

Renting a private apartment offers more independence but can be more costly and difficult to find. This document recaps what to do during the search for this type of housing and the administrative steps to follow.



STEPS TO FOLLOW IN A PRIVATE RENTING

When looking for housing

Middlemen acting between the tenant and the owner sell lists of available housing. They're called "list merchants" ("marchands de listes"). Some real-estate agencies offer an all-day access to their lists for a specific duration (most often 4 months) in exchange for very high registration fees (150-450€). These offers are usually neither significant in number nor of good enough quality to allow you find suitable housing. Students should avoid this process as much as possible. The Directorate-General for Competition, Consumer Affairs and Prevention of Fraud (**DGCCRF**) acts as a counter-balance and enforces regulations framing renting practices. Once the student has found an advertisement and contacted the person in charge of the housing (whether agency or owner), he must not hesitate to ask as many questions as possible on important or unclear aspects of the advertisement.

During the visit

Here are the most important things to check during the visit:

The housing condition and whether all equipment is functional: check the pipes by opening the faucets and flushing the toilet. Check power and heating (even in summer):

count the number of plugs and heaters, check if there is a phone plug, a TV antenna and an Internet plug. Check the paintwork and the wallpaper, open the doors, windows and shutters and check the floor.

The building: Is there a caretaker? Is the staircase clean? Is the mailbox functional? Where is the garbage storeroom? Is there a bike garage? Are other students living there? Is the access to the building secured (digital lock or entry phone)? Feel free to ask the neighbours about the advantages and drawbacks of the building and the neighbourhood. What about upgrading and cleanliness works? They can be costly and noisy for a long time. If the owner or their representative guarantees that any work will be complete before you move in, ask him to put this promise on writing and to give a deadline.

The neighbourhood: Check if there are shops and public transport stops nearby and the level of noise during the day.



dgccrf

The DGCCRF makes sure regulations are respected. The authority can be contacted for any question or in case of effective violation. A brochure on scams and students rights is available on its website.

<http://www.economie.gouv.fr/dgccrf>

This brochure is also available on our website

www.campusfrance.org

ADVERTISEMENTS GLOSSARY

AL (à louer): to let
Anc (ancien): old, ancient
apd (à partir de): from (talking about the availability)
appt (appartement): apartment
asc (ascenseur): elevator
b ét (bon état): good state of repair
CC/TCC* (loyer charges comprises/ toutes charges comprises): rent charges included/all charges included
ch (chambre): room
cuis éq (cuisine équipée): furnished kitchen
ds (dans): in
dch (douche): shower
disp (disponible): available
kitch (kitchenette): small kitchen in the main room with basic equipment e.g. sink, a hot plate and a small fridge
ét (étage): floor (e.g. second floor)
gd (grand): big

Hono or H + € (honoraires): rent fees for the middleman/manager
INT/DIG (interphone/digicode): digital lock/entry phone
lav (lavabo): washbasin
pft ét (en parfait état): perfect state of repair
pk/gar: car park/garage
plac (placard): cupboard
prox (à proximité): close to
rén (rénové): refurbished
rdc (rez-de-chaussée): ground floor (UK), first floor (US)
sdb (salle de bains): bathroom
studette/chambre de bonne: small studio in the last floor (usually 6th or 7th floor without elevator) located in a building. Usually furnished, with toilet outside the studio.
T1: the number is for the number of rooms. Living area is always in m²
vis s/rdv: visit upon appointment

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Deciphering housing advertisement can be challenging. Here is a small glossary of French terms used in housing advertisements



The lease contract

The lease can be established by the owner and the tenant or with the help of a professional (agency, bailiff or notary) with at least 2 copies so each party has one. It should include:

- The name and address of the owner and their representative (if so)
- Duration of the lease and moving in date
- Description of the housing and its annexes
- Listing of common areas
- The use made of the housing (residence or residence/office)
- Rent amount, date of payment
- Amount of provisions on charges
- Deposit amount if asked (maximum: a month's rent excluding charges. It cannot be modified for the duration of the lease or at its renewal)

The lessor is under many obligations, including:

- To offer a decent housing

The surface area of the housing must be at least 9 m² for one tenant or 16 m² for two, and the height to the ceiling at least 2.2 m (or the habitable volume must be at least 20 m³). The housing must be equipped with heating, power and gas equipment complying with French security regulations. If the housing is only one room, the sanitary equipment can be limited to a toilet outside the room.

