



HOUSING GUIDE FOR VISITING RESEARCHERS
Keys to better understanding French rental rules

*Document written by the Housing Working Group
of the association EURAXESS FRANCE*

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WARNING : The information contained in this housing guide is not meant to be considered as or replacement for advice provided by legal counsel. Each case or situation is particular and is governed by specific sets of legal and regulatory provisions, contractual clauses and agreements.

The information on this website does not and is not intended to constitute legal advice. Only personalised legal counsel based on the information communicated by the person seeking advice, engages the responsibility of its author.

The Housing Work Group warns visitors to this site of the serious consequences that might result from erroneously interpreting the information published in this guide.

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FORWARD

Looking for accommodation in France can prove to be an obstacle course to foreign researchers not only because of the administrative and practical difficulties in finding decent housing but also because cultural barriers make it difficult to understand how the French system works. What forms need to be signed? Why is advance payment necessary once suitable accommodation is found? What criteria should be used when choosing housing? are some of the many questions.

As part of its mission to help and advise foreign researchers, the French network of EURAXESS Services Centres, created by the European Commission in 2004, set up a specific work group to write this **Housing Guide**. The goal of this guide is to provide researchers with all the tools necessary to understand the French rental system, before coming to France.

Different guides already exist, written with foreign students in mind. This guide is unique in France in that it is specifically aimed at foreign researchers to be a reference tool that they can turn to for legal and practical tips in order to make their stay in France easier.

After reviewing the general principles governing rentals in France, the various categories of rental housing available to foreign researchers are covered:

- Private rentals (unfurnished and furnished)
- Residences for students and researchers
- Short-term rentals

For each category, the following points will be addressed for a complete overview:

Brief description

Definitions and characteristics

What are the governing laws?

In practical terms what do these laws mean?

Pitfalls to avoid.

At the end of this guide, you will find a [toolkit](#) and a copy of the [Tenant Charter](#).

Your EURAXESS Services Centre ([Centre de Services Euraxess](#)¹) is at your disposal should you require further information.

EURAXESS Services² is a network of more than 200 centers located in 37 European countries.

If you are a foreign researcher moving to Europe, **EURAXESS Services** can provide step-by-step assistance to you and your family, to help prepare your move in your home country and settle in your new one.

This free personalised service is here to remove red tape and make your life easier. You will receive comprehensive, up-to-date information, as well as customised assistance on all matters relating to your professional and daily life.

EURAXESS France³ is an association gathering more than 20 centres distributed all over the French territory, and chaired by the [French Rectors' Conference](#)⁴. EURAXESS France is the reference regarding the support of researchers and doctoral students in their efforts to settle and integrate in France. This is the only national structure acknowledged by the French ministries and the European Commission.

¹ http://www.fnak.fr/dn_Euraxess/

² <http://ec.europa.eu/euraxess/index.cfm/services/index>

³ http://ec.europa.eu/euraxess/np/france/index_en.html

⁴ <http://www.cpu.fr/>

KEY PRINCIPLES OF HOUSE RENTING IN FRANCE

There are a number of laws that govern the relationship between tenants and landlords. For many years, legislators have tried to provide texts to ensure good relationships between the various parties involved and who, once the lease has been signed, are bound to each other by a certain number of rights and obligations that both must respect. Indeed, a “lease” is a true “contract” that binds all parties concerned. The tenant must take reasonably good care of the rented property, but not to an excessive degree, in particular, the tenant must clean the premises regularly and make the necessary small repairs. You will find at the end of this guide a Charter indicating the rights and responsibilities of tenants.

Article 1 of the law of 17 January 2002 is important as it clearly states a **principle of non-discrimination**. The leasing of a property cannot be refused on the basis of nationality, ethnic, religious, cultural or sexual orientation of the applicant. This principle is fundamental and violations are punishable by law.

The premises must have a useful floor area of at least 9 m² and a ceiling height of at least 2.20 meters.

When renting in France, it is not possible to avoid a certain number of required formalities. Usually, you are required to sign a *bail* (a lease). You may be asked to present a certain number of documents (for instance, a statement from your employer detailing your work contract, a fellowship certificate or an identity document).

Rent is normally paid at the beginning of the month. You may ask your landlord for a *quittance de loyer* (monthly receipt to acknowledge payment of the rent). The *quittance* specifies the amount of the *loyer* (rent) and that of the *charges locatives mensuelles* (utility expenses and community fees). It is issued free of charge.

