



In accordance with Art. 10 of the FMEL statutes, the Foundation Board hereby issues the present

# Internal Regulations for Tenants (IRFT)

Applicable to houses owned by and to residences managed by the FMEL



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## Foreword

The articles that constitute these regulations are based on the federal legal framework (*Code des obligations – Swiss Code of Obligations [CO - Droit du bail, art. 253 et seq]*), and completed by the *Règles et usages locatifs du canton de Vaud (RULV)*<sup>1</sup>.

## Chapter 1: INTRODUCTION

### Art. 1. Scope of application

These regulations cover the rental terms of housing governed by the *Fondation Maisons pour Étudiants Lausanne* (hereafter FMEL), and apply to tenants having contracted a fixed-term lease.

The regulations are supplemented by guidelines entitled « Application guidelines to the internal regulations for tenants ».

### Art. 2. About FMEL housing

FMEL housing is made up of various houses and residences. The former are owned by the FMEL; the latter are only managed by FMEL. These regulations apply indiscriminately to both. In the text, the word «house» is used for both.

### Art. 3. Types of accommodation

The FMEL has the following types of furnished housing:

- Single room;
- Single room in flatshare;
- studio (1 or 2 persons – hereafter 1P or 2P);
- flat.

## Chapter 2: ADMISSION CRITERIA

### I. General principles

#### Art. 4. Right of access to accommodation

FMEL houses are reserved for students enrolled at the University of Lausanne (UNIL), or at the Federal Institute of Technology (EPFL), or in a Specialised High School (HES) in the Canton of Vaud or in the Pedagogical High School (HEP). The comprehensive list of the High Schools can be found in the application guidelines to the internal regulations for tenants.

During academic holidays, FMEL may temporarily rent rooms and studios to other categories of people.

#### Art. 5. Competence to allocate housing

FMEL is the sole competent authority to accept or refuse the right of access to accommodation in one of the houses.

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<sup>1</sup> This framework contract specifies the rights and duties of landlords and tenants in the canton.

## II. Conditions of access to housing

### Art. 6. Accepted study programmes

Are eligible for FMEL housing requests:

- Students in Bachelor or Master cycles in the universities mentioned in Art. 4;
- UNIL students of the *École de français langue étrangère* (EFLE);
- EPFL students of the *Cours de Mathématiques Spéciales* (CMS).

Doctoral or post-doctoral students and those who already have an academic Master degree (recognised by a higher institute of education) are not eligible for housing at FMEL.

### Art. 7. Eligibility criteria

- **Admission in the higher institute of education**

When reserving housing, the applicant must be signed up as a student and have a valid attestation to this effect from UNIL, EPFL or the relevant High School. If the admission is in progress, the student must provide proof of this from the higher institute of education.

- **Exmatriculation by the higher institute of education**

Exmatriculated students, or students who have not been admitted for administrative reasons are not authorized to live in FMEL housing. As soon as their exmatriculation date is known or foreseen, they must immediately advise FMEL and terminate their lease. The conditions and notice period, as presented in Art. 57 and Art. 58 apply.

### Art. 8. Reduced mobility students

Reduced mobility students (or those who need animal assistance), who meet the criteria in Art. 6, can apply for specially adapted rooms to facilitate their everyday life.

### Art. 9. Minors

Minors are just as eligible as students that have reached their majority. In the case of any incident, dispute, or any situation involving the minor's responsibility, the FMEL will contact the parental authority which was designated as such when applying for housing.

## Chapter 3: Reserving housing

### I. Booking conditions

#### Art. 10. Registration of the electronic application on the booking platform

The application for accommodation is made by registering on the booking platform. The applicant for accommodation must create an account and follow a defined electronic process. The information provided by the applicant must be complete and truthful. The FMEL reserves the right to ask the applicant for any document that would enable verification of the registration data and/or the lease contract.

#### Art. 11. Rental objects

Available housing is offered to those who have registered on the accommodation booking platform as lease terminations come in. Most terminations come in during the periods preceding the end of the semesters<sup>2</sup>.

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<sup>2</sup> FMEL reserves the right to make manual bookings when the IT system is unavailable. In this case, FMEL applies the procedure described in the application guidelines to the internal regulations for tenants.

