



General conditions to tenancy agreement

Edition August 2020

The legally binding German original text was handed over to the tenant at the time of signing the tenancy agreement.

Section 1: Rent

1. Rent has to be paid in advance, at the latest on the first day of the month (expiry date).
2. Heating and operation costs, listed in the tenancy agreement in paragraph 2, are not included in the net rent. The listing in the tenancy agreement is conclusive.
 - 3.1. Unless otherwise agreed payment of heating and operational costs has to be processed as payment on account and the landlord has to balance accounts annually with the tenant. The bill will be sent to the tenant at the latest 9 months after the end of the account period. Amounts of balance become due to payment within 30 days.
 - 3.2. Unless otherwise agreed the fee for the compilation of the heating and operational cost accounts will be calculated as a percentage of the heating and operational costs accumulated in one year. A percentage usual in this industry will be applied.
 - 3.3. Unless otherwise agreed the share of heating costs of apartment buildings, if central heating or hot water systems exist, is distributed to the individual tenant according to the effective accounting system, and in all other cases the share of costs is distributed in equal parts to the tenants.
4. If a fixed term of rent of at least five years has been agreed, rent is set according to the Swiss National Consumer Index.
5. The landlord is authorised to charge the tenant a security deposit up to the maximum amount of three monthly gross rents. The security has to be deposited on a blocked account at a bank or in a depot registered in the name of the tenant (article 257e Swiss Code of Obligations). The security deposit can also be provided in terms of a bank guarantee or security deposit insurance.
6. The landlord is authorised to charge expenditures in connection with late payment of rent to the tenant.

Section 2: Termination (cp. article 3)

1. If a tenancy agreement has been concluded for an indefinite period the tenant or the landlord can terminate the contract subject to the term of notice agreed in paragraph 4 of the tenancy agreement at the end of every given month, except on 31st December. Notice of termination has to be issued in writing by the tenant. The landlord has to complete an official document approved by the canton. The termination is binding when the other party has received it on the last day of the month before the beginning of the notice period at the latest.
2. Tenancy agreements with a fixed term of tenancy can be terminated at the end of the fixed tenancy period in compliance with the term of notice agreed in the tenancy agreement. If no notice of termination is issued the tenancy continues indefinitely (cp. previous article 1)
3. On demand the termination must be justified.
4. If a notice of termination is not issued in due time or on schedule it comes into effect at the earliest possible date. The party affected by the termination has to inform the terminating party immediately about this earliest possible date.

Section 3: Termination in case of family flats, civil partnerships or shared flats / obligation to inform

1. In the case of family flats and civil partnerships the termination is only legally valid in the following cases:
 - On the part of the landlord: if it is sent to both spouses/partners separately.
 - On the part of the tenant: if it is signed by both spouses/partners.
2. Anyone, who realises after receipt of the termination that it does not comply with the above regulations, is to advise the opposite party of the fault within an appropriate period of time.
3. If, in case of shared flats, several tenants have signed the tenancy agreement they are jointly held liable for their contractual obligations unless agreed otherwise.

4. Each tenant is authorised to resign from the tenancy agreement and to terminate the tenancy agreement for them personally as long as the notice period is observed. The tenancy agreement continues to exist for the remaining tenants.

5. The tenant is obliged to inform the landlord in due time of changes of his/her civil status (marriage, civil partnerships, divorce, separation, death of the spouse/partner) and changes of his/her address as well as of the address of the spouse/the partner (e.g. in case of separation).

Section 4: Delivery of the rental property

1. The landlord has to deliver the rental property in serviceable, clean condition. The tenant has to tolerate repair works required for this purpose if they cannot be carried out before the start of the rental period due to time restraints. For resulting disturbances of the tenant article 5 paragraph 2 applies.

2. The tenancy agreement parties jointly compile a handover protocol, which is signed by both parties. It has to be recorded in the handover protocol if the tenant abandons his/her right to have certain deficiencies repaired.

Section 5: Maintenance obligation of the landlord

1. The landlord has to maintain the rental property during the rental term in such a way that it can be used according to contract. He has to carry out those repairs and renovations that have become necessary despite proper use by the tenant. Section 7 reserved.

2. The tenant has to tolerate urgent repairs and renovations on the rental property that become necessary during the rental term.

3. If the interests of the tenant can be duly respected in this connection the tenant has no right to compensation. In case of substantial disturbances the landlord has to propose in writing to the tenant an appropriate compensation after completion of works. If the tenant considers the landlord's proposal insufficient he/she has to inform the landlord in writing within 30 days after receipt of the proposal. Failing this the landlord's proposal becomes effective.