Check what is included in the *charges locatives mensuelles*. Depending on the rental contract, utility charges may have to be paid separately.

The *dépôt de garantie* (security deposit) amounts to one or two months rent depending on the type of accommodation. This deposit will be refunded when you leave, within 2 months after final inspection of the premises for damage. The landlord is authorized to deduct sums corresponding to repairs done in order to return the property to good condition. Any amount deducted from the deposit must be justified with invoices or a flat amount must be agreed upon between the landlord and the tenant during final departing inspection of the property.

In addition to the security deposit, the future tenant will be asked to pay the rent of the current month (*loyer du mois en cours*).

If you go through a rental agency, you are also required to pay *frais d'agence* or *honoraires* (agency fee). This fee generally amounts to one month's rent (excluding utility and community expenses) and is paid only if you decide to rent the apartment (visits are free).

Rents are unregulated in France. In general they follow the local market: rent in a fashionable area in the capital will be considerably higher than in a provincial village. The same is true if the property is located near shops, public transport, schools and parks, etc. We strongly advise you to check with your EURAXESS Services Centre for rents charged in your town.

To ensure that the rent will be paid without the possibility of default, agencies and landlords often ask for the name of a *garant* (guarantor) also called *caution d'un tiers*. The guarantor is a person or an organization who guarantees the rent will be paid in case of tenant's default. This commitment is made when signing the lease. Traditionally, the *caution* is asked when the tenant's income is less than 3 times the rent (excluding utility and community expenses).

Once the lease has been signed (2 original copies), an initial inventory is made (*état des lieux*). It will serve as a basis for identifying any damages and determining who is responsible. Forms for *état des lieux* can be bought in a stationary store. The initial inventory should be established together with the landlord when you move in. It details the overall condition of the apartment (cleanliness, state of the walls, floors, bathrooms, toilets, etc.). This document must be drawn up carefully as it will be compared to the exit inventory (drawn up when you leave the premises) and will serve as the basis on which the landlord may decide to keep part or all of your security deposit when you move out. Do not hesitate to check everything in the greatest detail and report any problem within 48 hours of moving in.

You should ask whether you need to pay local taxes (*taxe d'habitation*) for your housing and what the approximate amount is.

Finally, you must insure your lodging.

You will need to put aside a fair amount of money to cover all these expenses on your arrival in France. Such deposits and fees can be quite high, especially in the Paris area, since they depend on the rent (higher in the Ile-de-France region compared to the rest of the country).

Finally, anyone, independent of nationality, is eligible for an *allocation de logement* (subsidy to help pay the rent) depending on income. Foreigners must present documents to justify their lawful residence in France. Subsidies are available through the French state assistance fund for families (*CAF, Caisse d'Allocations Familiales*). To receive a subsidy, you must file a request at your local CAF office. If the housing is under agreement with the French state (agreement between the landlord and the state), then the subsidy you will receive is called APL (*Aide Personnalisée au Logement*).

The housing must be your main residence. The level of financial aid depends on income, family circumstances, type of housing and rent paid. CAF payments will start after 2 months of residence (if the request was made by the 5th day of the first month). You must quickly send a copy of your visa, residency permit or a receipt for request for residency permit to avoid any discontinuation in the payment. Depending on the type of housing, the subsidy will be paid to the tenant or directly to the landlord. You can get an online estimate of the subsidy on the [CAF website](http://www.caf.fr)⁵ and download the application form. Your local EURAXESS Services Centre is at your disposal should you require any assistance.

⁵ www.caf.fr

PRIVATE RENTALS

What is it?

Private rentals are property put on the rental market directly by landlords. To find such rental accommodations you can search the classified ads in newspapers or consult real estate agencies.

Traditionally, there are two different types of private rentals: *meublés* (furnished premises) that have basic appliances and furniture (such as tables, chairs, bed,...) and *non meublés* (unfurnished premises). The former avoids the necessity of buying or moving your own furnishings to France.

⇒ Note:

There is no legal framework for *colocation* (shared rental). The accommodation is considered rented to several tenants, all of which must be specifically named on the same rental contract. The premises can be furnished or unfurnished. The landlord can add a solidarity clause: in this case, if one of the co-tenants defaults on payment, the others must pay the full rent.

If each tenant has his/her own rental contract for a room in an apartment, legally this is not considered a co-rental. In this case, there is no solidarity clause.

