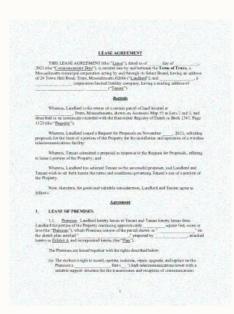
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Valid lease agreement

Is unregistered lease agreement valid. Requirements for a valid lease agreement in south africa. Valid commercial lease agreement. What makes a lease agreement valid in south africa. Valid lease agreement must contain. Verbal lease agreement valid. A lease agreement must be registered on ejari to be valid. Requirements of a valid lease agreement. What makes a valid lease agreement. Is a lease agreement valid if not signed. Is lease agreement still valid. A lease agreement is valid even without the. To be valid a lease agreement must.



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You might have heard horror stories about apartment hunting: 200 inquiries, 10 apartment viewings, and only one offer. Finding a rental apartment in cities like Berlin or Munich is challenging — so, it's no wonder some people barely look at the lease agreement when they finally get to sign. The important thing is to have found a place, right? Actually, there are a few rules and regulations landlords are obligated to follow. That's why you should go through your rental contract with a fine-tooth comb before signing it, and in this guide, you'll learn what to look out for.

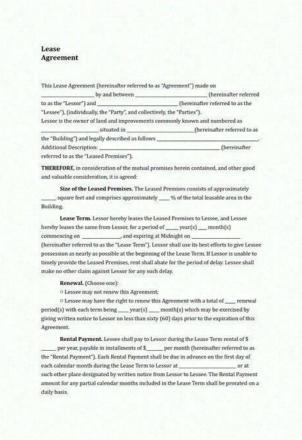
From different types of rental agreements and legal clauses and obligations to minimum rental periods — we've got you covered!A rental contract is a contractual agreement between two parties that defines the rules of renting an apartment. The two parties are the tenant and the landlord, who can be either the apartment owner or a property management company. As a tenant, you pay monthly rent for using the owner's property, such as a house or an apartment. In Germany, you pay the full rent on the first of each month. The rental contract specifies essential points such as the move-in date, the monthly rent amount, the deposit amount, the utility costs, the terms of use, and the termination clauses. We'll discuss all of this in more detail later on in this guide. Generally, your landlord issues the rental contract and sends you two printed copies by mail for you to sign. You keep one signed document and return the other to your landlord. Some landlords send the rental agreement by email to clarify any questions you might have beforehand.

7. Indemnity Regarding Tenant's Use and Activities. Tenant assumes responsibility and liability for and agrees to indemnify, hold harmless, and defend Landlord from and against any and all claims, losses, liabilities, injuries (including death), obligations, damages, and expenses, including reasonable attorney's fees, if any, which Landlord may suffer or incur that are occasioned wholly or in part by or result from any acts or omissions by Tenant or Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or that for any cause or reason whatsoever arise out of or relate to Tenant's use of the Premises or Tenant's activities, including without limitation claims of sexual misconduct, harassment, abuse, or molestation. Tenant shall forthwith notify Landlord in writing with a full description of the facts; the place, circumstances, nature and results; and the names and addresses of involved parties with regard to any occurrences on the Premises which involve any injury to person or property. Tenant will provide Landlord promptly with copies of any claims for damages of any sort, including complaints in any court actions involving such claims. 8. Compliance with Laws. Tenant shall, at its sole cost and expense, comply with all requirements of all municipal, state, and federal authorities now or hereafter in force pertaining to its use of the Premises. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether the Presbytery or the Church be a party thereto or not, that Tenant has violated any such legal requirement shall be conclusive of that fact as between Landlord and Tenant. 9. Dangerous Materials. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. 10. Keys. Landlord will assign ____ sets of entrance keys to Tenant. Tenant will not copy any keys provided by Landlord and will carefully supervise the use of keys provided to maintain security of the Premises. 11. Safe Environment. Tenant agrees that it will comply with the following statement, as required by the Safe Church Task Force of the Presbytery: "Organizations using the facilities of the Church shall provide a safe and nurturing environment for children, youth and vulnerable adults and those who work with them. They must abide by the current Safe Church Policy of the Church or provide proof that their organization has a similar policy in IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first

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above written.

