

# Renting in France

## An expat guide

## to housing



by Expat in France

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# Who am I?



My name is Guillemette RONY, a complicated old French name.

**I have lived more than 6 consecutive months in 5 different countries.** In every country I've lived, my name was very difficult to pronounce for the locals and it is even difficult to remember for French nationals! I have many different nicknames, but the one I relate to the most is Guiga, mainly used by Brazilians or **Mademoiselle Guiga**.

**I have been expatriated for studies, for work and also for love,** love of a culture, a person or a country for a total of approximately 7 years so far.

I have experienced the ups and downs of being an expat. I know the hassle of preparing your

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relocation and being totally lost in the foreign red tape, not understanding a word of what other people are saying and experiencing a strong cultural shock...

I started my **professional career in the relocation industry** by chance and it was in London! It wasn't my first experience abroad as I'd already lived in Ireland, Argentina and Luxembourg. For 3 years, I discovered the British culture and learnt how to help expatriates and their families all over the world.

After 3 years I felt that I had reached the end of the London cycle. I had lived and discovered more than I could wish for!

After trying to relocate to Brazil without success due to immigration barriers, **I found a job in Barcelona as a Global Mobility Manager in a big multinational**. After 18 months in Barcelona, I felt the need to go back home, at least for a while.

After experiencing daily life in 7 different countries. **If you follow my blog you may know already some of my personal expat experiences**. I felt like an **eternal expat** and I thought I would never return home, but life happens and we also have different stages and needs in life.

My first niece was born and felt the urge to be close to my family, in Lyon, France. So **I went back home but I couldn't make it as a definite decision!**

I can tell you repatriation can sometimes be harder than the initial relocation!

When my friends and family were asking me: « so, is it for good? Are you staying? », I would answer « **For now, yes...** ».

It has now been a few years since I repatriated. I worked at the University of Lyon, assisting international researchers and PhD students to come to Lyon and then in another international company leading the Global Mobility department.

But I'm feeling again the expatriation calling, who knows I might try again the Brazilian adventure and this time, it might work out!

# Why **this blog** and this guide?

Having an **extensive personal and about 10 years of professional experience** of the expatriation, my wish is now to share my passion and **help as many people as possible to come to France!**

**I want to make your relocation to France a bit easier  
and ALL IN ENGLISH of course!**

I also want to **help you understand the French culture**, the good and the bad sides.

This blog, **Expat in France**, seemed a great way to share both my knowledge as an international mobility professional, but also my experiences and my challenges as an expat.

Very often, one of the first difficulty an expat is experiencing when arriving to France is the to **find a new home**. It has been a challenge for me in Dublin, Buenos Aires and in London, so I know how stressful it can be not to have a stable place to live when we arrive in a foreign country. **Housing is a universal human need to feel safe and stable to build a living.**

Until the correct accommodation is found, it is usually very difficult for the individual to focus on other important aspects to be solved.

I tried to make this French housing guide as comprehensive as possible. **I hope it will make your arrival easier, your change of property smoother and will facilitate your relations with your current landlord!**

# Finding rental accommodation

## How to find your new home

**Looking for accommodation** is not always an easy task, especially when you come from another country. To help in your research here are some insider tips for you!

If you've searched for housing before, you know that **finding the accommodation of your dreams doesn't happen overnight**. Between reviewing multiple websites, lowering your standards or visiting different types of housing, it's difficult to find the perfect place.

It takes most people about two to three weeks to find an apartment to rent. But you can reduce your home search time by asking yourself the right questions:

Furnished or unfurnished? Shared flat or apartment? Charges included or rent only? And from the very beginning!

Take the time to get organised, that way you will get an idea of your needs to find your ideal home. It'll be worth it. It is your future home after all!



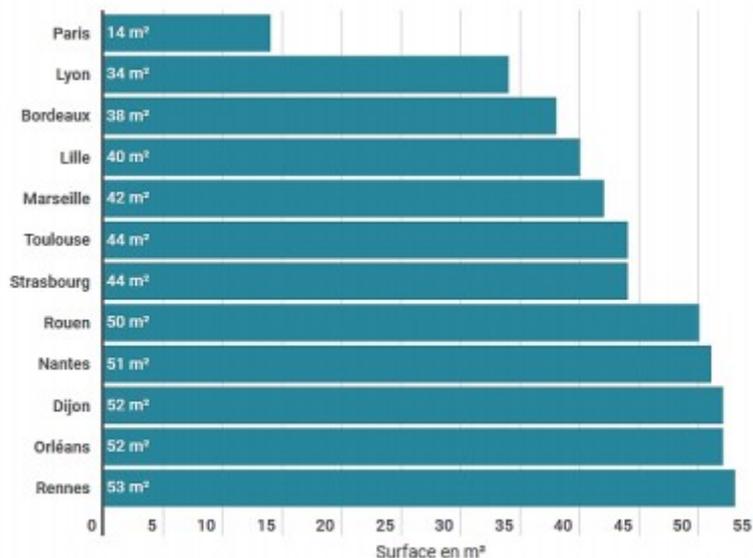
Photo by Deborah Cortelazzi

## Tip 1: Set your budget and needs

Rental prices vary a lot depending on where you are looking for accommodation. The real estate agencies usually have an **unwritten rule that the rent shouldn't exceed 1/3 of the tenant's income**. So if you look via an agency, your monthly income pretty much sets your housing budget and the type of accommodation you can afford in a given location.