Section 6: Duty of care of the tenant

1. The tenant is obliged to maintain the rental property and built-in equipment and appliances in good and clean condition. The tenant is liable for damages that are not a result of proper use.

2. Cost of common maintenance contracts for devices that need regular servicing (washing machine, dishwasher, ventilation etc.) are at the tenant's expense (cp. paragraph 2 of the tenancy agreement).

Section 7: Small repairs

1. The tenant is responsible for small repairs that become necessary as a result of the normal use of the rental property (cleaning and renovations). The tenant is obliged to repair all small defects emerging during the term of rental irrespective of the fact if he/she has caused them.

2. All repairs costing no more than CHF 150.00 incl. VAT per individual case, and defects for the remedy of which no expert is required are considered small repairs.

3. It is at the landlord's discretion to decide if an expert has to be called in in order to remedy the (small) defect. The tenant is not authorised to actively call up an expert for the remedy of the defect without the landlord's consent.

Section 8: Alterations and improvements

If carried out by the tenant:

1. All alterations and improvements of the rental property require the written consent of the landlord. Lack of consent authorises the landlord to demand that the tenant leaves the alteration/improvement with no claim for compensation or that he/she restores the original condition at his/her own expense at the end of the rental term. Before an alteration/improvement authorised by the landlord is carried out the parties are to put down in writing the current condition of the rental property and the extent of the alteration/improvement, as well as agree on how to handle the alterations/improvements at the end of the rental term and if the landlord will contribute to the costs.

2. If the tenant takes over furnishings against payment or free of charge from his/her predecessor, who has installed them with or without the landlord's consent and on his/her own account and at his/her own risk (e.g. textile floor coverings), the tenant is liable for the original condition of the rental property (e.g. parquet floors).

If carried out by the landlord:

3. If the landlord intends to carry out alterations or improvements exceeding section 5 he has to inform the tenant in advance in writing of the following: character and extent of the intended alteration/improvement, start and estimated duration of the corresponding works and their impacts on the use of the rental property. Furthermore,



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Section 12: Final cleaning when moving out

Upon termination of the tenancy, the tenant shall return the rental property (incl. any balconies, cellar, attic, garage, etc.) in a completely vacated and thoroughly cleaned condition.

This includes:

- Kitchen (kitchen surfaces, stove, oven, refrigerator, freezer, kitchen hood/exhaust air fan)
- Bathroom/toilet (incl. removal of limescale)
- Windows/window frames (inside and outside)
- Doors and door frames
- Shutters/roller shutters/sun blinds
- Floor coverings (including removal of adhesive residues)
- Balcony/patio/adjoining rooms

Section 13: Early return

If a tenant returns his/her rental property without observing the notice period or termination deadline he/she is only released from his/her obligations to the landlord when a next tenant is proposed, who is a reasonable new tenant for the landlord. He/she has to be solvent and prepared to accept the tenancy agreement under the same terms and conditions. Failing this the tenant has to pay his rent up to the point in time when the tenancy ends or can be terminated by contract or by law. The landlord must permit those expenses to be offset, which he saved and what he gained or deliberately failed to gain by using the rental property otherwise. However, the landlord is not obliged to conclude an agreement with the proposed next tenant. Possible clearance costs are at the tenant's expense.

Section 14: Secret moving out

If the tenant is behind schedule with his rent and if it has to be assumed that the tenant has secretly left the rental property before expiration of the agreement the landlord can dispose of the rental property (cp. section 11 paragraph 4). The tenant is liable for the rent and additional costs until the rental property is let to another party. Possible clearance costs are at the tenant's expense.

Section 15: Insurances

1. The building in which the rental property is located has been insured at the landlord's expense with National Building Insurance against fire and natural forces. Furthermore, the landlord effects a liability and water damage insurance at his own expense.

2. From the start of the rental the tenant is obliged to effect a tenants' liability insurance at his/her expense.

Section 16: Cable TV and radio

The tenant can decide at the start of rental if he/she wants to use an existing cable TV and radio connection or if they want to have it sealed off at no cost. With this decision at the start of rental the tenant defines the so-called normal condition. During the rental term the tenant can only request changes to this normal condition at a termination date subject to the period of notice plus 20 days and when assuming the costs incurred.

Section 17: Disputes and court of jurisdiction

1. Disputes arising from this tenancy agreement – exceptions by law reserved – have to be submitted to the arbitration board for landlord and tenant (in short arbitration board) before appealing to a judge.

2. Court of jurisdiction for all disputes arising from the tenancy agreement is the location of the rental property (article 23 CJA).