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- 16.3 No Pets. No pets shall be allowed at ANY time. If a pet is found in the Premises, Tenants will be charged a pet fee of \$200.00 per tenant, payable immediately. For each following day the pet remains on the Premises, Tenants will charged an additional pet fee of \$10.00 per tenant, per day. Severally, Tenants agree that if a pet is found in the Premises, Tenants shall immediately pay to Landlord a supplemental security deposit in the amount of One Thousand Four Hundred Dollars and no cents (\$1,400.00). The supplemental security deposit will be held by Landlord consistent with the terms of this Lease governing the Deposit Tenants payment of a supplemental security deposit around the this section shall by Landlord consistent with the terms of this Lease governing the Deposit Tenants' payment of a supplemental security deposit according to this section shall NOT be deemed as a warer of the pet prohibition or as a warer of the pet fees.

 16. 4 The Common Areas. The entry passage halls, public corridors, and stairways shall not be obstructed by Fenants or used by them for any purpose other than ingress and egress. If bikes, lawn furniture, grills etc. are found in the common areas, including exterior sidewalks and lawn, they may be removed without notice.

 16. 5 Tenants are to Stay Off of the Roof Tenants are not permitted on the roof. Other than the fact that it is dangerous to access it, the roof is not designed to allow Tenants to be on it. Accessing the roof may cause damage to the roof. Tenants agree that the damage caused by accessing the roof is difficult to determine. Inspection and repair costs to the Landlord are estimated to be a minimum of \$600.00. If Tenants will be charged \$600.00 per person observed on the roof, Tenants will be charged \$600.00 per person observed on the roof, Tenants will be charged \$600.00 per person observed on the roof, Tenants will be charged \$600.00 per person observed on the roof, Tenants will be charged \$600.00 per person observed on the roof, Tenants will be charged \$600.00 per person observed on the roof, Tenants will be charged \$600.00 per person observed on the roof, Tenant swill be charged \$600.00 per person observed on the roof, Tenant swill be charged \$600.00 per person observed on the roof to pay for inspection and repairs. It is understood that this amount is to be treated as liquidated damages and not as a penalty.

 16. Noise Due to the nature of this mixed-use community, no Tenant or guest shall cause excessive noise or disturbance at any time, or operate a radio, television, or stereo as to disturb other tenants or neighbors.
- stereo as to disturb other tenants or neighbors. Locks. No additional locks shall be put on any door without permission of the
- 16.8 <u>Alterations to Premises</u>. Tenants shall make no changes of any nature in the Premises, including redecoration, without first obtaining consent from Landlord in
- writing

 16.9 Risk of Fire. Tenants shall not engage in any acts which would violate or increase the fire insurance policy on the Premises, nor shall the Premises be used for any illegal purpose.

 16.10 Outside Furniture.

 16.11 Tenants shall not place or store any upholstered furniture or trash of any kind on the front porch, the roof, or in the yard at any time. Any upholstered furniture or trash of any kind that is placed or stored on the front porch, the roof, or in the yard shall be hauled away and disposed of at Tenants' expense.
- expense.

 16.11 <u>Routine Maintenance</u>. Tenants are responsible for normal household maintenance, including replacement of light bulbs, fuses, and cleaning of carpets, sinks,
- commodes, etc.

 16.12 Heating Tenants shall under no circumstances set the thermostats in the Premises lower than 55 degrees. If any damage to the Premises or building occurs because of disregard for this rule, said damages shall be the responsibility of Tenants, including, but not limited to, any structural damages and costs of remodeling.

 16.13 Water Beds. No water beds are permitted.

 16.14 Smoke Alarms Tenants shall be responsible for the replacement of smoke alarm batteries which expire during the Term and for the replacement costs of any fire extinguisher which is discharged or is depressurized during the Term.

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> 16.1 Lockouts There will be a \$5.00 charge for the second and each subsequent time Landlord is called to let any of Tenants into the Premises, whatever the reason. Getting locked out of your apartment after regular business hours is not an emergency. The charge to unlock you door is \$35.00 After Hours.

> 16.2 Kegs. Tenants SHALL NOT PUT KEGS IN SHOWER STALLS OR BATHTUBS. The weight from a keg in these areas can weaken the structure. Tenants agree that the damage caused by placing kegs in shower stalls or bathtubs is difficult to determine since the structures weakened by the weight is not easily accessible. Replacement costs to the Landlord are estimated to be \$400.00. If Tenants put a keg in a shower stall or bathtub, Tenants will be charged \$400.00 to pay for replacement of the shower stall or bathtub. It is understood that this amount is to be treated as liquidated damages and not as a penalty.

