

General Terms and Conditions for the Letting of Residential Accommodation (ABM)

July 2020 version

These General Terms and Conditions apply to all rental contracts and subtenancy agreements of the Jugendwohnnetz Juwo (Juwo). The rental agreements and tenants mentioned below also include subtenancy agreements and subtenants.

1. Principles

- ¹ The following are integral components of the sublease:
 - a. the Juwo rental regulations
 - b. the house rules issued by the owner of the relevant property or, if they do not have their own house rules, the Juwo House Rules
 - c. the present General Terms and Conditions of the Rental Agreement for Residential Premises (ABM)
- ² Special agreements in the individual rental contract shall take precedence over these General Terms and Conditions of the Rental Agreement for Residential Premises (ABM).
- ³ This is without prejudice to particular provisions for subsidised apartments.

2. Rental / sublease agreement

2.1 Entry into force

The lease comes into force when it has been signed by all the parties.

2.2 Access to the leased premises

- ¹ Juwo shall hand over the leased premises defined in the lease to the lessee at the agreed time and in a clean condition suitable for use. Other agreements concerning cleaning are reserved.
- ² An inspection report will be compiled and signed by all parties.
- ³ If the sub-lessee should discover further deficiencies, these must be recorded immediately and reported in writing to Juwo within 10 days of taking over the property. Should this not be done, the property is deemed to have been taken over as described in the inspection report.
- ⁴ The elimination of defects is not to be carried out by the lessee.

2.3 Duration of rental

- ¹ Rental agreements are concluded for an indefinite period or for a limited period.
- ² If a sublease is concluded with a time limit, this refers to a fixed point in time or to renovation which is pending or foreseeable, or the demolition of the property.
- ³ Any extension of leases with a time limit must be made in writing.

2.4 Further sublease

- ¹ A further sublease of the property subject to the lease is permitted for a period not exceeding six months and requires the written consent of Juwo.
- ² The generally applicable Terms and Conditions of Juwo as set out in the Juwo Leasing Regulations and the sublease, that is the assignment of tenants, must be observed.
- ³ The standard Juwo lease must be used for any further sublease. A signed copy of the contract must be sent to the Juwo 14 days prior to the start of the subletting period.

- ⁴ Only one room per apartment may be sublet at a time. The apartment may not be rented out entirely. 1-room apartments may not be sublet.
- ⁵ Subletting via AirBnB or other platforms is not permitted.

2.5 Amendments to the lease

- ¹ Amendments to the lease must be made in writing.
- ² Notifications of unilateral amendments to the lease affecting the sub-lessee must comply with the period of notice of the lease plus a further notice period of ten days and must use the official form which is stipulated.
- ³ Reductions in rent will be notified in writing; increases in rent will be notified in writing and additionally by a registered letter.

2.6 Notification obligations

The sub-lessee shall to notify Juwo immediately in writing and not later than the annual inspection, of any change in his/her personal circumstances, such as completion or abandonment of their education or training, marriage, registration of a partnership, divorce, change in income, attainment of 30 years of age and any change in the number of persons living in the apartment.

3. Shared rent (jointly and severally liable flat share - WG)

- ¹ The joint rental of residential premises requires the signing of the rental agreement by all members of the residential community. If the composition of the residential community should change, Juwo will issue a new sublease.
- ² Each member of the residential community can terminate their tenancy, which does not affect the other tenancies.
- ³ An inspection report will be compiled when individual AC members leave; this report must be signed by the sub-lessee leaving the residential community and the sub-lessee joining the residential community.
- ⁴ The members of the residential community are jointly and severally liable for all obligations arising from the tenancy agreement.

4. Successor tenants

- ¹ If a member of the residential community moves out, the residential community is responsible for proposing a successor tenant to the Juwo.
- ² Juwo may reject the proposal, particularly for the following reasons:
 - a. Failure to comply with the conditions of the Juwo Leasing Regulations;
 - b. Already living in a Juwo apartment. Changing apartments and rooms within Juwo is not permitted.

5. Rent

5.1 Calculation of the rent

The rent is calculated based on the actual costs and includes a fixed administration fee for Juwo.