This unwritten rule surprises many expats. It is common to spend a higher portion of the income on accommodation in other countries. However, the tenants are highly protected by the French real estate law, which makes it very hard for a landlord to evict a tenant who's not paying the rent. Agencies and landlords want to make sure the tenant will be able to pay the rent.

According to [LocService](#), with a €649 monthly budget, this is the property size you could get in the main French cities in January 2020 as an estimated average:



Rental prices will also differ if you are [renting furnished or unfurnished](#).  
Furnished accommodation is usually 20% more expensive.

### The hidden costs

In addition to the actual rent, you also have to consider the following hidden costs:

- Moving costs.
- Real estate agency fees: usually around one month rent.
- Security deposit: **One month's rent**, excluding charges (can be more for furnished accommodation).
- Fees to **turn on the utilities**:
  - Water (between €30 and €60 depending on the region and provider)
  - Gas and electricity (between €20 if you plan it - 5 days - and up to 150€ for an express service - 24h)
  - Internet: about 50€
- **Rental insurance (compulsory in France)**: the annual fee can go from €160 to €500 depending on the region and type of property.
- Housing tax: anyone occupying a property on 1st January must pay a housing tax (*taxe d'habitation*). The amount depends on the accommodation type, its location, your income and situation. It can go **from about €100 to about one month's rent**.

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This tax must be paid, even if you have moved during the year, within France or abroad. You will be sent a tax notice in September by post to your residence or to the address that you provided to the tax administration.

## **Tip 2: Understand the ads**

Understanding the renting ads, besides the normal vocabulary, can be difficult as real estate agents often use coded terms and abbreviations.

### **Coded terms**

You may have seen the codes T1, T2, F1, F2...on rental ads. French rentals are classified by size and coded as follow: T (type) is for the apartment and F (*foncier*) is for houses.

### **The number illustrates the living space plus the number of bedrooms.**

The kitchen, bathroom and toilet are not mentioned. The toilet is often separate from the bathroom, an important feature for many French people.

You can sometimes see an ad for a T2 Bis, for example. The **Bis** will stand for a double room. This means there would be an alcove in the bedroom or the living room. Alcoves are very common in Lyon's old apartments, for instance.

A T2 is a one-bedroom apartment:

- T: apartment
- 2: 2 rooms (one living room and one-bedroom)

F3 is a house with 2 bedrooms.

- F: house
- 3 : 3 rooms (one living room and two bedrooms)

CAUTION: there is often a misuse of the F category. You will find many one-bedroom apartments stated as F2 instead of T2.

### **Abbreviations**

**Abbreviations are very common** in the rental ads, and there are hundreds of them. I have listed some, but you will be able to find a [more complete list here](#) in French.

- Asc: *Ascenseur* (lift)
- Chb: *Chambre* (bedroom)
- CC: *Charges comprises* (monthly housing fees included)
- Chauff: *Chauffage* (heating)
- Sbd: *Salle de bain* (bathroom). *Salle d'eau* means there is no bathtub and only a shower
- RDC: *Rez de Chaussée* (ground floor)

### Tip 3: Prepare your rental file

Whether you are home-hunting using an agency or not, you will have to prepare a rental file to apply for the properties you are interested in. It is strongly advised to **prepare it in advance and have it with you when you first visit the flat**, especially in big cities where the competition can be fierce, as shown below according to [LocService](#) numbers.

#### Top 10 Number of housing requests per rental offer



The [following documentation](#) (known as a dossier) can be requested from prospective tenants:

- Proof of identity
- Proof of earnings and employment status (work contract, tax filings from the year before, last three payslips, grant attestation...)
- Proof of current address
- Copy of your RIB (bank account details - some landlords may ask for a larger deposit if you do not yet have a French bank account)

Once you have completed those steps, you are finally ready to visit as many places as possible, until you find your new home.

#### **Tip 4: How to find your new home**

**There is no miracle recipe, unfortunately.** Every possible option should be used at the same time to stack all the odds in your favour.

Many expats find it difficult to secure a place before arriving in France. It is also more secure to visit a place before committing to renting. It is quite common to rent an Airbnb or hotel for a few weeks, the time to find a place to live. The most popular ways to find a place to live in France once you've already arrived include:

- Online (specialised websites, Facebook, forums)
- Through an agency: (see below) While a more expensive option than looking on your own, an agent can help you find a place to live more quickly.
- Bulletin boards: (*Les petites annonces*) If you are coming to France to study, check to see if the university or educational institution has a bulletin board where people may post places for rent.
- Keep your eyes and ears open: Networking is usually the way to find the best deals! So talk about your research to your new colleagues, your acquaintances... they might have heard of good opportunities!