16.3 Parties Any debris remaining from parties must be cleaned up by 8 a.m. the morning following the party. If Landlord has to arrange for clean-up, Tenants will be billed accordingly.

17 SUBLEASES AND REPLACEMENT TENANTS.

(j) Dirty Dishwasher

to transfer the monthly rent payment. Deposit: The deposit is a type of security.

Tenants agree not to sublet said Premises or any part thereof without consent of Landlord. Tenants also agree that no person other than Tenants will be permitted to reside in the Premises for any length of time without the written consent of Landlord. Tenants may apply for Landlord's consent in writing and for each person they seek to permit to reside in the Premises must include his or her name(s), social security number(s), name of his or her parent/guardian contact(s), home phone, home address, current Oxford phone and current address. Applications also require a non-refundable \$25.00 application fee. In the event one or more the Tenants named in this Lease desires to vacate the Premises, it shall NOT be the obligation of Landlord to find replacement(s). All Tenants, including those who vacate the Premises, will be responsible for all obligations (including unpaid rent) under this Lease. Any assistance provided to Tenants by Landlord in securing replacement Tenants shall in no way excuse Tenants' rent obligation or any other obligations enumerated herein. The replacement Tenant is required to pay Landlord whatever portion of the Deposit that was paid by the vacating Tenant. Any portion of the Deposit owed to vacating Tenant(s) will be refunded after the deposit and rent is secured from the replacement Tenant(s), minus any charge authorized under this Lease.

18 DAMAGES TO THE PREMISES. The following is a list of common charges. Tenants agree to pay the following minimum charges for damages:

> (a) Plugged drains/disposals, etc. \$25 per drain (b) Keys not turned in \$35 per key (c) Burns, stains or holes in carpet \$35 per burn, stain (d) Unauthorized locking device on door(s) \$45 each (e) Dirty refrigerator or stove \$25 each (f) Trash, unclaimed items, or furniture left on Premises \$25 per hour to clean up plus cost to dispose (g) Cleaning of Premises \$25 per room (h) Missing or damaged trash container(s) \$30/container & \$125 per (i) Dirty Microwave \$15.00 each

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Gesetzbuch, or BGB) lays down the rules for residential lease agreements. According to the BGB, rental agreements have to favor the tenant and not give landlords an advantage.

\$20.00 each

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If you're looking for a Word document version, check out this template by immoscout24, a popular property rental platform. Regardless of how you receive the rental contract, read through it thoroughly before signing it. That's especially important if you haven't viewed the apartment or house yet. Don't let yourself be pressured into anything — a false sense of urgency can be a sign of a rental scam! Also, remember that you're not obligated to sign a lease. If the terms seem shady, always get a second opinion, for instance, from a lawyer or a native German speaker. Some landlords exploit the housing shortage and include conditions that are important to you. Let's say you plan to take a sabbatical or do an internship abroad. In that case, you might want to sublet your apartment. If your rental contract doesn't include any information about subleasing, find out if your landlord is generally ok with this and what the terms would be before signing. Rental agreements can look different depending on the situation. Here are the main options in Germany: Open-end lease: As the name suggests, an open-ended lease agreement has no end date. So, you can stay in the apartment as long as you want. Just like any other contract, an open-ended lease agreement can be terminated by both parties within a given timeframe. Fixed-term greements terminate automatically after a specific period, so you already know when to plan your next move. In Germany, fixed-term contracts are only legally binding if the landlord has valid reasons. You'll learn more about this below. Sublease: Need to save money on rent and sublet a room in your apartment? Then you'll have to set up a sublease agreement. As the main tenant, you keep your existing contract with your landlord and sign an additional rental contract with your subletter-slash-roommate. Keep in mind that living with another person can increase your electricity bill and other utility costs. Short-term rent: If you're a digital nomad working from abroad for several months a year, one way to keep your apartment is to offer it for rent short-term. Or maybe you already terminated your contract and plan to let the apartment for the remaining months? Either way, this is a situation for a short-term rental contract — provided your landlord agrees. Step rent: Landlords can raise the rent at specific intervals. With step rent agreements ("Staffelmiete" in German), the annual increases are agreed on when you sign the lease — your contract specifies the amounts for the next several years. The advantage: You know exactly how much money you need to budget, and the amount of your increased rent is carefully controlled. The disadvantage: Your rent keeps increasing automatically, even if the housing market slows down. Indexed rent: Indexed rent doesn't follow the rent index that applies to your neighborhood. Instead, it uses the Consumer Price Index (CPI) as a reference, which is based on the general living costs in Germany. If the cost of living goes up, your landlord can increase your rent accordingly once a year. Verbal agreement: You can also make a verbal rental agreement (except for fixed-term agreements of 12 months or longer). This rental contract is only valid if your landlord makes you an offer that you explicitly accept. They also have to state essential details such as your name and the monthly rent. If you want to terminate the contract, it must be in writing. Tip: Even though verbal agreements are legal, always choose a written contract to avoid rental scams. The German Civil Code (Bürgerliches