- To offer a housing in good shape and fully repaired

- To offer all equipment mentioned in the lease in good shape
- To ensure a respectful use of the housing
- To maintain the building in good shape (significant works)

- To send receipts of rent payments réparations)

This receipt document is the proof certifying the regular settlement of the rent. It can be necessary for an assistance registration.

- To give the lessee a brochure on a technical evaluation (a formal notice on conditions of reception of signal for TV, Internet and telephone)

A few obligations for the tenant:

- To pay the rent and charges on time
- To respectfully use the housing and have a decent level of behaviour towards neighbours (e.g. not making noise)
- To be responsible for any damage not caused by an act of God or the owner
- To subscribe to an insurance contract for fire and water damage

Home protection insurance (30-60€ depending on the size of the housing) covers “rent risks”, i.e. damages caused by fire, explosion, water etc. The tenant must provide the owner with an insurance receipt. Not doing so can be cause for lease termination.





Rents rose more

slowly in 2011:

it shouldn't go over 2%

by the end of the year



Studio - T1

2 rooms

Ville	2010	2011	2010 / 2011	2010	2011	2010 / 2011
Aix - en - Provence	484 €	306 €	+ 4,55 %	725 €	719 €	- 0,83 %
Bordeaux	437 €	443 €	+ 1,37 %	525 €	544 €	+ 3,62 %
Ile - de - france (excl. Paris)	524 €	566 €	+ 8,02 %	748 €	886 €	+ 18,45 %
Lille	438 €	454 €	+ 3,65 %	601 €	719 €	+ 19,63 %
Lyon	492 €	502 €	+ 2,03 %	646 €	677 €	+ 4,80 %
Marseille	476 €	447 €	- 6,09 %	603 €	613 €	+ 1,66 %
Montpellier	433 €	450 €	+ 3,93 %	607 €	693 €	+ 14,17 %
Nantes	401 €	391 €	- 2,49 %	527 €	526 €	- 0,19 %
Nice	510 €	535 €	+ 4,90 %	690 €	721 €	+ 4,49 %
Paris	811 €	848 €	+ 6,06 %	961 €	998 €	+ 3,85 %
Poitiers	302 €	323 €	+ 6,95 %	431 €	439 €	+ 1,86 %
Rouen	394 €	384 €	- 2,54 %	552 €	528 €	- 4,35 %
Strasbourg	421 €	416 €	- 1,19 %	579 €	586 €	+ 1,21 %
Toulouse	421 €	437 €	+ 3,80 %	546 €	532 €	- 2,56 %

Source : Location-etudiant.fr

Rent price average in August 2011 compared to August 2010

EASYDROIT

Information website of French regulations. Many articles present the rights and duties of tenants, subtenants and flatmates.

www.easydroit.fr

DROIT EN LIGNE

Information website of French regulations. A full section is dedicated to housing regulations and right on lease.

<http://www.droitonline.com/matieres/logement.html>

An inventory must be done when moving in. It states the condition of the housing in detail. A second inventory is done when moving out.

Both have to be very detailed in order to avoid any conflict when moving out. Any damage must be recorded, however insignificant it might seem. A single stain on the fitted carpet can push a dishonest owner to charge the carpet replacement to the student when moving out.

Rent rise

Depending on the lessor, a lease can last from 3 to 6 years. At each lease termination (and renewal) the lessor can raise the rent if the housing is clearly under-valued compared to rents of the neighbouring housings. In order to do so, the lease must mention this possibility as well as the date, when possible. Any rise must comply with the benchmark indexes published by the public authority INSEE. If the lessor wants to undergo upgrading works, he can add a clause to the lease mentioning the rent rise taking place after the works are complete.

Moving out

Unless otherwise decided by one of the parties, a lease is automatically renewed on its anniversary date. This is a "tacit renewal". The lessor can only refuse a lease renewal for specific reasons:

- He wants to take the housing as his main residence
- He wants to sell the housing
- He claims a "legitimate cause" (e.g. significant works during which the housing becomes improper for living)

In such a case, he must inform the tenant by written notice six months prior to the anniversary date of the lease. However, the tenant doesn't have to wait for a lease to terminate to move out. He can inform the lessor any time, whatever the duration of the lease. However, he must respect a notice period of usually three months and inform the lessor through written notice with acknowledgement of receipt.