It is perfectly legal for you to be put up permanently or for a short period free of charge in someone else's rental. Nonetheless, we do advise that you let yourself be known to the landlord or his/her representative so that the maintenance charges for the building may be divided up fairly.

Certain private furnished and non-furnished rentals have been specifically earmarked for foreign researchers in an effort to increase France's academic appeal by the government. These dedicated rentals are traditional rental units that are reserved for foreign scientists who come to work in France. They are listed by several organizations that assist foreign researchers in France, in particular the EURAXESS Services Centres. Nonetheless, these units fall under the same French rental regulations as normal rentals.

UNFURNISHED RENTALS

Definition and characteristics

This is the most frequent rental option on the French real estate market. Apartments and houses are rented totally empty and contain no furniture. Some come with an equipped kitchen. You must read the ad carefully to decipher what is actually being offered.

What is the governing law?

Since this is the most frequent type of rental in France, there is a law that governs the compulsory points the rental contract, called *bail* (lease), must contain. This law of 6 July 1989 specifies the responsibilities of the tenant and the rights and obligations of the landlord.

Practically what does it mean?

Practically, a lease is a contract signed between a tenant and landlord or representative of the landlord. The lease is drawn up in duplicate, one for each of the signatories. The *bail* is a CERFA form that can be bought from a stationary shop.

The lease is signed for 3 years and is automatically renewed unless specifically otherwise mentioned in the lease (such cases are designated *bail précaire* - temporary lease). The tenant may leave the

property at any time during the lease, after having notified the landlord (by registered letter with acknowledgment of receipt - *lettre recommandée avec accusé de réception*) at least 3 months in advance of the tenant's intended departure date. In certain situations, the 3-month notification period can be shortened to 1 month.

A lease of an unfurnished rental **must contain**: the name of the signatories, the rent, the description of the rented premises, the security deposit, the duration of the lease.

Article 11 of the law of 6 July 1989 provides the possibility of renting an unfurnished unit for a shorter duration of time under certain conditions. In this case, the lease cannot be for less than one year.



Pitfalls to avoid!

- Do not agree to pay for anything except the real estate agency fee, the security deposit and the rent. Landlords do not have the legal right to ask you to pay additional sums.
- Some companies offer only listings of available rentals for a fee. You pay for only consulting the list without any guarantee of finding an accommodation. You are only buying a list of accommodations presumed to be unoccupied. You will have to contact and sign the lease directly with the landlord yourself.
- Some clauses are deemed abusive and are forbidden in a lease (see [clauses « abusives »](#)⁶, this site is only in French). For example, the landlord cannot require you to pay the rent by *prélèvement automatique* (automatic bank debit) or that you use a particular insurance company to insure a rental property. The landlord cannot automatically consider the tenant responsible for all eventual damages to the property, etc.
- Rent can be increased only once a year and only if a revision clause is included in the contract. Increases are calculated on the base of a rent reference index published annually by the government.
- Sub-renting is forbidden unless you have a specific written agreement from the landlord allowing you to do so. The rent of a sublet cannot be higher than the rent paid by the tenant.

FURNISHED RENTALS

Definition and characteristics:

Researchers who come to France often appreciate the ease of furnished rentals. They do not need to pay a moving company or buy furniture. These types of premises typically contain furniture needed for daily life: tables and chairs, sofas, beds, fully or partially equipped kitchen (stove top, refrigerator, etc.) and depending on the amount of the rent, additional items such as a television and Internet access. The researcher will only need to bring personal items (such as suitcase, computer, sheets, towels).

What is the governing law?

Unlike the leases for unfurnished premises, leasing of furnished premises is less legally controlled. The signing of a lease and inventories are not compulsory but are strongly recommended. The rental period is often set for 12 months. The lease is renewable upon agreement with the landlord.

If the accommodation is the tenant's main residence, a written lease is required by law and **the law of 18 January 2005 controls some of the terms of the lease of furnished premises**.

If the furnished rental is not the tenant's main residence, the 2005 law does not apply. In this case, the lease is freely agreed to by both parties or, as a default, comes under the provisions of the French

⁶ <http://www.anil.org/fr/profil/vous-etes-locataire/location-vide/bail/contenu-du-bail/index.html>

common law in matters of leasing, that is to say both parties must agree on the duration of the contract, the rent, the length of the notice period, the responsibilities of the tenant and landlord, etc.

Practically what does it mean?