benefit you — you have full control of the costs and, depending on your chosen provider, could save money on the gas bill and other utilities. In large cities, an underground parking space in the building's underground parking. However, it usually makes more sense to set up a separate agreement for the parking space. This way, you can easily terminate the contract if you want to reduce your spending or sell your car. Note that this type of contract doesn't come with extra protection, which means cancellation periods might be shorter. Tip: If your rental agreement includes a parking space that you don't need, you can ask permission from your landlord to sublet the space to someone else. It's a good idea to sign a separate contract for carports, too. If your rental agreement already includes a carport to park vehicles, such as a car or camper van. By the way, besides residential property lease agreements, there are also commercial agreements. For example, if you want to start your own business and rent commercial spaces for your store or warehouse, you need to sign a non-residential lease agreement. In Germany, rental contracts are usually a few pages long, divided into paragraphs, and then subdivided into articles. Which regulations apply and how they're phrased depends to some extent on the landlord and the space that you're renting. However, there are a few elements that rental contracts have to include both parties' full names and addresses. If the owner hires a property management company, the lease should state the names of the rental property: The lease agreement must include the address, how large the rental property is, and the number and type of rooms. In the case of apartment buildings, it should also specify which floor and side of the building the apartment is on, plus the apartment is on, plus the apartment number. Rent payments: The rental contract puts down in writing exactly how much the cold rent ("Kaltmiete," which is the base rent plus ancillary costs) is. It should also list the base rent without ancillary costs) and the warm rent ("Warmmiete," which is the base rent plus ancillary costs) is.

However, the devil is usually in the details, and a lawyer or court might interpret a rental contract differently depending on the specific wording. That's another reason why you should go through the rental contract in detail to clarify any vague words and phrases. The more accurate the terms are, the less potential there is for conflict later on. Rental contracts for houses are only slightly different from those for apartments. They usually have a few more obligations, such as removing snow in front of the house. Since your landlord can't divide the ancillary costs of single-family homes among several parties, you might have to set up contracts with providers yourself. However, this might actually

You transfer it to your landlord when you move in and get it back when you move out — as long the apartment is in good condition. Usually, the deposit is three times the net cold rent. Instead of transferring the money directly to your landlord, you can also set up a rental deposit account together. Type of rental contract or rental period: As mentioned, there are different types of rental agreements. Your rental contract must state what kind of tenancy it is. If you have a fixed-term contract, it must include both the start and end date. Termination clauses: Does the standard legal notice period apply? Or is there a clause that you can only terminate the contract after a given timeframe? Check this information carefully to avoid any unpleasant surprises! Residential or commercial use. You can only operate a business in the space if you have a commercial contract. But don't panic: This rule doesn't apply if you work from home or as a freelancer. House rules: When you a better idea of what to pay attention to, such as airing out the rooms ("lüften" — it's a big deal in Germany, trust us!), separating the trash, and respecting quiet hours. And what about repairs? Some landlords include clauses that you're responsible for paying for minor repairs up to a certain amount per year. But, they can't choose the amount arbitrarily and have to follow the guidelines of the Tenant Protection Association. Generally, the landlord pays for cosmetic repairs, such as renovating the apartment after you move out — unless they included a specific clause in the contract that leaves you responsible. Many landlords make use of this clause to save time and money. However, if your contract doesn't state that you're responsible for cosmetic repairs, then you don't have to worry about it. Your monthly rent generally consists of the