## Useful websites

[LeBonCoin](#): the French version of the British Gumtree or the American Craigslist. You can find almost everything here, and also apartments! However, careful with the ads that appear "too good to be true" - they probably are!

[SeLoger](#): one of the major online real-estate portals that lists both rentals and properties for sale. Many ads are posted by agencies.

[De Particulier à Particulier \(PAP\)](#): an online real-estate portal that lists rentals/properties for sale by "private landlords" - meaning there are no agency fees. You may need to pay to access contact information for certain listings. This website is used a lot in Paris, less in other cities.

[FUSAC](#): An English-language online community magazine with a Paris focus. There is a housing section and you do not have to be a member to access contact information.

## Tip 5: How to find a rental without a guarantor

**Often a guarantor (*garant*) is required.** The guarantor is someone who will agree to pay the rent on your behalf should you ever miss paying one month.

The guarantor is usually required to provide proof of their employment/resources, along with a letter confirming their agreement to guarantee the rent for the landlord.

Most agencies prefer a guarantor living in France, though some may accept one living abroad, mainly within the EU.

**Not having a guarantor in France is often the biggest challenge as an expat** looking for a place to live. I'll give you some tips below to go around this situation.

## Ask around you

If you don't know anyone that could be your guarantor, you may want to **consider asking your employer.**

Companies can not be guarantors as entities, but your boss may accept to be, as **the more time you spend looking for a property, the harder it will be to focus on your job.**

Some employers may also accept to do a company lease, and you will only appear as the occupant on the lease. This is often the case for international assignments. So it may not be the best option if you are in France indefinitely as your lease will be linked to your employer.

## Convince the landlord to take “unpaid rent insurance”

This is specific insurance for landlords that will cover the unpaid rents. It is forbidden for the landlords to request a guarantor when they contract this type of insurance.

The main argument is that it can also be complicated to receive the payment from a guarantor and **this specific insurance is more reliable for everyone.**

## Get a guarantor via the VISAL system

The [VISAL system](#) only applies to tenants under specific conditions:

- Anyone under the age of 31
- Professional with a work contract above the age of 31
- The application must be made within the first 6 months of your new work contract.
- Guaranty applicable for the **mobility rental contracts (*bail mobilité*) only**. The mobility contracts are specific rental contracts for furnished rentals under 10-month duration.

If you plan to stay longer in the property, you can start with a 10-month mobility lease and tell your landlord that you may be interested in staying longer and since you have been paying your rent and time and maybe built a relationship of trust with your landlord, they may accept to make a new long-term lease without a guarantor. **It is always worth trying!**

# The furnished and unfurnished rental market

Should you rent a furnished or unfurnished property in France? **Most expats first consider renting furnished.** However, before making this decision, it is **important to understand the differences** and the impacts of the type of rental you choose.



Photo by Anthony Tran

The furnished rental market can be less dynamic than the unfurnished one in France.

If you are settling in a big city, you will have furnished properties options, but the **unfurnished properties remain most common**. Finding a furnished property in a small town or the countryside can be a real challenge as the supply is really low.

Just so you have an idea: **in Paris, the furnished rental properties represent roughly 20%** of the rental market and **in the rest of France less than 10%!**

You now understand the challenge it can be to find a furnished place!

Also, most of the furnished properties are small apartments, and **furnished family size apartments are very rare and therefore expensive.**

So, if you don't manage to find a furnished property matching your requirements, you may need to consider renting unfurnished and buy furniture.

There are many options to buy cheaper furniture, maybe secondhand or from another repatriating expat.



Photo by Jarek Cebors

Besides the property availability, there are other factors to take into account before starting your house hunting and signing a lease.

## **Furnished versus unfurnished: the main differences**

### **Your initial expenses**

The first visible difference is the rent amount between the two options.

**The rent is 10 to 20% higher for furnished properties.** This difference is explained by the investment made by the landlord to furnish the property.

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Depending on how long you will stay in France, you may want to **compare the cost of furnishing an apartment and the rental difference**.

For example, if you furnish a studio apartment, the budget can go between €2,000 and €6,000 for brand-new elements, depending on the quality and also if the kitchen is equipped.

Yes, that's right, **many apartments in France have an empty kitchen!** There could only be a sink, but no fridge, stove, oven, microwave...

For this reason, when you need to furnish an entire apartment, the second-hand option is very common. Then, you will be able to replace some furniture or appliances if you wish.

### **The security deposit**

The security deposit amount for an **unfurnished** apartment should not be higher than one month's rent before charges\*.

The security deposit for a **furnished** apartment should not be higher than two months of rent before charges.\*

The separate amount of the rent and the charges should be mentioned on the contract.

**INSIDER TIP:** If the flat you are renting is furnished or half furnished and it is stated as unfurnished in the contract, the landlord will not be able to deduct any money from your security deposit if there are any damages to the furniture. Because theoretically there is none in the flat. Also, this means that if furniture needs to be changed, the landlord has no obligation to change it if it is an unfurnished rental contract.