If there is a written lease, there must be **two copies** signed both by the landlord or his representative and the tenant. French law requires that a number of terms be specified in the lease: the surname and first name of the signatories, the lease duration (1 year), the terms for renewal (automatic renewal for 1 year), the terms for terminating the lease (1-month notice period).

If the tenant is considered to be a student in France, the lease may be shortened to 9 months without automatic renewal.

The rest of the contract can be set freely as long as no abusive clauses are introduced as these are not legal in France. Typically, clauses concern charges, security deposit, tenant and landlord responsibilities, and the amount and the terms of payment for the rent. All of these must be read carefully.

When moving in, an *état des lieux d'entrée* (**initial inventory**) will be carried out. A **list of all the furniture** (called *inventaire*) and their state should be attached to the initial inventory: chairs, tables, bed, refrigerator, etc. The inventory and list must be drawn up in duplicate and both signed by the landlord and the tenant to have any legal value.



Pitfalls to avoid!

- Do not accept premises that do not respect the minimum compulsory clauses.
- Do not forget to take an *assurance multirisque habitation* (comprehensive house insurance). Although it is not compulsory, an insurance policy is strongly recommended. In case of furnished rentals, a *responsabilité civile* (personal liability) insurance may be enough if the entire premises is insured by the landlord. Check this point when signing the contract.
- Check carefully whether the lease includes a cancellation provision. Many abuses have been reported and few researchers were aware of the specifics of the law concerning furnished rentals.
- Rent can be increased only once a year and only if a revision clause is included in the contract. The increase cannot be higher than the rent reference index.

RESIDENCES FOR STUDENTS AND RESEARCHERS

RESIDENCES DEDICATED TO FOREIGN RESEARCHERS

There are many residences offering accommodations specifically dedicated to foreign researchers in the Ile-de-France region (CiuP, les Récollets, Maison Suger, etc.), as well as in other major university towns (such as Grenoble, Nantes, Bordeaux, Montpellier, Clermont-Ferrand).

Although they are managed by different organizations (associations, companies, CROUS, etc.), they all take into account the particular needs of a mobile scientist, for instance short-duration rentals, year-round arrivals, no guarantor requirement.

Each residence has its own rules for assigning and operating housing units.

EURAXESS Services Centres work in close partnership with these dedicated residences. For more information, contact your local centre.

STUDENT RESIDENCES MANAGED BY THE CROUS

What is it?

University residences are specifically reserved for students. These dormitories are subsidized and priority is given to students who have limited financial resources. Requests for a room in a university residence are made by filing a DSE form (*Dossier Social Etudiant*).

University residences are managed by the CROUS (*Centre régional des œuvres universitaires*, regional offices of the French national student service agency). The rent is low, ranging from 200 to 400 euros per month.

At certain periods of the year, especially in the summer, some residences run by the CROUS offer short-term rentals to postdocs and visiting researchers. Contact your EURAXESS Services Centre for further information.

Definition and characteristics

University residences offer two types of accommodation:

- **Furnished rooms:** the surface area is 9 m².
The bathroom is shared. A common kitchen is available on each floor as well as a study area. The rental contract is for 10 months, from September 1st to June 30th.
- **Furnished apartments:** the most recent university residences offer self-contained furnished studios that include a kitchen and bathroom (the average surface area is 16 m²). Some of them offer larger apartments. In this type of residence, the rent is higher and the rental contract is for 12 months.

What is the governing law?

The national network of student service agencies (CNOUS and 28 CROUS agencies) is the public operator for the French Ministry of Higher Education and Research. It manages the biggest stock of low-income housing for students (155 000 units distributed over 600 university residences).

Article L632-3 of the Construction and Housing Code, boarding homes and accommodation under agreement with the State are excluded from the protective provisions controlling furnished rentals in general. **Therefore, all the provisions detailed in these contracts are legally binding.**

Practically what does it mean?

You must file a DSE form (*Dossier Social Etudiant*) between January 15 and April 30th for the academic year starting in September via the Internet site of the local CROUS agency of the town where your university is located.

Dormitories managed by CROUS are allocated as a priority to students from families with limited financial resources. Students are notified of the decision before June. However, rooms may be awarded any time in the year subject to availability.

The offer becomes definitive once the researcher has paid the *provision* of an amount equal to one month rent as a reservation fee and security deposit. The researcher must also sign a copy of the *règlement intérieur* (rules and regulations) and send it back to the residence manager along with a guarantor's agreement form, completed and signed by the person designated as the guarantor.