cold rent and the advance payment for the ancillary costs. Note: Your contract must explicitly state the operating or ancillary costs and the amount. The list can look like this: heating costswater supply and sewagejanitorgarbage disposalgarden maintenance...Total: €140 per monthRemember: You don't have to pay for operating costs that aren't in the contract. To learn more about the different costs and how they're divided among tenants, read our guide to ancillary costs. As a tenant, you should check the following details in your German rental contract: Are the details correct? These include the name and address, the size of the rental property, the monthly rent, the monthly rent attention to the property, the monthly rent attention to the property size (stated in square meters). Estimates aren't legally valid. Furthermore, cellars aren't considered part of the living area, and only 50% of the balcony can count as a living area. You can claim a rent reduction if the actual property is for commercial or residential use? Are there any restrictions on subletting? Is the rent amount in line with typical rents in that area? This doesn't apply to indexed rents. Are there regulations about rent increases? Remember: Landlords may increase the rent rises automatically by the amount stipulated in the contract. Are the ancillary costs listed individually? Can your landlord divide all of them among the tenants, or do they have to pay some themselves? Are there specific regulations about terminating the contract state the end date? Once you sign the lease agreement, you must transfer the monthly rent on time. You also need to pay the deposit and respect the house rules. For example, if you want to get a dog, you might need your landlord. So, before taking down a wall to enlarge the kitchen, talk to your landlord — it's their property, not yours. This rule doesn't apply if you're installing a kitchen, but you move out. And if your landlord provided you with a standard stove and sink but you move. As mentioned, landlords can put several clauses in the rental contract, such as for minor and cosmetic repairs. There are a few examples: "On top of the security deposit, you must have a co-signer or leave a deposit for the keys."

The deposit can be up to three times the net cold rent, not more. Additional security amounts aren't valid. "You must get private liability insurance and present it to your landlord" - Nope! Even though everyone should have this type of insurance for their own protection, you're not obligated to get private liability insurance in order to rent an apartment or house. "You can only terminate the rental contract after six months." The legal period of notice that tenants have to give is three months. And to protect the tenant, the notice period for landlords can be even longer. "You can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m." This clause is invalid — you can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and 0 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and 0 p.m. "This clause is invalid — you can play an instrument for a maximum of 1 hour and 0 p.m." for more than an hour, and you just need to respect the quiet hours that are given in the house rules. "You can't have any pets."

This clause is also invalid. You can have small animals, such as hamsters or fish, even without your landlord does not have to remove defects that you notice shortly after moving in. " Quite the opposite: You're entitled to a fully functional apartment! "You have to carry out cosmetic repairs every three years." - Not true! Your landlord is only allowed to stipulate that you must renovate the apartment when you move out. Note: There are other specific clauses (known as "Formularklauseln") that your landlord can discuss with you upfront and add to the contract if you both approve. Thinking of buying a house to rent it out? If you want to set up a lease agreement, consider consulting a lawyer beforehand, and only use templates from legitimate sources. As a general rule, rental contracts have to be fair and tenant-friendly. There are also several clauses that are illegal — even though everyone uses them. For instance, you can't add your bank fees to the list of ancillary costs. And if you choose a fixed-term contract, you must have legally valid reasons.