### **Art. 12. Booking housing**

The applicant for housing is responsible for booking a type of accommodation. The allocation of the accommodation will be validated once the procedure (detailed in the application guidelines to the internal regulations for tenants) has been completed.

Once the booking has been validated by FMEL, no further changes to the type of accommodation nor to the start date of the lease contract will be possible.

Applicants have 48 hours to finalise the booking process and electronically sign the contractual documents.

If the tenant cancels the booking, a new procedure must be started. There is no guarantee that another accommodation will be available quickly.

## **II. Automatic cancellation of the booking**

### **Art. 13. Cancellation of the booking**

After 48 hours, if the FMEL has not received any response, the booking is automatically cancelled and the applicant's account is blocked for 30 days.

Applicants wishing to reactivate their account before this time has elapsed will be charged administrative fees as indicated in the application guidelines to the internal regulations for tenants.

## **Chapter 4: On rentals**

### **I. General**

#### **Art. 14. Object of the contract**

FMEL rental contracts are subject to Swiss tenancy law. They have a maximum duration of 3 years (cf. Art. 17).

The object of the rental contract corresponds to one of the types of accommodation described in Art. 3.

Also covered is the right to use the premises or common parts of the rented property (living room, hall, balcony, kitchen, laundry room, study room, fitness room, etc.).

#### **Art. 15. Types of lease contracts at FMEL**

Two types of contracts are offered:

- EASY: lease valid for a minimum of 3 months and a maximum of 3 years.  
SUMMER: short term lease in summer (starting earliest 1 May, ending latest 31 August) with a minimum duration of one month.

#### **Art. 16. Changing type of accommodation and/or house (upgrading)**

After a stay of one year at FMEL, a change of accommodation<sup>3</sup> and/or house may be requested by the tenant.

Changing house is only possible if suitable accommodation is available in the desired house and provided that the tenant has not behaved in a manner that does not conform to the contractual provisions relating to lease extension (cf. Art. 28).

The accommodation change can only take place if there is an upgrade - the tenant moves from a room (single or flatshare) to a studio or a flat. Tenants of a studio cannot change their accommodation.

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<sup>3</sup> cf. Art. 3. for details on accommodation types

Such a change entails costs, as set out in the application guidelines to the internal regulations for tenants, which must be paid for in advance.

The rental deposit is regulated in the application guidelines to the internal regulations for tenants.

## II. Standard rental conditions

### **Art. 17. Terms and conditions of the contract**

The following terms and conditions apply to the rental contract:

- the minimum duration of the contract is 3 months<sup>4</sup>;
- contracts start on the 1st or 16th day of the month for which the booking was made;
- for premature terminations, a notice period of 2 months for the 15<sup>th</sup> of a month or for the end of a month is required;
- the maximum duration is 3 years.

At the ordinary term which corresponds to the date indicated on the lease, the contract ends without the need for a termination (manifestation of will) by either party.

The tenant will be contacted in writing by the FMEL at least 2 months before the end of the lease.

### **Art. 18. Payment of rent (art. 257c CO)**

Rent is due in advance for the forthcoming month, in Swiss francs, and in accordance with the instructions provided in the application guidelines to the internal regulations for tenant<sup>5</sup>. Accounting does not confirm receipt of payments.

Unless a prior specific written agreement has been given by accounting, failure to comply with payment instructions will result in administrative fees, as indicated in the application guidelines to the internal regulations for tenants. A default notice will be sanctioned by a warning notice<sup>6</sup>.

Persons sharing a 2P studio (cf. Art. 3) or a two-room flat must pay the rent as a single amount and not each their own part. Failure to comply with this clause will result in administrative fees.

### **Art. 19. Utilities**

Utilities such as: heating, hot and cold water, electricity, WI-FI or LAN are included in the rent. No separate statement is provided by FMEL for these items.

### **Art. 20. Insurance coverage**

The rent includes three type of insurance coverage<sup>7</sup>:

- Fire and natural disaster coverage of the tenants' personal belongings for up to CHF 5'000.- with the *ECA (Etablissement Cantonal d'Assurance)*. The ECA form received by post must be completed by the tenant and returned to the ECA.
- Burglary insurance after breaking and entering FMEL housing covering the tenants' personal belongings for up to CHF 5'000. The deductible is to be paid by the tenant.
- Third-party liability insurance covering damage caused by the tenant to a third-party, infrastructure or outside areas. The deductible is to be paid by the tenant.