When moving into the premises, the researcher is required to:

- pay the *première redevance* (first monthly rent) in full on arrival no matter the date
- present an *attestation d'assurance* (housing insurance certificate) covering fire and water damage as well as personal liability.
- present a Student ID card or a certificate of enrolment

The request for a dormitory room must be renewed each year. The *taxe d'habitation* (local tax) is included in the monthly fees.

Student dormitories are eligible for CAF housing subsidies.

Foreign students:

Holders of grants from the French government or countries that signed a bilateral agreement with France can apply for a university residence, within the framework of a CROUS-managed grant. In this case, the CROUS does not require a guarantor. For information, contact the CROUS directly or the *Service de Coopération et d'Actions culturelles* (cooperation and cultural services) of your French embassy.

Foreign students can apply for accommodation via the DSE (*Dossier Social Etudiant*) form of the CROUS (check eligibility conditions with the CROUS).

Housing will be allocated to non-student applicants, including researchers, subject to availability mainly in the summer.



Pitfalls to avoid!

- You must provide the name of a guarantor to rent rooms in a dormitory managed by the CROUS.
- Keep in mind that there is a difference between a *résidence universitaire* (dormitory) and a *résidence étudiante* (private student residence). Private student residences are governed by different rules and regulations than are dormitories. Private student residences are earmarked for students but are not allocated based on economic need, any student can rent such an accommodation. The rent for these residences is more expensive and the legal statute is that of a *location meublée* (furnished rental). Managing companies systematically require a guarantor for the payment of the rent.
- Do not confuse a *résidence universitaire* run by the CROUS and the *Cité internationale universitaire de Paris* (CiuP). The CiuP is a non-profit private foundation owned by the Paris universities. The foundation is 75% self-financed. It manages on-site services for foreign students and researchers, manages 5700 accommodations in Paris, mainly in the 14th *arrondissement*, and hosts more than 10,000 international students and scientists each year.

SHORT-TERM RENTALS

What is it?

Short-term rentals, called *location saisonnière*, are furnished premises that are rented for vacation or short stays and, as such, they do not come under the provisions of the law of 6 July 1989 regarding unfurnished properties nor the 2005 legislation regarding furnished rentals. Many professionals working in France for short periods of time rent this type of accommodation.

Definition and characteristics

Location saisonnière is defined as rental of a property usually for a maximum period of 90 consecutive days that is non-renewable. Legislation has extended this duration to account for local custom, since many such properties end up being rented for longer periods beyond the initial 90 days. A *location saisonnière* is a property rented out on a short-term basis for vacationing, independent of the duration of the rental period or arrangements made. It is fully furnished and is rented out to vacationers and tourists for their own exclusive use (houses, apartments and studio apartments). It may be rented on a nightly, weekly or monthly basis. The client is not allowed to designate this property as his/her domicile (this is true both for dedicated vacation residences and rentals by private owners).

France has many apartment hotels that comply with the rules mentioned above. In addition, contracts signed with apartment hotels must comply with the regulation governing the “Hôtel de tourisme” and “Résidence de Tourisme” statutes. When renting a vacation property, researchers cannot take advantage of the legal provisions that apply to normal leases, especially regarding the maintenance of the premises. Important: apartment hotels apply their own general terms of services.

Some landlords use this type of contract for short duration leases.

What is the governing law?

Such rental comes under the provisions of the tourism law (*Code du tourisme*, Article L. 324-2), the common law (*Code civil*, Article 1708 and following) as well as contract clauses agreed between the two parties and the law of 2 January 1970.

Practically what does it mean?

Renting a vacation property is a two-step process that includes reservation and signing of a contract.

Reservation is the first part of the contract and entails rights and obligations for both parties even before moving in. To reserve an accommodation, the client is usually required to pay a deposit that will be credited to the bill. This non-refundable deposit is, depending on the case, an *acompte* (down-payment) or an *arrhes* (deposit).

Signing of a rental contract is the second step to the process: the law of 14 April 2006 requires vacation rental offers or contracts to be made in writing and to contain the price and an inventory of the premises. It must follow a predetermined format specifying in particular:

- the amount of the rent and charges
- the duration of the rental period
- the arrival and departure dates of the renting party
- the exact address of the rental property.

The contract must be drawn and signed in duplicates at the time of payment of the deposit, whether *arrhes* or *acompte*.

