SUBTENANCY AGREEMENT

1. Contracting Parties

Landlord (Main tenant)	Surname, first name: _____ Address: _____ Telephone: _____ Email: _____
Tenant (Subtenant)	Surname, first name: _____ Date of birth: _____ Nationality: _____ Address: _____ Telephone: _____ Email: _____
Main landlord (Owner)	Surname, first name: _____ Address: _____ Telephone: _____ Email: _____

2. Property for rent

2.1 The landlord is the main tenant of the flat/house at the address

_____

They let a room in it to the tenant *(describe: e.g. 'Room on the 1st floor, approx. 15 m²')*

_____

The room is let to the tenant for their sole use and for residential purposes only. It is not permitted to let the room to third parties or to sublet it.

The landlord (main tenant) confirms that they are entitled to sublet and that the main landlord gave written consent to the subletting before this subtenancy agreement was concluded. The consent will be shown to the tenant on request.

2.2 The room is ☐ rented furnished* ☐ unfurnished.

* The furnishings consist of a bed with a mattress, a duvet, pillows, a desk, a wardrobe, a bookcase and lighting. The furniture and items provided are listed in the handover report.

2.3 The following areas are available for shared use with the landlord and any other residents (tick as appropriate):

- ☐ Kitchen (including crockery, oven and fridge compartment)
- ☐ Bathroom / Shower / Toilet
- ☐ Living room / lounge
- ☐ Garden / Patio / Balcony
- ☐ Laundry room / Washing machine / Tumble dryer
- ☐ Cellar compartment
- ☐ Attic compartment
- ☐ Bicycle parking space
- ☐ Further _____

2.4 The house rules may set out further details on the use of the rented property. Once signed by both parties, they form part of this tenancy agreement.

3. Start of tenancy and duration of tenancy

3.1 Fixed-term tenancy agreement

The tenancy agreement commences on _____ (date)
Expires without notice of termination on _____ (date).
During this period, the tenancy agreement is

☐ not terminable by ordinary notice.

☐ terminable in accordance with the provisions of clause 3.3. below.

3.2 Open-ended tenancy agreement

The tenancy agreement commences on _____ (date)
First terminable on _____ (date)

3.3. Termination

The notice period is:

☐ three months from the end of each month

☐ two weeks before the end of each month (only permitted for furnished rooms).

In the event of notice of termination of the main tenancy agreement, the landlord has the right to terminate this tenancy agreement on an extraordinary basis at the end of the main tenancy agreement, provided that the statutory notice period is observed.

Notice of termination by the tenant must be given in writing. Notice of termination by the landlord must be given using the official form.

4. Rent and service charges

4.1 Rent and service charges

Monthly rent			**CHF _____**
Monthly service charges	**including**	**flat rate**	
Heating and hot water	☐	CHF _____	
Water/Wastewater	☐	CHF _____	
Electricity	☐	CHF _____	
Basic refuse collection charge	☐	CHF _____	
Radio/TV (Serafe)	☐	CHF _____	
Wi-Fi	☐	CHF _____	
Cleaning of communal areas (every 14 days)	☐	CHF _____	
Room cleaning (every 14 days)	☐	CHF _____	
Garden maintenance	☐	CHF _____	
Lift (Operation and Maintenance)	☐	CHF _____	
	☐	CHF _____	
	☐	CHF _____	
Total monthly service charges (flat rate)			**CHF _____**
Total monthly rent including service charges			**CHF _____**

4.2 The rent and service charges are payable monthly in advance, on the 28th of the preceding month, into the account in the name of _____ at the bank _____ IBAN _____.

4.3 The flat rates listed cover all related service charge items.

4.4 The rent and service charges may only be adjusted in accordance with the provisions of the Swiss Code of Obligations and using an officially approved form, whilst complying with the statutory time limits.

5. Rent deposit

5.1 The tenant provides:

☐ no rent deposit

☐ a rent deposit of CHF _____ (up to a maximum of three months' net rent).

The tenant holds a personal liability insurance policy with an insurance company based in Switzerland.

5.2. If a rent deposit is required: The deposit shall be held in a rent deposit account at a bank in the name of the tenant. The deposit must be paid no later than the start of the tenancy. Any costs and fees associated with the rent deposit are to be borne by the tenant.

6. Return of the room

6.1 At the end of the tenancy, the room must be returned cleared, cleaned and in the condition required by the agreement. Normal wear and tear is borne by the landlord. Shared rooms must also be left clean.

6.2 At handover and at return, the parties each draw up a jointly signed report. The landlord must report any defects found at the return immediately.

7. Final Provisions

7.1 Both parties shall, in accordance with the applicable legal provisions, independently notify the relevant residents' registration office of the tenancy in good time.

7.2 Any amendments or additions to this contract must be made in writing. Rent adjustments are governed by clause 4.4.

7.3 Should any provision of this contract be wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. Unless otherwise provided for in this contract, the provisions of the Swiss Code of Obligations shall apply.

7.4 In the event of disputes, the courts at the location of the property have jurisdiction.

Place and date _____ Place and date _____

Landlord: _____ **Tenant:** _____

Surname/First name: _____ Surname/First name: _____