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<sup>4</sup> Only for lease contracts signed after 01.01.23

<sup>5</sup> Also available on the website [www.fmel.ch/stay](http://www.fmel.ch/stay)

<sup>6</sup> Several warning notices can lead to extraordinary lease termination

<sup>7</sup> The insurance coverage, the deductibles and the contact are described in the application guidelines to the internal regulations for tenants.



## **Art. 21. Check-in (EDL-E)**

The check-in is done by the tenant with the relevant document. This must be returned to the house manager within 24 hours (72 hours if the arrival takes place during the weekend). Once validated by the house manager, this check-in document becomes an integral part of the lease.

### **III. Specific rental conditions**

## **Art. 22. Sub-renting (art. 262 CO)**

Sub-renting is defined as making part or all of the rented object available to a third party during the absence of the tenant for a fixed duration and for payment.

Sub-renting is not authorised during the first 3 months of the lease. The duration of the sub-rental must be for more than one month.

Sub-renting for more than two months (premature notice period) is not allowed at the end of the lease.

A sub-rental that exceeds the contractual duration of the lease is not allowed.

FMEL tenants leaving for over one month, but not more than 12 months, may sub-rent their accommodation to another person who meets the criteria listed in Art. 6 and Art. 7.

The FMEL reserves the right to sub-rent the student's accommodation.

Sub-rental conditions are:

- the tenant must complete and return the "sub-rental" form to the FMEL in accordance with the application guidelines to the internal regulations for tenants;
- the FMEL must be informed at least two weeks before the beginning of the requested sub-rental;
- the FMEL must formally (e-mail confirmation) authorise the sub-rental.

Unannounced sub-rentals will result in premature lease termination (cf. Art. 22 and Art. 59 et seq.). FMEL is authorised to carry out checks.

## **Art. 23. Sub-rental conditions**

At the end of the lease, the sub-rental will only be authorised if the tenant provides the FMEL with a signed power of attorney prior to the arrival of the sub-tenant to bind the sub-tenant to do and take responsibility for the check-out on behalf of the tenant (EDL-S) (cf. Art. 68).

The sub-tenant must meet the same eligibility criteria as the tenant (cf. Art. 4).

Tenants leaving for over 12 months cannot sub-rent their accommodation and must terminate their lease (cf. Art. 57).

## **Art. 24. Responsibilities when sub-renting**

When sub-renting, the tenant who has signed the initial lease remains solely responsible to the FMEL as regards:

- rental payment;
- good maintenance of the sub-rented object, the communal areas, and if applicable, the car parking space. (cf. Art. 42);
- informing the sub-tenant of the house rules and appropriate behaviour;
- forwarding all communications from FMEL to the sub-tenant;
- managing the key and key fob that give access to the housing;

### **Art. 25. Housing guests/visitors**

Short stays of third parties must remain exceptional. Stays must not exceed 3 days per month and must not disturb or inconvenience flatmates or neighbours of the tenant.

The lease holder is responsible for guests that have been invited. No additional access tool (key, key fob) will be provided to guests.

Should there be a problem, and/or upon the house manager's request, the guest must immediately leave the accommodation.

### **Art. 26. Restrictions to housing guests/visitors**

Housing someone who does not have a lease with FMEL is prohibited in the flatshares and single rooms in the months preceding exams and during exams (see the application guidelines to the internal regulations for tenants).

The FMEL may, in extraordinary cases (large gatherings in the areas around the building etc.) and for security reasons, prohibit access to the buildings to all persons who do not have a lease, or who are not sub-tenants (cf. Art. 22 and following) or co-tenants registered in the lease.

## **IV Extraordinary rental conditions**

### **Art. 27. Extension of the lease beyond the maximum duration of the contract (art. 272 CO)**

Lease extension requests are not accepted, other than in special cases approved by FMEL management.

If approved, the sole aim of the extension which cannot exceed six months, is to enable the tenant to finish current exams.