According to § 575 of the German Civil Code (BGB), a fixed-term lease is only legal if you have one of these plans for the property after the fixed-term period is over: You, family members such as an au pair want to move into the apartment. You want to demolish the building or start a construction project that will make it impossible for anyone to live there. You want to rent the apartment to someone who has to provide a service, such as an employee of a construction company. The apartment will then be considered as company housing or service accommodation. As a landlord, you'll enjoy a regular monthly income, but you also have some important obligations. Starting in 2023, landlords have to file a property tax return. On top of that, you have to prepare the annual bill for utility costs, and you need to take care of the maintenance of the building. Renovation or regular repair costs, e.g., for the railing in the hallway, are your responsibility, too. And if your tenant spots problems with the property that they didn't cause, you have to fix those and pay out of your own pocket. Luckily, some of these expenses are tax-deductible! The legal period of notice for a rental contract is three months. As a rule, your cancellation has to be in writing. And if you're moving in together with someone and you're both main tenants in the rental contract, then both of you have to sign the cancellation letter. Read our guide to terminating a rental agreement to learn more. Changed your mind or got a better offer? Unfortunately, you can't just withdraw from a rental contract once you've signed it — it's legally binding. There are a few exceptions though: If you didn't view the apartment or your landlord concealed defects that the apartment has, you can withdraw from the contract within 14 days. From a landlord's point of view, it makes sense to set up a lease agreement with a minimum rental period. After all, it's quite a hassle to create rental ads and check Schufa scores as well as other documents of applicants. A standard minimum rental period. is between 12 and 48 months. However, it can only be up to four years. But even if the minimum period in your lease is just 12 months, things can change in the blink of an eye. Maybe you change careers and need to move to a different city. Or you're having a baby and need a bigger place. Even defects are a valid reason to terminate your contract early. One option to get out of a contract early is to set up a termination agreement between both parties. The downside is that your landlord can claim compensation for any costs that your untimely termination caused. Alternatively, you can ask your landlord if they agree to an interim solution, such as a short-term lease agreement with a third party This way, someone else can stay in your apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or share the apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or shared apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or shared apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or shared apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or shared apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or shared apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or shared apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or shared apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or shared apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or shared apartment for the remainder of the rent. sublease agreements with the other roommates helps to avoid that. This option also works well for couples — for instance, if you want to try living together first before going all in. Canceling together doesn't necessarily mean you both have to move out. If the landlord considers one person's salary sufficient, they can set up a new lease agreement. So, the decision about who stays in the apartment is basically up to the landlord. And if you're getting a divorce? In this case, the family court might allocate the apartment to one of the divorced parties. Broke up with your partner and want to move out? If you're both the main tenants, you can only terminate the lease agreement together. It's then up to the landlord if you or your ex-partner are able to keep the apartment under a new contract. Of course, one of you can move out but remain on the lease agreement. That, however, could mean legal issues later on. For example, if you move out but your ex-partner can't pay the rent alone, the landlord can legally claim payment from you. One way to protect yourself is by setting up an agreement under private law between you and your ex. If you have trouble coming up with the right phrasing, consult a lawyer, the Tenant Protection Association, or a native German speaker. Divorce, however, is a different matter. Once the court has issued the divorce decree, you can send a copy to your landlord and automatically leave the rental contract. We've already covered a lot of information about rental contracts in Germany — but if you're searching for more, here are answers to some frequently asked questions. No matter how long you've lived in your current rental contract remains valid, even if the owner changes. That means that you don't need to worry about an immediate termination or a rent increase. However, according to § 577a of the German Civil Code (BGB), the new owner can claim their right to move into the flat after a grace period of three years — provided they bought the apartment when you already lived there. On top of that, the reasons for terminating your contract must be legally valid. The German phrase "hilfsweise zum nächstmöglichen Zeitpunkt" might crop up in your rental contract. It applies if the landlord didn't add a definite end date in the agreement, for example, or if the end date was incorrect. As long as the landlord's reasons in the fixed-term lease agreement are valid, you have no choice but to move out once your contract ends. There's one exception though: If the reasons don't comply with the German Civil Code, you're in luck! In this case, you can stay in the apartment for as long as you want. Want to learn more about moving to Germany? Check out our blog and discover tips on saving energy in your home and how to budget for household expenses. And with the help of our moving cost calculator, figure out exactly how much money you need to put aside for the big day. Sub-Lease means the sub-lease entered into following the approval of an Approved Sublease; Real Property Lease has the meaning set forth in Section 4.1(g)(ii). Mining Lease means the Mining Lease granted pursuant to Clause 5 and according to the requirements of the context shall describe the area of land demised as well as the instrument by which it is demised; Property Lease means any Depot Lease, any lease in respect of a Managed Station Area, any lease in respect of Shared Facilities or any Station Lease and any agreement or lease of a similar or equivalent nature (whether in respect of shared Facility which is to be used for or in connection with the provision or operation of the Franchise Services; mineral lease means the mineral lease referred to in clause 8(1)(a) hereof and includes any renewal thereof; Ground Lease means a lease creating a lease the fee owner as the ground lessor conveys for a term or terms of years its entire interest in the land and buildings and other improvements, if any, comprising the premises demised under such lease to the ground lessor as fee owner. With respect to any Mortgage Loan where the Mortgage Loan is secured by a Ground Leasehold estate in whole or in part, and the related Mortgage does not also encumber the related lessor's fee interest in such Mortgage Loan Seller, its successors and assigns (collectively, the "Ground Lease and Related Documents"), Mortgage Loan Seller represents and warrants that: Tenant Lease means any lease entered into by the Borrower, any Loan Party or any Subsidiary with respect to any portion of a Property, the Lease means the lease of the said land to be granted by the Lessor to the Lessoe pursuant to clause 2.1; Sublease means a lease of goods the right to possession and use of which was acquired by the lessor as a lessee under an existing lease. Operating Lease means, as applied to any Property (whether real, personal or mixed) which is not a Capital Lease other than any such lease in which that Person is the lessor Space Lease The space or occupancy lease pursuant to which any Borrower holds a leasehold interest in the related Mortgaged Property, together with any estoppels or other agreements executed and delivered by the lessor in favor of the lender under the related Mortgage Loan(s). Company Lease means any lease, sublease, licenses, uses or occupies (in each case whether as landlord, tenant, sublandlord, subtenant or by other occupancy arrangement), or has the right to use or occupy, now or in the future, any real property. Material Leasehold Property means a Leasehold Property reasonably determined by Administrative Agent to be of material importance to the Operations of Company or any of its Subsidiaries. Site Lease means the lease of part of the Site from the Minister for Finance on behalf of the State to the Company;'; New Lease Any lease of REO Property entered into on behalf of the Trust, including any lease renewed or extended on behalf of the Trust if the Trust i concession agreements, rental agreements, rental agreements, rental agreements, occupancy agreements, renewals, modifications and/or guarantees thereof), whether or not of record and whether now in existence or hereafter entered into, affecting the use or occupancy of all or any portion of any Real Property. Material Lease has the meaning set forth in Section 3.17(a). Ground Leases Those certain leases with respect to real property that is a portion of the Leased Property, pursuant to which Landlord is a tenant and which leases have either been approved by Tenant or are in existence as of the date hereof and listed on Schedule A hereto. Lease means any lease, sublease or subsublease, letting, license, concession or other agreement (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of any space in the Property of Borrower,