\* Charges are a tax including the maintenance of the common area, the elevator or the concierge salary (if applicable).

### **The contract duration**

All the **unfurnished** apartment contracts should be of **3 years, and renewable** for the same duration.

If the apartment is the tenant's main residence (more than 8 months per year), the **furnished** apartment contract should be **one-year renewable** (unless for students where it is 9 months and not renewable to match the academic year duration).

## The tenant break close

The break close should always be notified by either party by **sending a registered letter by acknowledgement of receipt**. If you have a good relationship with your landlord, you can let him know via a phone call or email, but I would always recommend to also send the formal letter.

**Unfurnished properties:** There is a **3-month tenant break clause** minimum. It is the general rule. There is an exception for big urban areas: the tenant break clause will drop to **one month**. This exception applies to a specific list of cities, about 30 urban areas. The largest French cities will be on the list, although based on the rental market (supply and demand), it may change. It is, therefore, better to check [here](#) whether the shorter break clause still applies to your town of choice.

**Furnished properties:** The applicable tenant break clause is **one month**, regardless of where the property is located.

## The landlord break clause

**Unfurnished properties:** The real estate law in France in terms of rentals very strongly protects tenants' housing rights. As a consequence, on a 3-year lease, a landlord cannot ask the tenant to vacate for 3 years, with very rare exceptions, in which case **the landlord break clause is 6 months!**

The main reasons that would allow a landlord to use the break clause would be:

- Selling the property
- The landlord or a close relative is moving into the property
- For serious and legitimate reasons, that is, the tenant didn't comply with their obligations.

**Furnished properties:** The same as for the unfurnished properties, the landlord break clause option is very limited and very controlled. If this happens, it should be for **3 months**.

These rules do not apply if the apartment is not the tenant's main residence, such as short lets or holiday rentals.

Here is a table summarising the above:

	<b>Unfurnished</b>	<b>Furnished</b>
<b>Contract duration</b>	3 years contract renewable	1-year contract (or 9 months for students)
<b>Security deposit</b>	1 month's rent maximum	2 month's rent maximum
<b>Tenant break clause</b>	3 months minimum (or 1 month in certain areas)	1-month minimum
<b>Landlord break clause</b>	6 months minimum (under exceptional conditions)	3 months minimum (under exceptional conditions)

### **Criteria for an apartment to be considered as furnished**

A property cannot be rented as a furnished if a list of legally determined items is not provided by the landlord for the main residence:

1. Bedding, including a duvet or bed covering
2. Curtains or shutters in the bedroom or sleeping area
3. Cooking hobs
4. Oven or microwave oven
5. Refrigerator and freezer
6. Cooking utensils
7. Table and chairs
8. The necessary tableware and silverware to serve a meal
9. Cleaning utensils adapted to the type of home
10. Storage shelves
11. Lighting fixtures



Photo by Boyan\_d

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# Moving in

## The rental contract

**The tenancy agreement (*contrat de bail*) should be signed before the start of the tenancy or on the same day.** The tenant will need to pay the first-month rent and security deposit.

Tenancy contracts in France should include at least the following elements:

- Names of the tenant(s) and landlord;
- A detailed description of the property;
- Contract start date;
- Duration of the agreement (for example 1 year or 3 years- as explained above);
- Rent amount and rental deposit amount;
- Payment conditions (date of rent payment...)
- Details on any other charges payable to the landlord (e.g. utility bills, common areas maintenance);
- Information on notice periods;
- Landlord and tenant rights and obligations;
- Size of the property (unfurnished rentals only);
- Landlord and tenant signatures;
- Rent amount the previous tenant was paying as well as the last rental increase date

**A condition report, an inventory and an energy performance report should also be provided** with the rental agreement. Unlike property sales contracts, rental agreements do not have to be witnessed by a notary.

Your rental agreement – for both unfurnished or furnished properties – will be renewed automatically unless stated otherwise in the contract and the landlord or tenant should give notice as stated in the contract.

# Housing insurance on a French rental property

**Both landlord and tenants have the legal obligation to take out insurance.** The landlords will have to cover their liability for claims arising from structural defects in the property, and for claims arising out of their repairing obligations.

There is a similar obligation on the **tenant of an unfurnished rental property only** to take out insurance. The minimum insurance legally required from the tenant is the “*risques locatifs*” including the risk of fire, explosion, and infiltration of water, etc. for which they may be responsible.

However, it is **recommended to take out a policy for “*multi-risques d’habitation*”**, which would include damage or theft to personal belongings.

The tenant is required to supply the landlord with a copy of the insurance certificate each year.

***Failure by the tenant of an unfurnished rental to take out insurance constitutes a motive on which the landlord may terminate the tenancy.***

There is no obligation on a tenant of a **furnished tenancy** to take out insurance, in which case it is clearly imperative that the landlord has a comprehensive cover, or insist the tenant takes out insurance as part of the letting terms. In addition, although there is no obligation on the tenant to take out insurance, they remain liable for any damage they may cause.