### **Art. 28. Refusal to extend the lease**

The tenant cannot request an extension if there has been:

- notice of default within the last 6 months, and/or late payment of rent;
- outstanding debts;
- serious breach of due diligence (e.g. failure to comply with sanitary measures);
- warning notice;
- serious disregard for neighbours/tenants/FMEL staff;
- non-respect of term or if the accommodation is already relet.

## **V. Fixed costs**

### **Art. 29. Registration with the municipality**

On arrival in Switzerland, the tenant must register with the Population Office of the municipality of the residence within 8 working days.

### **Art. 30. Visitor tax**

Visitor tax is suspended until further notice.

### **Art. 31. TV and radio licence fees**

In addition to the visitor tax (cf. Art. 15), there is an audio-visual licence fee in Switzerland. This radio-television licence fee is legal and applies to all private households in Switzerland - irrespective of whether they own a sound, audio-visual or electronic medium.

The licence fee is collected by a company commissioned by the Federal Office of Communications (OFCOM). The name of the company as well as the amount, determined by the Confederation, are stated in the application guidelines to the internal regulations for tenants.

## VI. Maintenance of the rented property

### **Art. 32. Obligations of the FMEL**

The FMEL is responsible for the following costs

- establishment of the lease;
- maintenance of the common areas of the various flats and infrastructure (corridors, staircases, lifts, corridors, bicycle rooms, lockers, cellars, etc.)
- lighting (stairwells, common areas, areas around the house);
- house manager service.

### **Art. 33. Obligations of the tenant**

The tenant is obliged to use the rented property with due care. During the rental period, the tenant will maintain the room at private expense as well as the communal areas of the flat, if it is a flatshare (Art. 257g and 259 CO).

The tenant must not dry clothes in the accommodation, but must use the free dryers that are available.

The tenant must not leave bicycles in the accommodation, but only in the places provided for this purpose (bicycle racks, bicycle sheds, bicycle rooms, etc.).

The tenant shall also ensure that no damage is made to the communal areas and facilities used in the house.

### **Art. 34. Housing restrictions**

For reasons of hygiene, tenants are not allowed to leave food leftovers in their room or studio.

For energy consumption (flat rate charges) and safety reasons, tenants are not allowed to use heaters, extra fridges or air conditioners in their room or studio.

The tenant is obliged to behave in such a way as to avoid wasting energy (closing the windows during the cold season, turning off the lights when absent, etc.). Failure to do so will result in a warning notice<sup>8</sup>, in accordance with the application guidelines to the internal regulations for tenants.

For safety reasons, tenants must not:

- cook in the rooms;
- hang clothes or any other object on the windows. Objects stored on balconies must not protrude beyond the edge of the balcony (except for well-kept plants);
- store objects in stairwells, landings, corridors and passageways.

### **Art. 35. Maintenance to be carried out by the tenant**

The regular maintenance to be carried out by the tenant includes<sup>9</sup>:

- cleaning the rented property and the communal areas of the flat (cf. Art. 44);
- filling holes in walls, ceilings and doors;
- cleaning and descaling of sanitary facilities (toilet tank and bowl);
- descaling of taps (sink, washbasin, shower);
- cleaning of household electrical equipment (oven, hob, oven grill, extractor hood, fridge, freezer, microwave, etc.);
- regular removal of all kinds of objects left on balconies and terraces.

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<sup>8</sup> Several warning notices may lead to an extraordinary termination of the lease.

<sup>9</sup> For an exhaustive list, refer to art. 9 of the *RULV*

### **Art. 36. Periodic inspections (art. 257h CO)**

In order to ensure the upkeep of the rented property, the FMEL may carry out periodic inspections of the private communal areas (cf. Art. 44).

If, during a periodic inspection, the house manager finds the tenant dissatisfied, this may be reported to the FMEL management.

Tenants are systematically given advance notice of these inspections (cf. Art. 45)<sup>10</sup>.

### **Art. 37. Damage report**

The tenant is liable for any damage caused and responsible for all damage occurring in the premises and in other parts of the building, when this damage is the result of a fault, negligence, or is caused by third parties acting on the tenant's behalf/by any other persons (family, friends, etc.), present, even temporarily, on these premises.

In flatshares, the damage may be invoiced to the whole of the flatshare if no one is identified as being responsible (principle of solidarity).