and every modification, amendment or other agreement relating to such lease, subsublease, or other agreement and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto. Wet Lease means any arrangement whereby Owner or a Permitted Lessee agrees to furnish the Aircraft, Airframe or Engine shall at all times be in the operational control of Owner or a Permitted Lessee, provided that Owner's obligations under the Trust Indenture shall continue in full force and effect notwithstanding any such arrangement. Approved Lease means (a) each existing Date as set forth in the Leasing Affidavit and (b) each Lease entered into after the Closing Date as set forth in the Leasing Affidavit and (b) each Lease means (a) each existing Lease as of the Closing Date as set forth in the Leasing Affidavit and (b) each Lease means (a) each existing Lease as of the Closing Date as set forth in the Leasing Affidavit and (b) each Lease means (a) each existing Lease as of the Closing Date as set forth in the Leasing Affidavit and (b) each Lease means (a) each existing Lease as of the Closing Date as set forth in the Leasing Affidavit and (b) each Lease means (a) each existing Lease as of the Closing Date as set forth in the Leasing Affidavit and (b) each Lease means (a) each existing Lease as of the Closing Date as set forth in the Leasing Affidavit and (b) each Lease means (a) each existing Lease means (b) each Lease means (b) each Lease means (c) each Lease mea

documents shall be Modified as permitted pursuant to the terms of this Agreement. Major Lease means (a) with respect to non-residential Leases, any Lease which, either individually, or when taken together with any other commercial Lease (i) covers more than 15,000 rentable square feet, (ii) contains an option or other preferential right to purchase all or any portion of any Property (a) is twith an Affiliate, and assuming the exercise of all expansion rights and all preferential right to with a residential Leases, (i) covers more than fifty (50) apartment units or (ii) contains an option or other preferential right to purchases which, either individually, or when taken together with any other Lease with the same Tenant or its Affiliates, and assuming the exercise of all expansion rights and all preferential right to with an Affiliates, and assuming the exercise of all expansion rights and all preferential right to with an Affiliates, and assuming the exercise of all expansion rights and all preferential right to with an Affiliate, and assuming the exercise of all expansion rights and all preferential right to with an Affiliate, and assuming the exercise of all expansion rights and all preferential right to with an Affiliates, and assuming the exercise of an expansion right and such assuming the exercise of an expansion right and such assuming the exercise of an expansion right and such assuming the exercise of an expansion right and such assuming the exercise of any two of the following reporty to any to the following: Property tax bill of last on the expansion right and the expansion ri