Besides, in France, third-party civil liability insurance (assurance *responsabilité civile*) is obligatory for everyone and is usually included in house or car insurance policies. It is recommended to make sure it is included in one of your insurance coverage. Try to avoid double coverage as well, as it will also mean extra cost for you.

The third-party civil liability insurance will cover an individual against a loss caused by some **third-party**. If you don’t have this cover you would be held personally responsible and be required to pay any compensation that may be due.

Policies can cost from as little as around €100 per year although can rise to €300-400 depending on property size and extent of coverage selected.

# How to get CAF housing subsidies if you are not a student?

There is a common belief that CAF housing benefits are **only for students. This is a mistake!** They do represent a big portion of the benefit recipients, however, being a student is not a criterion to receive benefits as the level of income would be. And as a matter of fact, many students meet the income requirements to receive CAF housing benefits.

There are more than 10 million recipients of CAF benefits in France, about 1/7 of the population. Without knowing it, **you may be entitled to CAF housing benefits!**

**One hundred euros a month or more is always a valuable help** when you are looking for a job, paying an expensive rent or struggling meeting the ends when you have paid all your invoices, your children activities, all the money you spent to settle in, and so on...

## CAF: What is it?

The Caisse des Allocations Familiales or Family Allowance Fund is a public administration providing different type of support to families. It can include support for

- children daycare (*PAJE*),
- **housing benefit** (*allocation logement*),
- holidays,
- pregnancy benefits,
- moving grant (*prime de déménagement*),
- supplementary benefits (*RSA*),
- school grants (*allocation de rentrée scolaire*),
- family allowance (*allocations familiales*)...

**Some of the benefits are allocated based on revenue and others are not.**

## Who can apply for the CAF benefits?

**Anyone residing legally in France** and whatever their professional and family situation may receive housing benefits. If you qualify, its amount will vary based on your income level and capital, your family size, the rent amount and the localisation of the property.

France is divided into **4 zones**:

**Zone 1** : Île de France (Paris region)

**Zone 1 bis** : Paris intra muros (City of Paris - 75)

**Zone 2** : Cities with more than 100,000 people and Corsica ;

**Zone 3** : The rest of France

### 2021 maximum monthly housing benefit

Zone	Single person	Couple without children	Single parent or couple with 1 child	Per extra dependent
1 & 1 bis	€ 295.93	€ 356.92	€ 403.39	+ € 58.52
2	€ 257.92	€ 315.69	€ 355.23	+ € 51.70
3	€ 241.73	€ 293.04	€ 328.57	+ € 47.09



Photo by Mauricio Artieda

## Everyone can apply

CAF hasn't communicated any threshold income above which claimants would not receive any subsidies as there are **multiple criteria** that can influence the benefit allocation. However, if your household makes a 6 figure annual income, there is a big chance you do not meet the CAF requirements...

**The calculation method is the same for everyone but everyone's situation is different.**

Since January 1, 2021, the claimant should declare their income from the **12 previous months**. Before it was from 2 years before which wasn't corresponding to the current applicant's situation.

## Make a simulation

The only way to know if you qualify for CAF subsidies is **to do an online simulation**.

Prepare the following documents or information to do this simulation:

- Your rental contract or the main information about the property (address, size, rent amount without charges...)
- Your family situation
- Your current professional situation as well as your partner's (married or not)
- Personal net income from 12 months before – the taxable amount on your tax notice.
- All your bank account statements, life insurance, stocks, proof of capital and estate
- Your latest housing tax notice (if applicable) where the rental gross value (*valeur locative brute*) will be stated
- Your latest property tax notice (if you own properties)

CAF states that the **simulation result may differ from the potential actual housing benefit** as more information will be requested to apply. But it still gives an idea if you can receive a benefit and the approximative amount.

## Qualified housing

When visiting rentals and if you intend to receive CAF housing benefits, **check if the property qualifies for CAF before you sign the rental agreement**.

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The lease should be minimum one year long and the landlord will need to sign the CAF application form. It is a standard procedure and most landlords are aware of it. However, some may refuse if they are not fully taxed compliant.

### **Have the right to reside in France**

You must have the right to reside in France to receive CAF benefits. This means that you should have **validated your visa** with the relevant process according to your visa type. There is **no need to wait** to receive the OFII stamp or residence permit **to do the online CAF request**. You will just need to send the proof ASAP, and the subsidies will only be paid once all the supporting documents have been received and approved.

### **Have a French bank account**

You should open a French bank account ASAP. **CAF only pays the housing benefit on a French bank account**. European accounts or other foreign accounts will not be accepted.

### **How to apply?**

If you have never received any benefits from CAF and you do not have a CAF ID number called *Numéro d'Allocataire*, you should do as follow:

Go on the [CAF website](#):

- Under *Services en ligne*, select
- Click on *Vous n'êtes pas allocataire* (if you do not have the CAF ID number) or *Vous êtes allocataire* if you do
- Click on *Faire la demande* (Submit the request)

You will then need to answer all the question based on your personal situation and the supporting documentation.

- After completing the application, print and fill the form « *attestation de loyer* », and have it **signed by your landlord**, and send everything to CAF with the requested supporting documents.