The tenant undertakes to allow FMEL staff to enter the accommodation to carry out work in connection with a repair request, a technical inspection or a site visit with a view to estimating the cost of work. The tenant must also leave free access to the accommodation for any work. The FMEL is required to give one week's notice of the work.

In emergency situations or when making a repair request, the tenant accepts the fact that FMEL staff and their subcontractors may access the accommodation without advance notice during working hours (8 a.m. to 5 p.m.). Accordingly, the tenant will make space for an intervention when this is necessary.

### **Art. 38. Failing the obligation of upkeep**

If, during the rental period, the FMEL finds that the tenant has failed to maintain the rented property, a reasonable deadline will be fixed for the situation to be remedied.

If after this time, upkeep is still considered wanting, the tenant will be invoiced for the work required to restore the property to a state of conformity.

In addition, the tenant will be given a warning notice<sup>11</sup> in accordance with the application guidelines to the internal regulations for tenants.

### **Art. 39. Absence of the tenant**

Should the tenant be absent, all necessary steps will be taken to prevent damage to the rented premises or part of the building through fault or negligence (e.g. frost, water damage, fire, explosion, blockage of pipes, objects falling from windows/balconies, etc.).

In addition, any tenant who is absent from the accommodation must ensure that the windows and door are locked. The FMEL declines all responsibility in the event of simple theft.

If for security reasons or for works previously announced, access to the rented premises or to those of other tenants is essential, the FMEL has the authorisation to enter. In this case, the tenant will be advised as soon as possible.

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<sup>10</sup> The procedure for periodic inspections is carried out in accordance with the application guidelines to the internal regulations for tenants

<sup>11</sup> Cumulated warning notices can lead to an extraordinary lease termination.

## Chapter 5: Rental of outside or inside parking spaces

### Art. 40. Principle

The lease of the parking space is linked to the lease of the accommodation and is governed by the Swiss Code of Obligations (Art. 266e CO), by the other legal provisions on the subject, as well as by the following general provisions.

### Art. 41. Parking spaces

At the tenant's request, and depending on availability, the FMEL may rent out a parking space.

A rental request is made by the tenant and then confirmed in writing by the FMEL.

Only one parking space per tenant with a lease can be allocated. The lease will then be linked to the accommodation.

### Art. 42. Sub-renting the parking space

Sub-renting a parking space is not authorised. The only exception is when there is a sub-tenant of the accommodation with the linked parking space.

### Art. 43. Terminating the lease of a parking space

The rental of a parking space can be terminated by the person using the parking space or by the FMEL.

A notice period of two weeks for the end of a month applies (Art. 266e CO).

If the lease of the accommodation is terminated, the lease of the parking space is automatically terminated for the same period (linked leases).

In the event of termination by the FMEL, no compensation is due if the notice period has been observed.

## Chapter 6: Communal areas

### Art. 44. Definitions

Communal areas are defined as any area or space shared regularly or occasionally by FMEL tenants.

There are 2 types of communal areas:

- Private communal areas: kitchen/living room/corridor in the flatshares, communal and shared kitchens, bathrooms, balconies. These areas are subject to the rules applicable to flatshare rooms and single rooms. The agreement governing access to the private communal areas is an integral part of the rental agreement;
- Shared common areas: corridors, staircases, lifts, passages, bicycle rooms, laundry rooms, study rooms, multi-purpose rooms, fitness rooms, mailbox rooms, music rooms, cellars, green areas, etc.

### Art. 45. Use of the private communal areas

In the private communal areas of flatshares, tenants are free to add furniture to the basic furniture provided by the FMEL, as long as this furniture has been registered on an ad-hoc form and sent to the residency house manager. At the time of the check-out (*EDL-S*), each tenant undertakes to remove any added furniture.

During their stay, tenants are not allowed to take FMEL furniture out of their room or studio.

The FMEL carries out periodic checks on the cleanliness of the private communal areas of the flatshares (cf. Art. 36), the tenants are informed in advance of the date scheduled for these checks; this date is based on the availability of FMEL staff and cannot be changed under any circumstances.

For facility management, the house managers are authorised to enter private communal areas to access storage areas even in the absence of tenants.

