schedule, tariff and rules displayed. If damages occur to the machines due to negligence, repair costs will be borne by the person at fault.

B. FOR GARAGE AND PARKING LOT

The tenant undertakes to:

a) keep the perimeters of the garage or parking place clean, remove snow and take all necessary measures against the formation of ice;

b) maintain the closing mechanism and the lock of the garage door;

c) unblock any drains inside the garage as well as any oil traps at his own expense;

d) avoid any work on vehicles (lubrication, oil changes, maintenance, etc.) in the parking area or the communal garage;

e) avoid storage within the parking area or the communal garage.

He undertakes not to:

f) park outside the limits of the rented space;

g) park in front of the garage entrances or within the boundaries of the property;
h) allow cars without license plates to park in the parking spaces, this includes trucks, vans, caravans, mobile homes, trailers, etc.;  
i) park inside the garage with the engine running (danger of gas emission);  
j) slam doors, blow horns and race the engine;  
k) store inflammable or hazardous products;  
l) consume electricity with the exception of general lighting;  
m) leave the garage door open;  
n) wash his vehicle inside or outside the garage, except in the washing area provided for this purpose if one exists;  
o) modify the purpose of the rented premises in any way, in particular use them as a workshop or a depot.

10. **Cost of personal inscriptions**

The tenant pays for the inscription on the parking place – the chronological number or the license plate number – according to the model imposed by the owner.