The owner is entitled to ask for a security deposit. In this case, the contract must mention the amount and when and how it is to be refunded. The amount of the security deposit is usually 20% of the rental price and is paid when entering the premises. The owner or representative signs a receipt

acknowledging the payment of the security deposit. The security deposit will be refunded at the end of the stay if there are no damages.

The *charges locatives* (utilities and community expenses) may or may not be charged as a flat fee or be included in the rent. Their payment, and the payment of the rent, is done according to the terms and conditions mentioned in the contract.

The *taxe de séjour* (local tax): many localities require that vacationers pay a *taxe de séjour* calculated on a per person per day basis. Children less than four years old are exempted and those under ten are half price.



Pitfalls to avoid!

- Some vacation rentals are officially classified according to the level of comfort they offer. Once premises have officially been “classified”, they must comply with a certain quality standard and are subject to inspection by Ministry of Tourism officials. Non-classified rentals are not inspected and do not have to comply with rental standards.
- It is wise, when moving in, to check the state of the premises and make an inventory of its contents signed by both parties. In case of a dispute and in the absence of such an initial inventory, the tenant is assumed to have accepted a property in good condition and is held responsible for any damage that might occur.
- Check whether the rent includes an insurance coverage for the premises and against any property damage. If it is not included, it is highly recommended to subscribe one.
- A clause that requires the perspective tenant to pay compensation for cancelling a reservation without a reciprocal clause binding the owner is considered an unfair provision.

TOOLKIT

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[THE TENANT CHARTER](#)

1. ESTIMATE OF HOUSING EXPENSES TO ANTICIPATE

Before you set foot in a rental accommodation, you should budget your expenses as follows:

- Moving expenses (if any)
- Rental agency fees: approximately one month's rent
- *Dépôt de garantie* (security deposit): one month's rent not including *charges* (communal and utility expenses). The amount can be higher for furnished rentals.
- Rent for the first month
- Fees for activation of a telephone line
- Fees for connecting water, gas and electricity.
- Housing insurance

If you are moving from within France, do not forget to budget fees for transferring your telephone line and other subscriptions.

CHARGES LOCATIVES (COMMUNITY AND UTILITY CHARGES)

There are 3 types of charges:

1. General charges for the apartment and use of the building. These can include water, power, maintenance and repair of equipment such a lift or a central heating system;
2. Costs associated with maintenance and repair of common areas;
3. Local taxes for services the tenant benefits from, such as garbage collection and sanitation.

Charges can include water and heating if provided by a central system. For simplicity, some landlords include all of the *charges* (water, electricity, heating, internet) in the rent, even if the rental premises have individual meters for the utilities.

For further information, visit the [website of the ANIL](http://www.anil.org/fr/profil/vous-etes-locataire/location-vide/decence-entretien-et-charges/entretien-du-logement/index.html)⁷ (in French only).

⁷ <http://www.anil.org/fr/profil/vous-etes-locataire/location-vide/decence-entretien-et-charges/entretien-du-logement/index.html>

2. UNDERSTANDING AND DECODING A CLASSIFIED AD

WHAT YOU SHOULD KNOW:

The rent (*loyer*) can include all charges (*loyer CC, Charges Comprises*), all taxes (*loyer TTC, Toutes Taxes Comprises*) or none of the taxes (*loyer HT, Hors Taxe*).

A studio is a one-bedroom flat with a kitchen area, a bathroom and WC.
A T1 or F1 apartment has a closed kitchen instead of a kitchenette.

The letter T or F followed by a number indicates the number of rooms. A F2 apartment for example includes a living room, a bedroom, a bathroom and a WC. The bathroom, kitchen, hall and corridors are not counted as rooms.

KITCH = kitchenette (sink, stove and refrigerator in the main room). It is not a true kitchen.

m²: in France, the surface area of a house is expressed in meter squares. Often nowadays, the number is followed by the term "loi Carrez", which is the name of the law that specifies the areas that can be taken into account when determining the surface area of a property. Surfaces mentioned in ads correspond to effective usable areas (all parts more than 1.80 meters in height). If the surface area mentioned is erroneous, the owner is not liable.

An "*immeuble ancien*" (old building) is a building that was built before 1948. Any construction later than that is considered "*récent*" (recent). The term "*immeuble neuf*" means that the construction was never inhabited whereas the term "*état neuf*" means that it has not been occupied since it was last renovated.