#### **Art. 46. Use of shared common areas**

Usually, the use of the shared common areas is strictly reserved for the tenants of the house. Restrictions on the use of these areas may be notified at any time by the FMEL (e.g. technical problems, sanitary problems, damage, depredation, other needs, ...).

#### **Art. 47. Security rules**

Storing objects or materials is prohibited in both the private and shared common areas.

Throwing objects or rubbish out of windows, balconies or into corridors is strictly forbidden and may lead to premature termination of the lease in the event of proven facts (cf. Art. 59).

Making fires (including grilling, barbecues, etc.) anywhere (inside or outside) the FMEL buildings is strictly prohibited and may lead to premature termination of the lease (cf. Art. 59). Only premises specifically made available by the FMEL must be used.

Those violating these safety rules will receive a warning notice and/or premature termination of the lease (cf. Art. 59).

#### **Art. 48. Announcing damage in the private communal areas**

The person responsible for damage in the private communal areas must report it to the relevant residency house manager. The repair costs will be invoiced. The damage must be reported to the house manager by e-mail or in person.

If damage is discovered by the residency house manager and no tenant has reported this, the costs will be charged to all tenants who have the use of the private communal areas in which the damage was found.

### **Chapter 7: Various**

#### **Art. 49. Waste disposal**

The tenant is obliged to sort waste and dispose of it in the places provided for this purpose in their house. They must also comply with the instructions given to them on this subject during the welcome session for new tenants.

The storage of waste in the accommodation is considered a breach of the duty to maintain and clean the rented property. The FMEL reserves the right to sanction this with a warning notice<sup>12</sup>.

#### **Art. 50. Smoking, alcohol and consuming or possessing illegal narcotics or arms**

Smoking or vaping in private areas (rooms, studios, etc.)<sup>13</sup>, in private communal areas and in shared common areas (cf. Art. 44 for the definition) is forbidden, with the exception of the outside passages and balconies. There are smoking areas in all of the houses.

Consuming alcohol that leads to criminal behaviour and/or behaviour endangering the safety of others will be subject to a warning notice.

Possessing, consuming and/or trafficking of drugs or weapons are prohibited in FMEL houses. Offenders will be reported to the local police and their lease terminated with immediate effect (cf. Art. 59).

#### **Art. 51. Due diligence towards neighbours (art. 257f CO and 10 RULV)**

The tenant is obliged to show due consideration to the other tenants of the house. Any act that disturbs good neighbourliness, or that breaks with commonly accepted habits or practices, is inadequate.

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<sup>12</sup> Cumulated warning notices can lead to an extraordinary lease termination.

<sup>13</sup> Only for leases as from 01.01.23

Accordingly, the tenant must avoid excessive noise likely to inconvenience neighbours.

The rest hours of 10pm to 7am must be respected.

Non-compliance with this due diligence, will result in the tenant receiving a warning notice<sup>14</sup> and an invoice for the costs of the intervention of a security company as per the list of existing fees set out in the application guidelines to the internal regulations for tenants.

#### **Art. 52. Fire alarm and fire-fighting equipment**

The tenant shall ensure that the fire alarms fitted in certain buildings are not set off deliberately or inadvertently.

The persons responsible for setting off the alarm will be billed for the unnecessary intervention of the fire service. A warning notice will also be issued as a penalty for this action.

Tenants who deliberately damage fire extinguishers or other safety equipment will be charged for the cost of repairing the equipment. They may be given notice of premature termination of their lease (see Art. 59).

#### **Art. 53. Video surveillance systems**

In order to prevent the perpetration of offences against property or persons, the FMEL is equipped with video surveillance devices on some of its sites. These means are deployed in accordance with the law of 11 September 2007 on the protection of personal data<sup>15</sup> and are subject to authorisation from the municipal or cantonal authorities concerned.

The tenants concerned by these devices have been advised<sup>16</sup> accordingly by the FMEL.

#### **Art. 54. Pets**

Pets are forbidden in the FMEL houses.

However, the FMEL reserves the right to authorise the presence of assistance dogs for tenants who can justify a particular need. The request will be formulated by the tenant and submitted to the FMEL management for approval.

