

Moving into accommodation in Switzerland

If you live with a host family in Switzerland, it makes a difference in the eyes of the law whether or not you pay them rent. If you are charged rent to occupy the rooms, you are classed as a tenant. If you live there free of charge, you are bound by the provisions of a commodatum (loan for use).

1. You pay nothing for your accommodation: commodatum

If you live somewhere free of charge, the law states that you are the recipient of a commodatum, not a tenant. Here are the most important points:

- The provisions of tenancy law, such as protection against termination in particular, do not apply. Therefore, you cannot defend yourself against a termination.
- If you have agreed upon a certain duration with the host of the apartment, you must move out at the end of this period, possibly even before this date if he/she urgently needs the rooms himself/herself due to unforeseen circumstances.
- If you have not agreed upon a duration, your host may demand that you move out at any time. They do not have to adhere to any specific notice periods or deadlines.

2. You pay for your accommodation: letting or subletting

If you have to pay for your living space, be it for a single room in an apartment, a whole apartment or even a house, this is classed as letting or subletting. Swiss tenancy law applies in both cases.

Here are the most important points which apply to both letting and subletting:

- It is not mandatory for you to conclude a written contract with your host – a verbal agreement is also valid. Nevertheless, it does make sense for both parties to put the arrangement down in writing. Only then is it clear what has been agreed. In the contract, you can specify the rental period, the rent owed, the ancillary costs to be paid and other important points. The best thing to do is to ask your landlord for a written contract and get advice on the matter (for example, from the conciliation authority responsible for you in your place of residence at www.mietrecht.ch → Conciliation authority).
- A tenancy can be concluded for a fixed term or unlimited period. A tenancy is classed as fixed-term if it ends

upon expiry of the agreed period without anyone having to give notice – it simply expires. Example: “The tenancy will expire on 30 September 2022.” Unlimited tenancy agreements end when either you as the tenant or your landlord give notice. You can find out more about termination below.

- If you sign a tenancy agreement together with another person – such as your partner, a family member or another person who has fled Ukraine – you become tenants with equal rights. This means that you are jointly liable for paying the agreed rent and can only terminate the agreement together.
- Your host may present you with a written protocol to sign at the beginning of your tenancy. This is a way of recording the condition of the rooms at the start of your tenancy. When you move out later, you will be presented with another protocol listing any damage.
- As a tenant, however, you are not liable for normal wear and tear, for example, small scratches on the parquet floor that simply occur under normal circumstances. If you do, however, experience a mishap, for example, a larger, permanent stain on the carpet, the landlord could hold you responsible for this in principle.
- The Conciliation Board for Tenancy Matters (see address above) can advise you free of charge in case of disputes.

The following shall apply in the event of termination

Unlimited tenancies end when either you or your host gives notice – unless you mutually agree that the tenancy will end on a specific date. It is best to record this termination of contract in writing.

Here are the most important rules that apply when terminating an unlimited tenancy:

- The process of giving notice does not happen overnight. If you want to terminate your tenancy, you must adhere to certain dates and deadlines. The notice period is the period of time to be observed between re-

ceipt of the notice and the end of the contract. The termination date, on the other hand, is the day on which the tenancy agreement ends.

- Check your tenancy agreement to see what dates and deadlines you have agreed upon. These are binding in principle. The law regulates how long the minimum notice period must be. These minimum deadlines must not be undercut.
- Notice period: the statutory minimum period for the letting of furnished rooms is two weeks; for apartments it is three months. The three-month period also applies if you rent a (furnished or unfurnished) room and – in addition to the kitchen and bathroom – can also share other common rooms such as the living or dining room. The minimum notice period of three months also applies to furnished one-bedroom apartments or studios with their own kitchenette and bathroom.
- Termination date: if you only rent a furnished room, you can terminate your tenancy (with a notice period of two weeks) at the end of a one-month rental period. Example: the tenancy begins on 15 March; you can terminate it on the 14th of each month. In the case of the other types of accommodation, notice of termination is given on the customary termination dates. You can ascertain what these are by entering your place of residence or postcode at www.mietrecht.ch → Conciliation authority.
- If you wish to terminate your tenancy, you must do so in writing. For example: “I hereby terminate the existing tenancy agreement for apartment XYZ (more precise details such as address) from ... (date) as at 30 September 2022. Please provide me with written confirmation of receipt of this notice of termination and the termination date of the tenancy agreement.” You must sign your notice of termination. A verbal termination or a termination by e-mail or SMS would therefore be invalid.
- If your landlord wants to give notice, he must use a form approved by the canton. It must state how you, as the tenant, must proceed if you want to contest the termination or request an extension to the tenancy. Without this form, the termination is not valid.

- If you do not want to accept the termination, you can contest it with the locally competent conciliation authority within 30 days of notification thereof. There you can also request an extension on your rent, whereby it is assumed that the termination has hit you particularly hard.

3. If something breaks: liability

What happens if an object belonging to the host breaks in the apartment?

In principle, you are liable for the current value of the object if you have damaged something. If you do not have personal liability insurance, you must always pay for the damage yourself. It is best to talk to your host as he may be willing to turn a blind eye.