5.2 Changes in the rent

¹ Changes in the rent will be notified in writing and in accordance with the proper notice period. Juwo may delay or waive passing on changes in the rent if such changes are insignificant.

² Special provisions apply to subsidised apartments.

5.3 Payment of rent

The rent is to be transferred in one payment on the 1st of each month in advance.

5.4 Arrears

¹ Reminders within the meaning of Article 257d of the Swiss Code of Obligations will be issued for arrears of rent and ancillary charges, and a deadline for payment will be set:

- a. the first reminder with a payment deadline of 10 days;
- b. the second reminder will be sent by registered mail; it will set a payment deadline of 30 days and will warn of termination and enforcement.

² If payment difficulties exist Juwo is available for the search for a solution; this presupposes cooperation by the sub-lessee.

³ If rent is still in arrears in spite of the reminders, Juwo is entitled to rescind the sublease in accordance with Article 257, Paragraph 2 of the Swiss Code of Obligations.

6. Ancillary charges

¹ The service charges of the rental object are charged in the form of a flat rate.

² Ancillary costs include, in particular, costs for heating, electricity, hot water, gas, caretaking, general cleaning, waste water, cold water supply, general electricity, refuse and environmental care.

³ The costs for the cable network connection are to be borne by the tenants.

7. Subject of the lease

7.1 Use and liability

¹ The rental property may only be used for residential purposes.

² The sub-lessees undertake to use the leased premises with due care and with consideration for fellow occupants and neighbours.

³ Please note the various information sheets that are provided with the rental agreement.

⁴ The residential community members of the residential community are jointly and severally liable for damages to the rented property and to third parties.

⁵ Changes to the rental object are not permitted. Exceptions are regulated in Art. 7.7.

7.2 Liability insurance

The tenant shall take out a household and tenant liability insurance for the entire rental period.¹

7.3 Fire and police regulations

The entrances to the buildings, bike rooms, laundry rooms, stairwells, etc. must be kept free in accordance with fire regulations.

7.4 Rubbish / disposal

Rubbish of all types must be properly deposited (Züri sacks for which there is a charge) in the places (containers) provided and designated for this purpose.

7.5 Minor maintenance

- a. The costs of what is called "minor maintenance" are for the sub-lessee's account. This includes the cleaning and maintenance work necessary for the customary use of the leased premises as well as further minor repairs costing up to a sum of CHF 200.00 in each individual case. This includes but is not limited to: the maintenance of fittings, taps and equipment specifically in the kitchen (oven and refrigerator) and bathroom (e.g. shower head and hose, toilet seat and cover, shower curtain rail) as well as the removal of soot from fireplaces and stoves;
- b. unblocking waste water pipes as far as the main pipe;
- c. replacement of electrical switches, sockets, lighting and light-shades belonging to the leased premises and fuses;
- d. cleaning the roller shutters, Venetian blinds, shutters etc. at least once per year;
- e. replacement of broken window panes provided that no tension cracks or outside influence is demonstrably present;
- f. cleaning balconies, patios and the associated gulleys and drains, as well as the maintenance of plants on seating areas in the garden, balcony and patio – specifically the prevention of excessive plant growth;
- g. The sub-lessee has sole responsibility for the maintenance, renewal and repair of fitments and installations etc. installed by the sub-lessee.

7.6 Maintenance obligation

- ¹ The lessee will report defects of any kind to Juwo. In emergency cases as well as occasions where this is specified, the responsible building maintenance service will be called in.
- ² Provided that a reasonable notification period is observed, Juwo may carry out the necessary repairs in the leased property and on the associated fitments as well as in the staircase, the rooms with shared access and on the building envelope without let or hindrance.
- ³ The lessee will at all times tolerate work which is necessary for the preservation of the property and cannot be postponed.
- ⁴ The lessee may arrange for repair work to be undertaken only in urgent emergency cases or in direct consultation with Juwo. If this procedure is not followed, Juwo may refuse reimbursement for the corresponding invoices.