#### **Art. 55. Pests and other vermin**

The tenant is obliged to inform the house manager of the appearance of pests, insects, rodents or birds nesting in the blinds, balconies, etc. The house manager will arrange for their elimination, and FMEL will pay for the associated costs - unless the tenant is responsible for the appearance of these pests, or has failed to report their presence promptly.

The tenant cannot object to the disinfection of their accommodation where this is done in the general interest of the house.

The tenant cannot ask for a reduction in rent if the house manager acts promptly when a case is reported.

#### **Art. 56. Practices requiring the written consent of the FMEL**

Prior written authorisation from the FMEL is required for:

- sub-rental;
- receiving prolonged visits (more than 3 days);
- keeping a service animal;
- the accession of a spouse/registered partner during the lease.

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<sup>14</sup> Cumulated warning notices can lead to premature lease termination.

<sup>15</sup> Law on protection of personal data (LPD).

<sup>16</sup> Guidelines for the operation of the video surveillance system.

## Chapter 8: Termination

### I. By the tenant

#### Art. 57. Premature termination

Premature lease termination must be done in writing, or via the reservation platform – heading “termination”.

It can be done minimum two months in advance for the 15<sup>th</sup> of the month or the end of the month and it must be received by the FMEL at least two months before the date of the requested termination.

After this deadline, the premature termination will not be registered and the lease will roll forward in accordance with the contract. The remaining rents will be due.

As soon as the FMEL acknowledges the premature termination, the house manager will visit the accommodation to evaluate any work necessary. The tenant cannot oppose this pre-advised visit which can take place in absentia.

The tenant who will leave the accommodation for over 12 months must terminate the lease (cf. Art. 23).

#### Art. 58. Extraordinary termination

Extraordinary is defined by any situation which is considered unforeseen in the sense of the art. 266g CO<sup>17</sup>.

The unexpected occurrence of a situation leading the country to a crisis (war, pandemic, natural disaster, etc.), activities in the neighbourhood causing considerable inconvenience and harm to the tenant (e.g., prostitution, drug trafficking), or the death of the tenant, are grounds for extraordinary termination by the tenant that the FMEL may consider on a case-by-case basis.

### II. By the FMEL

#### Art. 59. Premature termination

By virtue of the articles 257 and following of the *CO*, the FMEL can prematurely terminate the lease, with effect for the end of the following month.

#### Art. 60. Reasons for premature termination

Hereafter the principal reasons for a premature termination:

- default in payment of rent in accordance with Art. 257d of the *CO*;
- Violation of the duty of diligence and consideration for neighbours according to art. 257f of the *CO*, particularly when there has been:
  - refusal/lack of upkeep or repair of the rented object;
  - criminal behaviour and/or endangering the security of others (cf. Art. 52);
- just causes according to art. 266g of the *CO*;
- cumulation of 3 warning notices;
- exmatriculation of the tenant (cf. Art. 7);
- non-admission for administrative reasons;
- unannounced sub-rental (cf. Art. 22).

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<sup>17</sup> Art. 266g CO :

<sup>1</sup> If, for just causes, executing the contract becomes intolerable for either party, either can terminate the lease at any time, while respecting the legal term for notice.

<sup>2</sup> The judge statutes on the pecuniary consequences of premature termination, taking into account all circumstances.



### **Art. 61. Invalidation of the termination**

A termination which does not meet the requirements of Art. 57, Art. 58 and Art. 60 of these regulations and which is not notified using the official form is null and void.

Unless the termination is null and void, it shall be validated by the FMEL management.

### **Art. 62. Legal recourse**

In the event of a disagreement between the FMEL and the tenant, the latter may refer the matter to the conciliation board for rental agreements of the district of the location of the accommodation. The tenant has 30 days to do so (Art. 273 CO). The contact details of the conciliation boards are listed in the application guidelines to the internal regulations for tenants.

## **Chapter 9: Return of the object of the lease**

### **Art. 63. General**

A confirmation of the termination of the lease is systematically sent to the e-mail address that the tenant indicated when registering on the housing reservation platform.

The terms of the return of the accommodation are communicated to the tenant once the termination has been registered.

### **I. Return of the object of the lease**

#### **Art. 64. Return of the object of the lease**

The tenant shall return the rented property and the private communal areas, clean and well-maintained, clear of all personal items.

