

## TENANTS' RIGHTS AND RESPONSIBILITIES

A new apartment is a major event. It can be an overwhelming experience, especially if it is your first apartment. Here are a few things to think about before you sign the tenancy agreement.

Firstly, ensure it is a written contract. According to the law you have the right to have a written contract from the landlord. A verbal agreement is also binding, but it can be much more difficult to prove in case of a dispute.

Read the contract carefully before you sign it and make sure it corresponds with what you have agreed on. In particular, check the following:

- The rent
- What is included in the rent (water and heating charges are normally included)?
- What is the rent review procedure – is it conducted annually? Are you included as a party to the negotiations?
- When is the rent due? If you don't pay the rent on time you risk losing the apartment.
- Are you required to pay a deposit or name a guarantor to your rent?
- Are you entitled to use any storage space outside of the apartment, parking space or similar?
- Are there any additional, optional choices for your apartment?
- Who will maintain common areas?
- What is the policy on pets, smoking, noise etc.?

If you are not satisfied with the specific regulations in your contract, contact the Tenant's Union. We can advise you on common practices in those areas and tell you if you are required to follow the regulations or not.

## SECURITY OF TENANCY

By law, you have what is called security of tenancy. If you have a primary tenancy agreement, your security of tenancy applies from the first day. This means that in most cases you have a right to have your lease extended even if your landlord gives you notice to move out. But there are instances where the security of tenancy is discontinued.

If the landlord terminates your tenancy agreement but you do not want to move out, then the landlord can take the case to court. If you are a member of the Tenants' Union, you can always contact us for legal advice and support if you are evicted or asked to move out by your landlord.

Please note that some tenancy agreements do not give a tenant the right to have the lease extended. Examples include subletting contracts, special contracts for students, etc.

## WHAT YOU CAN AND CAN NOT DO IN YOUR APARTMENT

You are only allowed to use the apartment for its intended purposes. For example, you are not allowed to use the whole apartment as an office.

You have to take good care of your apartment. You are usually not required to perform any maintenance work on it – this is the landlord's responsibility. If anything in the apartment gets damaged, you must notify your landlord as soon as possible to prevent further deterioration.

You are usually allowed to carry out cosmetic improvements on your apartment (e.g. paint, hang wallpaper), but this should be done professionally and must not be to an extreme taste. You are not permitted to make structural changes, such as removing walls, inbuilt furniture or fixtures (eg. kitchen cupboards).

The landlord has a right to enter your apartment to:

- perform necessary supervision, maintenance and/or repair works, with your permission
- show the apartment to new tenants, if the apartment is going to be let

The landlord is not allowed to enter your apartment without your permission, unless there is a water leak, a fire or other matters that require immediate attention.

If you are going away for a longer period of time, it is a good idea to entrust your key to someone and inform of their contact details.

You are allowed to have someone else living with you in your apartment even if your rent agreement states that you can't, as long as it does not entail additional wear on the apartment or causes any problems for the landlord.

## PROBLEMS WITH YOUR APARTMENT

Problems that affect the tenant's standard of living (e.g. lack of hot water, a broken stove, a laundry room in poor condition, dampness and mould) should be notified to your landlord. We advise you to send a recorded letter, describing the problem and that you may ask for a rent reduction for the inconvenience the problem gives you.

If the landlord does not resolve the problem, you can apply to court for an injunction. The court can then decide whether the problem must be corrected within a certain time frame.

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### RENT REDUCTION

If there are issues which lower the standard of living in your apartment, you are entitled to a rent reduction from the date you notified your landlord of the problem until it was corrected. If you cannot reach an agreement, you can deposit part of the rent with the county administrative board. The deposit is viewed as a valid rent payment. It is important that the sum deposited is proportional to the inconvenience caused by the problem.

As you can see, there are a lot of considerations regarding problems with your apartment. If you are a member, you can always contact the Tenants' Union for guidance and advice.

## MOVING

Unless you and your landlord have made an agreement stating otherwise, you have the right to move in at 12 o'clock on the day that your contract starts. If that day is on a Saturday, Sunday or a public holiday, you have the right to move in at 12 o'clock on the nearest following working day.

You are required to permit the landlord or the new tenant to access to the apartment at the latest at 12 o'clock on the day after your contract has expired. If the day after your contract expires is a Saturday, Sunday or public holiday you are required to give your landlord or the new tenant access to your apartment at 12 o'clock on the nearest following working day. These time frames only apply if you and your landlord or the next tenant have not agreed otherwise.

## REMEMBER

It is the landlord's responsibility to make sure the apartment is in good, livable condition when you move in. The landlord cannot avoid his responsibility by claiming that he/she is renting out the apartment "in existing condition".

You are required to take good care of the apartment and to provide compensation for any damage caused by you. This responsibility for your apartment runs from the day you move in until the day you move out. Inspect the apartment and its content before you move in, and if possible do this with the last tenant present. Ask for a copy of the protocol from the inspection and ensure that this accurately reflects the condition of the apartment when you move in.

If you notice any damages in the apartment not reflected in the protocol, record that they were there before you moved in and notify your landlord that the protocol needs to be amended.

When you move out, clean the apartment and go through the inspection protocol. You do not want to be held responsible for any damages that were not there when you moved out. It is advisable to photograph or film the apartment when you move in and when you move out after you have done the cleaning.

## SUBLETTING YOUR APARTMENT

Subletting means letting your apartment to another person – including close relatives. If you sublet your apartment, you become the landlord and the person who rents it from you becomes your tenant – not the tenant of the original landlord.

You, as the original tenant, are still responsible for the apartment, even if it is the subtenant who lives in it. If the subtenant does not fulfill the obligations under the original tenancy agreement (e.g. paying the rent on time), you are held responsible for their conduct and may even be evicted as a consequence.

You must seek your landlord's permission before you sublet the apartment, else you can be evicted. We would recommend having the permission in writing, since it is easier to prove than a verbal one in case of a dispute. The landlord's permission is only valid for the named subtenant and duration you specify. If you want to change any conditions, you will have to have a new permission to do so.

Your landlord can refuse permission to sublet, in which case you can have the case tried in court. If you are able to demonstrate substantial cause, such as illness or moving in with someone else for a trial period or a temporary work assignment out of town, the court can grant you permission to rent out your apartment (but may have certain conditions).

If you are a member of the Tenants' Union you can always contact us if your landlord does not agree to you subletting. We will help you determine if you have substantial cause, and will also represent you legally if there is a dispute that needs to go to court.

You can find a form for sublease contracts in most book stores and on [www.hyresgastforeningen.se](http://www.hyresgastforeningen.se)