If you cannot finish your application in one go, you can save it and come back later. **Make sure you keep your logins and Numéro d'Allocataire safely.**

### **When should you send your housing benefit request?**

You can submit your request for housing benefit from **the day your lease agreement starts**. The benefit will be calculated from the following month and will be paid from month two.

For instance, if your contract starts on September 1<sup>st</sup> and you apply during the month of September, then the benefit will be calculated from October and paid the beginning of November for October and so on.

So don't lose time to submit your request!

**NOTE:** If you can have your rental contract start at the end of the month, you will gain one month benefit as it will be paid from month two.

**If you do not have all your supporting documents, still do the online request straight away as the documents should be sent by postal mail afterwards on uploaded online.**

# The tenant's rights & responsibilities

The tenant's rights are the landlord duties and the tenants' duties are the landlord rights.

I have listed for you; your main responsibilities as a tenant to help you avoid any surprised or issues during your tenancy.

## Pay the rent and the rental charges on time

The rent and rental charges should be paid at the date stated in the lease agreement.

The rental charges are expenses paid by the landlord that he/she can **charge back to the tenant**. These expenses can include:

- Services for the accommodation use (water consumption, communal heating consumption, equipment for the lift repair...),
- Communal areas expenses: maintenance and small repairs,
- Rental tax (*taxe locative*): municipal services for the accommodation use (sewage system maintenance, household rubbish tax).

## Respect the use of the property

The type of use is stated in the contract. If it is stated that the property is for **housing residence only**, it cannot be used for **professional purposes** (unless stated in the residence rules and under specific conditions).

## Do not perform transformations without the landlord authorisation

Any transformation to the property or its equipment should be done with the **landlord prior written approval**. If you make improvements without his prior written consent, the landlord doesn't have the obligation to compensate the tenant. If

the modifications impact the security in the property or the good use of the equipment, the landlord can request that you put it back to its original condition.

### **Responsible for the property damages**

The tenant is responsible for any deterioration that may occur during the tenancy. It is therefore **essential to make a comprehensive and complete inventory report** on the property condition when signing the lease.

### **Give access to the landlord for necessary repairs**

As a tenant, you should grant access to the property in the following situation:

- Common areas improvements or repairs, or another apartment of the residence.
- Normal maintenance of the property
- Energy efficiency improvements
- Repairs to make the property decent

The landlord should inform the tenant of the type of repairs and the duration.

If the renovation work lasts **more than 21 days, the tenant can request a rent discount**.

If you cannot remain in the property during the renovation, you can end the contract.

Repairs cannot be done during weekends or bank holidays without tenant consent.

## Take care of the property maintenance

Small repairs and everyday maintenance are the tenant's responsibilities as well as any bigger repairs that are the result of the tenant misuse.

Some repairs are the landlord's responsibility such as the important repairs or the ones due to the property ageing.

## Examples of repairs that are the tenant responsibility

- Maintenance of interior areas:
  - Keep the apartment clean
  - Touch up of paintwork and wallpaper
  - Wardrobe and locks repairs
- Plumbing:
  - Unblocking of water pipes, replacement of seals and collars
  - Emptying septic tanks
  - Minor repairs to fittings and replacement of gas pipeline accessories
  - Cleaning of lime deposits
  - Replacement of shower hoses
- Electricity:
  - Replacement of switches, sockets, circuit breakers, fuses, bulbs
- Equipment maintenance:
  - Sweeping of smoke, gas and ventilation ducts routine
  - Boiler maintenance (should be done once a year plus when needed)
  - Maintenance of the appliances mentioned in the lease: washing machine, fridge, dryer, extractor hood, ...

When a concern arises and you disagree with your landlord request, the first thing to do is to **check your rights and responsibilities**. It can also happen that your landlord is not aware of some aspect of the rental law, so it is always better to remind him of the legal background.

**Many associations in France inform tenants** and landlord regarding the rental law and sometimes offer mediation when needed. [ANIL](#) is a very good national resource with local branches all over France.

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# Landlord's rights & obligations

One day your landlord calls you with a situation. You are not sure if the request is justified or even allowed.

The first step for you is to check what are your responsibilities as a tenant and also what are the landlord's ones. This will help you to manage this type of situation and keep this homely feeling you were starting to feel.

Again, **the tenant rights are the landlord duties and the tenant duties are the landlord rights.**

The first thing to check is your lease agreement.

Usually, the landlord obligations are mentioned in the contract. I will also detail for you below **the main French real estate law elements to be aware of.**

## Provide a property in good condition.

### Repairs and maintenance

The property should fulfil the [decency characteristics](#) as per French law such as:

- The tenant health and safety permitted
- No parasite and pests
- A minimum surface of 9m<sup>2</sup>
- Minimal energy efficiency

The equipment mentioned in the lease should be **in working order.**

If the property is not in good condition at the moment of signing the lease, it is possible to agree with the landlord who will take care of the necessary repairs. However, the ones allowing the minimum decency should be taken care of by the landlord.