Any possible damage which is not due to normal wear and tear, must be repaired before the check-out.

If any personal items are found in the accommodation, these shall be removed at the expense of the outgoing tenant.

Any items left behind or forgotten in the areas made available on a voluntary basis (shared communal areas) will be recycled or destroyed within one month of the check-out (EDL-S).

#### **Art. 65. Return of keys and key fobs**

The tenant returns the keys (including those made during the stay) and the key fobs during the check-out (EDL-S).

The return of the keys does not, however, mean that the tenant is released from the remaining obligations towards the FMEL.

#### **Art. 66. Cleaning in preparation for the check-out**

In preparation for the check-out, the tenant should refer to the cleaning list sent by the FMEL when fixing the appointment for the check-out (EDL-S).

The private communal areas are also to be returned emptied, tidied and cleaned.

If a parking space has been rented, it must be returned, together with the accommodation (cf. Art. 43), clean and unencumbered.

## II. Check-out

### **Art. 67. Check-out**

For organisational reasons, the date and time of the check-out shall be fixed by the FMEL.

Independently of the presence of the tenant or the tenant's representative (cf. Art. 68), the FMEL will fill out a check-out sheet and give a copy to whom it may concern.

### **Art. 68. Presence of the tenant and representation**

The outgoing tenant is required to participate in the check-out (*EDL-S*).

If prevented, the tenant may be represented. In this case, a power of attorney must be established and sent by e-mail to the house manager of the residence prior to the check-out. This power of attorney will be annexed to the check-out document.

With the check-out and the return of the key or key-fob, the tenant ends the contractual relationship with the FMEL, permanently relinquishing the right to live in the accommodation and releasing the FMEL from any further obligation in this respect.

## III. Responsibilities

### **Art. 69. Insufficient cleaning and damage notification**

In case of insufficient cleaning, the cleaning costs will be charged to the outgoing tenant. The rates are listed in the application guidelines to the internal regulations for tenants.

The same applies to defects and damage found during the check-out (*EDL-S*). The costs of repair will be charged to the outgoing tenant at the actual cost.

If applicable, the flatshare tenants are jointly and severally liable for the costs arising if it is necessary to use an external company to refurbish the private communal areas.

### **Art. 70. Deadline for reporting defects for the new tenant**

The new tenant may report any defects discovered after the check-in (*EDL-E*) in writing to the house manager within ten days of arrival.

## IV. Administrative formalities

### **Art. 71. Security deposit release**

The FMEL proceeds with the formalities for the reimbursement of the security deposit at the earliest after the check-out and at the latest when all the costs have been paid by the tenant (damage, notice of default, etc.).

### **Art. 72. Notification of departure with the Population Office of the competent municipality of residence**

The outgoing tenant is solely responsible for complying with the obligation to announce the departure with the Population Office of the competent municipality of residence within 8 working days in order to complete the formalities (from the municipality, the country).

### **Art. 73. Change of address**

The outgoing tenant is solely responsible for notifying the Post Office of the change of address so that mail can be forwarded to the new address. FMEL will not be held responsible for the failure to forward a letter or package. The destruction of letters and parcels received after the departure of the previous tenant is carried out in accordance with the application guidelines to the internal regulations for tenants.

**Art. 74. Deletion of personal data (GDPR)**

The personal data of tenants who have left FMEL are automatically deleted in accordance with the Data Protection Act (DPA), Art. 958f of the Swiss Code of Obligations (CO) and the Ordinance on the keeping of books of account (Olico).

**Chapter 10: On this regulation**

**Art. 75. Amendments**

The Foundation Board can amend this regulation at any time.

**Art. 76. Jurisdiction**

For both the tenants and the FMEL, the place of jurisdiction is the place where the tenant's house is located. The list of legal jurisdictions is indicated in the application guidelines to the internal regulations for tenants.

**Art. 77. Approval and effective date**

The amendment of this regulation was approved by the Foundation Board on 30 August 2023. It repeals the previous version of the internal regulations for the tenants of the FMEL houses, and comes into force on 1 September, 2023. The French version is binding.

Chavannes-près-Renens, le 30 August 2023

Présidente de la FMEL



Andrea Faucherre

Directeur de la FMEL



Yves Ferrari