A "*cabinet de toilette*" has at least a sink, a "*chambre de service*" is a room outside the apartment and a "*chambre indépendante*" is an independent room inside the apartment that has access to water and a WC.

"*Tout confort*" means there is at least a WC, bathroom, central heating and kitchenette.

⇒ **CAREFUL: some terms can be confusing! Do not hesitate to ask questions to be sure of their meaning.**

HERE IS AN EXAMPLE OF CLASSIFIED ADD (PETITE ANNONCE):

67 Strasbourg
510 euros CC. Beau 2P, 1^{er} ét., sdb, cui.éq., terr., ch. ind. gaz, cave, Libre. FA 510 E.

Abbreviations used in classified ads:

| ABBREVIATIONS | FRENCH | = IN ENGLISH |
|---------------|---------------------------------|--|
| abs. | absolu(ment) | absolutely |
| AL | A Louer | For Rent/ to let |
| anc. | ancien | old (style) |
| a.p.d. | à partir de | from |
| appt | appartement | apartment |
| arr. | arrondissement | area |
| asc. | ascenseur | lift / elevator |
| AV | A Vendre | For Sale |
| bcp | beaucoup | much, many |
| b. ét. gén. | bon état général | in good condition |
| bur. | bureau(x) | Study(ies), office(s) |
| c.c. | Charges comprises | charges included |
| ch. | chambre | bedroom |
| chaud. | chaudière | boiler/heater |
| ch.c.g. | chauffage central au gaz | gas central heating |
| ch.c.maz. | chauffage central mazout (fuel) | oil-burning central heating |
| ch. coll. | Chauffage collectif | collective heating |
| ch. ind. el. | chauffage individuel électrique | individual electricity heating |
| ch. ind. gaz | chauffage individuel au gaz | individual gas-heating |
| ch.p.sol | chauffage par le sol | underfloor heating |
| cft | confort | comfort |
| Coloc. | Colocation/colocataire | shared rental / roommate / flatmate |
| cont. | contemporain | contemporary, modern |
| cuis.éq. | cuisine équipée | fitted kitchen |
| dch. | douche | shower |
| dép. | dépendances | outbuildings |
| dig. | digicode | digital keypad door entry system |
| disp. | disponible | available |
| ds | dans | in |
| dup. | duplex | 2 floor apartment split - level |
| € | euros | euros |
| ent. | entièrement | entirely, completely |
| entr. | entresol | mezzanine (between ground floor and first floor) |
| es | escalier | stairs |
| ét. | étage | floor |
| exc. | excellent | excellent |
| extr. | extraordinaire | extraordinary, exceptional |
| ferm. | fermette | cottage, small farmhouse |
| FA | frais d'agence | estate agent's fees |
| gar. 2 v. | garage 2 voitures | 2-car garage |

| | | |
|----------------|---------------------------------|---------------------------------|
| Gar velo | Garage vélo | Bicycle parking |
| gd | grand | large, big |
| gren. | grenier | attic |
| gren.amen. | grenier aménageable | attic suitable for conversion |
| id. pr pr.lib. | idéale pour profession libérale | ideal for self-employed |
| H / hono. | Honoraires d'agence | Estate agent's fees |
| impec. | impeccable | impeccable |
| int. | interphone | Interphone / entry phone |
| jard. | jardin | garden |
| lav. | lavabo | sink |
| liv. | living, salon | living room |
| loyer CC | loyer charges comprises | rent, all taxes included |
| meub | meublé | furnished |
| mezz. | mezzanine | mezzanine |
| moq. | moquette | fitted carpet |
| nég. | négociable | negotiable |
| pft ét. | en parfait état | in perfect condition |
| pk 1 v. | parking 1 voiture | 1-car parking |
| plac. | placard(s) | cupboard(s) |
| prox. | à proximité de | near, close |
| parq./ pqt | parquet | wooden floor |
| rad. | radiateur | radiator |
| rdc | rez-de-chaussée | ground floor |
| ren. | renové | renovated |
| sam | salle à manger | dining room |
| sdb | salle de bains | bathroom |
| sdd | salle de douche/ salle d'eau | shower room |
| ss-s. | sous-sols, caves | basement |
| st. | style | style |
| terr. | terrasse | terrace |
| TTC | Toutes Taxes Comprises | All Taxes Included |
| vis. | visite | visit |
| vis.s/rdz-vs | visite sur rendez-vous | visit by appointment |
| vue impr. | vue imprenable | Unrestricted or unhindered view |

3. FORM TO NOTE DOWN DETAILS WHEN VISITING

When you visit a property, the following form can be useful to note down the details.