This agreement should be mentioned in the lease and reflect:

- The nature of the repairs
- How the repairs will be deducted from the rent
- The duration of the repairs
- If the tenant leaves the property before the end of the lease, the conditions to the repairs reimbursement.

Some repairs are the landlord responsibility such as the important repairs or the ones due to the **property ageing**.



Photo by Julie Molliver

### Examples of repairs that are the landlord responsibility

- Urgent repairs:
  - Boiler failure (remember the annual maintenance is the tenant responsibility)
  - Retaining a beam that threatens to break
- Common areas improvements or repairs
  - Stairwell repair
  - Building façade restoration
- Necessary repairs to keep the property in good condition of decency
  - Broken shutters repair
  - Faulty pipework repair

Some repairs that are usually the tenant responsibility will be the landlord if they are due to **natural wear and tear** or in case of force majeure (such as a storm).

## **Ensure the tenant tranquillity**

### **Peaceful use of the property**

The landlord cannot access the premises to check its condition or organise a visit without the tenant prior consent.

The property should be sufficiently insulated to prevent important noise pollution. Also, the tenant should respect the neighbourhood, and it is the landlord right to inform the tenant of a nuisance if the neighbours have informed him/her.

### **Tenant interior design**

The landlord cannot prevent the tenant from decorating and organising the layout of the property in its own way. The tenant can, for example, paint and install shelves. However, the tenant won't be authorised to transform the property without the owner written approval.



Photo by David Pisnoy

### **Provide monthly rent receipt**

The tenant can request monthly rent receipts. These should be provided free of charge. The rent receipt can often be used as proof of address and may be requested by some French administration before giving benefits (ie: CAF, CPAM, Pôle Emploi).

# Rental increase

## At the start of the tenancy

As a general rule, at the start of the tenancy, the level of the rent can be freely determined between a prospective tenant and the landlord.

The only controls on the level of the rent on a new tenancy are what the market is prepared to pay.

However, **a specific rental control** has been implemented since 2012 to **avoid property speculation in the biggest French cities** where the demand is higher than the offer (called *marché tendu* in French).

This means that the **rent on the new letting cannot be any higher than that of the previous letting**, adjusted by the inflationary increase in the rental index - the *Indice de Référence des Loyers (IRL)*.

There are exceptions to the rule, such as where major works have been undertaken, or where the previous rent was manifestly too low in comparison with other local rents.

Since 1st July 2019, in Paris and potentially in certain other major cities, there is a cap on the maximum rent that can be charged, in a legal control called *l'encadrement des loyers*.

The rent levels are set by district, size and age of construction.

It is possible for a landlord to justify a rent above the maximum but only provided the property has exceptional characteristics from other properties in the area. In this case, the increase.

## Annual rental increase

### Rental increase clause

The contract can include a rental increase clause. In that case, it must specify the annual increase date and the date of reference for the increase rental index.

The rent can be increased on the date mentioned in the lease contract or the anniversary date of the contract once a year. The increase should be done in line with inflation and should not be greater than the Rental Price Index (called [IRL](#) in France and published monthly by [INSEE](#) the French National Statistics entity).

***If no revision clause is included in the contract, no rent increase is permitted, whether the property is furnished or unfurnished.***

### Rent increase in case of repairs

The works cannot be those that the landlord is otherwise legally required to undertake in order to bring the property up to a habitable standard.

Neither can the landlord **unilaterally** decide to undertake improvement works and impose a rental increase on the tenant.

Nevertheless, they are entitled to carry out improvement works if they consider it reasonably necessary to do so.

Alternatively, the tenant may themselves request certain improvements to the property for which a mutually agreed rent increase can be applied.

The **rent increase cannot exceed 15% of the actual cost of the repairs** taxes included. To apply such increase, several conditions must apply:

- the repairs should be improvements to the living conditions or putting the property in conformity in terms of decency as per the law of the 6.7.89, article. 6, al. 1 and 2,
- the repairs should take place within the property or common areas,
- the repairs should take place during the tenancy of the current tenant,
- the total cost of the repairs taxes included should be at least equal to 50% of the previous year annual rent.

The tenant has the right to **refuse the works to private areas of the property**, although not to communal areas.

Landlords can also apply an increase in the rent for works of **energy conservation** carried out to the property. The increase can be either €20 per month for a maximum of 15 years or a sum that cannot be more than half the cost savings achieved in the reduction of energy consumption from the works.

The works must be preceded by an energy audit, which will provide information on the cost savings that could be achieved.

## Sublet

**The tenant does not have the right to sublet without the written consent of the landlord.**

Where the consent of the landlord is obtained, the terms of the sub-letting can be freely negotiated between the tenant and the sub-tenant. However, the rent of the sub-tenancy cannot be greater than in the initial tenancy.

It is highly recommended to **inform the housing insurance company** of the change of occupant of the property.

When the initial tenancy comes to an end, the sub-tenant has no further rights to remain in the property, unless by consent of the landlord.