¹ Subject to certain conditions (maximum age, actual legal residence, pursuing a course of study or training etc.) it may be possible to simply and cheaply extend the insurance cover of the parental household for household goods or tenants' third party liability to the property in the sublease. The terms and conditions of insurance of the relevant insurance company are definitive. The sub-lessee is responsible for checking the insurance cover.

7.7 Modification of the leased property

- ¹ Every modification of the leased property requires the prior written consent of Juwo and the owner.
- ² Painting doors, windows, woodwork, floors, radiators etc. is prohibited. Painting of walls requires the consent of the Juwo.
- ³ In the event of any unauthorised modifications to the leased premises, Juwo may require the property to be restored to its original condition at the lessees' expense.
- ⁴ Juwo may attach a reservation to the consent with respect to the obligation to dismantle.
- ⁵ No compensation for the added value is owed by Juwo.

7.8 Private appliances

- ¹ The use of private appliances (washing machines, dishwashers, deep freezers, freezers, tumble dryers etc.) is only permitted with the prior written consent of Juwo.
- ² The lessee shall be liable to Juwo for any damage resulting from the use of private appliances.

7.9 Keys

- ¹ A complete set of keys will be provided at the time of the hand-over of the leased property.
- ² If a key is lost, all keys including the cylinder must be replaced by Juwo. The costs of this are to be borne in full by the renting party.

7.10 Written consent

- ¹ The following require the written consent of Juwo:
 - a. the provision of lodgings free of charge for third parties for a period exceeding two weeks;
 - b. keeping animals of any kind.
- ² Infringements of the above are deemed to be material infringements of the lease and entitle Juwo to rescind the entire lease (for the entire residential community).

8. Right of inspection

- ¹ The lessor, Juwo and any person acting on behalf of these persons is entitled to a right of inspection for the protection of property rights and for the purpose of undertaking repair and maintenance work incumbent upon them.
- ² Without prejudice to particular urgent situations, for example the avoidance of consequential damage or to ensure reliability of operation, inspections must be notified at least 24 hours in advance.

9. End or termination of the sublease

9.1 General provisions

- ¹ If Juwo receives notice of termination of the main lease, this shall result in the termination of the subtenancy at the same time, irrespective of the usual periods of notice. Once Juwo has received notice of termination of the main lease, the Juwo tenants can no longer terminate the contract. A judicial extension of the rental relationship is excluded.
- ² If a residential community member no longer meets the criteria of the rental regulations, Juwo can terminate the lease with a three month notice period.

- ³ The termination of the lease by Juwo will be sent to all residential community members by registered mail on an officially approved form.
- ⁴ Notice is deemed to have been served in a timely manner if the notice arrives at the counter-party or is available for collection no later than the last day before the commencement of the notice period.

9.2 Periods of notice

- ¹ Unless otherwise stated in the lease, a three-month notice period applies to the 15th or end of the month, but not to 31 December.
- ² Limited-term leases end automatically on the expiry date stated in the lease.

9.3 Termination of housing

- ¹ Termination on the part of the tenant or residential community must be made in writing. All members of the residential community must sign.
- ² Juwo selects all of the next group of tenants.

9.4 Cancellation of rooms / leaving the residential community

Individual members of the residential community can cancel or withdraw from the residential community by giving three months' notice to the 15th or end of a month, but not as of 31.12. A subsequent tenant must be provided who meets the criteria of the rental regulations. As a sign of agreement, the cancellation form must be signed by all members of the residential community.

10. Return of the leased premises

- ¹ The leased premises along with all keys including all ancillary rooms and areas for common use must be returned at the time agreed with Juwo after being cleaned and completely vacated.
- ² An inspection report relating to all defects will be prepared and signed by Juwo and the sub-lessee.
- ³ Apartments will not be inspected in the period from 15 December to 15 January.

11. Place of jurisdiction

The place of jurisdiction is Zurich.

Note

These General Terms and Conditions of the Tenancy Agreement for Residential Premises (ABM) were examined for legal conformity on 17.6.2020 by the Legal Service of Housing Cooperatives Switzerland, Association for Non-Profit Housing Developers.