



Various types of private rental housing

Sub-letting

Sub-letting involves making all or part of the accommodation available for rent on a temporary basis. The accommodation which can be sub-let is either self-contained (a studio or apartment), or a bedroom in an apartment.

Whatever the circumstances, a tenant who wishes to sub-let accommodation must, beforehand, seek written permission from his/her landlord/landlady and should stipulate the sub-letting conditions.

The landlord/landlady may only refuse consent if :

- the tenant refuses to provide a copy of the sub-letting conditions
- the sub-letting conditions are unreasonable (the rent is too high for example)
- the sub-let will involve considerable inconvenience for the owner of the accommodation (eg. modification of use of the premises, illegal activities on the premises)

In the case of subsidised housing, the tenant should apply for permission to the "Office cantonal du logement"

Rue du Stand 26, cp 3937 - 1211 Genève 3 -

Phone number: 0041 (0)22 546 65 00 - Email: info.logement@etat.ge.ch)

A tenant who sub-lets becomes, in the eyes of the law, "a landlord" with regard to his sub-tenant. However, the original tenant is still beholden to all the clauses agreed in the contract between himself and his own landlord.

There is no contractual agreement whatsoever between the owner of the property and the sub-tenant.

There is no standard model for a sub-letting contract for a studio or an apartment but the tenant can draw up a contract in a format similar to the one signed by himself and his landlord.

When sub-letting a furnished room the tenant can use the contract model provided under the heading "Sub-letting contract"

In the interests of both parties, whatever the object and the circumstances of the sub-let, it is highly advisable to draw up a written [contract](#).

Joint tenancy

Joint tenancy is based on a lease signed jointly, and in agreement, by several people and a landlord. The term "joint tenancy" implies that the occupants have all signed a contract with the landlord and they all have equal responsibility for the premises.

In the case of this sort of contract if one or other of the joint tenants decides to leave and disengage him/herself from the contract the landlord is in no way obliged to draw up a new agreement for a replacement tenant. This means that this sort of contract is rarely used in Geneva.

Surrendering the lease

This solution is employed in cases where one person wishes to transfer his/her tenancy to a third party or when it is not possible for the tenant to give sufficient notice of his/her departure.

In the latter case the tenant is obliged to find a suitable and solvent replacement tenant prepared to take over the contract under the same conditions. However, the landlord is not obliged to accept the new tenant but if he refuses he must disengage the outgoing tenant of all contractual responsibilities from the date on which the new tenant would have signed the lease.

Lease surrender agreements are generally only offered to people who have a fixed income or who have a guarantor in Switzerland. In the canton of Geneva, it is customary to ask for a bank guarantee equivalent to 3 month's rent without expenses.

The outgoing tenant can also offer to include the furniture for a small sum. The new tenant can accept or refuse at will.