Photo by Nathan Fertig



# Moving out

## Termination by the landlord

There are specific procedures for termination of the tenancy by both the landlord and tenant that must be respected.

When the landlord gives notice of termination, it is imperative that the notice is **correctly drafted and sent out at the right time**, or it may be declared invalid by a court of law, in which case the tenancy would be automatically renewed!

Also, when the tenants are over the age of 65 years there is potentially a rehousing obligation for the landlord. This rule on alternative accommodation does not apply if the landlord is at least 65 years old, **or** of modest means, with the same resources test as that of the tenant.

**The landlord can only terminate the tenancy at the term of the rental contract.** However, in case of breach of the tenancy agreement by the tenant, the landlord may have grounds in legal proceedings.

The **minimum notice period** (called *le congé*) that must be given by a landlord depends on whether it is a furnished or unfurnished letting.

**Unfurnished Letting - Six months**  
**Furnished Letting - Three months**

This notice period starts either six or three months prior to the expiry date of the tenancy, depending on the type of letting. If the landlord misses the window to give notice, the tenancy is automatically renewed.

The notice must be **sent by recorded delivery** or delivered by a *huissier* and must state the reasons why the landlord wishes to recover possession.

There are only **three grounds** at the end of the term of the tenancy on which **the landlord can recover the property, otherwise, the tenancy automatically renews itself**, provided the tenant wishes to remain in the property.

In the case of an unfurnished letting, renewal is for a further three years, (six years in the case of letting by a property company called SCI in France) or for an extra year in the case of a furnished letting.

The three grounds for termination of the tenancy are:

1. The landlord occupation
2. The sale of the property
3. Breach of the tenancy conditions

## **The landlord occupation**

A landlord can terminate a tenancy to provide accommodation for themselves and/or a close relative.

A 'close relative' of the landlord is their spouse, partner, parents or children, or the parents and children of their spouse or partner.

If the landlord is a property company (SCI) then only those family members who are shareholders of the company are considered eligible. So an SCI cannot give notice on the basis of providing accommodation for a relative who is not also a shareholder of the company.

The details of the prospective occupant must be stated in the notice of termination.

## **The sale of the property**

The landlord can also terminate the tenancy at the end of the term in order to sell the property vacant.

In the case of an **unfurnished letting**, the sitting tenant has the **right of first refusal**, provided the property is their principal home. This right gives the tenant the right to buy a property before the seller negotiates any other offers.

This right does not apply to furnished lettings.

The right of first refusal is at the price sought by the landlord although, if the tenant can prove that the price is excessive, the notice of termination could be cancelled.

**The landlord is obliged to advise the tenant of the price and conditions of sale** and there are procedures to which the landlord must adhere.

The tenant has two months to accept and proceed with the sale. This period is increased to four months if the purchase is being funded with a mortgage.

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If the tenant does not take up the offer, but the landlord accepts another offer at a lower price than that offered to the tenant, then the tenant must once again be given the first right of refusal on the new terms.

The offer must be made available for one month with a further two months (or four in case of a mortgage) to complete the transaction.

There is no right of pre-emption for the tenant when the buyer is a close relative of the landlord.

## **Breach of the tenancy conditions**

If the tenant has not complied with the tenancy conditions then the **landlord can refuse to renew the tenancy** at the expiry of the term (or during the term) and give due notice of termination.

If this occurs it is likely to be contested by the tenant, and the landlord may need to take legal proceedings for possession and possibly eviction of the tenant.

In which case, it is imperative all matters are fully documented and that the advice of a *huissier* is taken.

## **Termination by the tenant**

The tenant may terminate the tenancy **at any time and for any reason**.

The minimum notice period will depend on the type of letting:

**Unfurnished - Three month's notice or one month in designated cities**

**Furnished - One month's notice**

The period of three months notice may be reduced to one month in the following circumstances:

- Serious illness of tenant of at least 60 years of age justifying a change of accommodation;
- If the tenant involuntarily loses their job, obtains their first job, finds a new job following unemployment, or if they transfer their employment elsewhere (*mutation professionnelle*);

- Where the tenant is in receipt of social security supplementary benefits (*Revenu de Solidarité Active - RSA*)

The notice should be given by a **record delivery letter** or by a *huissier*.

If the tenant does not comply with the notice period the landlord is entitled to make a legal claim for the unpaid period, provided the property remains unlet during the period.

The rent continues to be payable during the period of the notice.

Once the tenant has given notice in the proper way, it is **irreversible**.

However, it is always possible for the landlord and tenant to come to their own agreement about the length of the notice period.

Finally, a vacating tenant is obliged to grant a landlord reasonable **access to the property** for visiting by prospective new tenants or purchasers.

## Conclusion

From finding your rental accommodation, moving in and to moving out, the French renting system is quite different from other countries.

I hope this detailed guide will help you navigate most of the situation you may encounter: issues with your landlord, applying to CAF housing benefit without a headache and understanding your responsibilities as a tenant.

I am posting every week tips on housing, immigration, healthcare, French education system, French administration and French culture on my blog [Expat in France](#). Follow on Social Media not to miss the latest tips!