Owner (or real estate agency):
Address:

Telephone:
Type of housing:
Rent:
Charges:
Security deposit:
Agency fees:
Total:

✧ **LOCATION**

Address (street, building #, floor, apartment #):

 Furnished / Not furnished
 Surface area (in meter squares), orientation:
 Available from:
 Apartment listed as *conventionné APL*? Yes / No

✧ **APPLIANCES**

Heating: communal / individual ; electric / gas
 Fitted kitchen: Yes / No
 Bath / Shower – Separate WC: Yes / No
 Other details:

✧ **NEIGHBOURHOOD (public transport, shops...)**

.....

✧ **GENERAL COMMENT (advantages and disadvantages)**

.....

✧ **APPOINTMENT**

Contact:

 Date:
 Hour:
 Meeting place for appointment:

4. GUARANTEE

The landlord can ask you to present a proof of income (pay slips, income tax return, rent receipts if you are already renting a property). The landlord can also ask you to designate a relative or a friend as a *garant* (guarantor) to ensure payment in the event you default on the rent.

There are two types of guarantee:

- A *caution simple* (simple guarantee): the owner will ask the tenant for rent payment before asking the person designated as a guarantor. The latter will only be approached in the case the tenant becomes insolvent
- A *caution solidaire* (joint guarantee): this *caution* is the one most frequently used and entails greater responsibility on the part of the guarantor since he is liable for payments in the same capacity as the tenant. The owner can claim the rent from either the tenant or the guarantor.

The *caution* must specify in handwriting:

- the amount of the rent and its conditions for renewal as specified in the contract;
- an explicit and unambiguous statement of the nature and extent of the guarantor's payment obligations;
- a copy of Article 22-1 al. 2 (see below);
- the guarantor's signature.

The landlord must give the guarantor a copy of the rental contract.

⇒ **A breach of these requirements invalidates the commitment to rent.**

In general, foreign researchers have sufficient financial resources to pay the rent. However, their access to rental property is difficult because owners require that the guarantor be French or taxable in France. The law of 2 January 2002, known as the "social modernization law", has made it illegal for owners to refuse a guarantee on the ground that the guarantor is not a French national. The law of 13 July 2006 complements a provision in Article 22-1 of the law of 6 July 1989 and states that the guarantee cannot be refused on the ground that the guarantor does not reside in France. **Owners can no longer refuse a guarantee on the ground that the guarantor is not French or does not reside in France.**

TENANT DEFAULT INSURANCE:

The *garantie des risques locatifs* (GRL - rental risks insurance) is an insurance policy scheme designed to cover the landlord against the specific risks associated to leasing unfurnished and furnished rentals. It fully covers:

- unpaid rent including the charges,
- any damage that occurred during the full duration of the lease,
- legal expenses in case of tenant default.

The insurance covers all tenants, whether they are salaried on short-term or long-term contracts, students, etc. The rent must be less than 2000 euros and not higher than 50% of the tenant's income.

To benefit from this coverage, the landlord must subscribe to a GRL insurance. It is available only from insurers that have signed a specific agreement with the state (www.grl.fr).

Starting 28 March 2009, a landlord who buys insurance covering tenant's risks (private insurance or GRL) can no longer request a *caution* (guarantee) from the tenant unless the tenant is a student or apprentice (law of 24 November 2009).

WARNING: Keep in mind that *caution/garant* (guarantee/guarantor) and *dépôt de garantie* (security deposit) do not mean the same thing. The security deposit amounts to one month's rent without charges and you are asked to pay it before you enter the rented premises. It covers your rental obligations.

5. OPENING AN ELECTRICITY, GAS, TELEPHONE OR INTERNET ACCOUNT AND DECIPHERING UTILITY BILLS

You will need the following documents:

- The rental agreement,
- A form of identification,
- The name of the previous account owner (previous tenant).

* GAS AND ELECTRICITY

There are often two energy sources in an apartment: electricity, which is available in all housing and gas, available mainly in cities and middle-size towns. In most towns, the gas and electric networks are supplied and managed by Gaz de France (GDF) and Electricité de France (EDF). The monopolistic position of these companies is now changing with the opening of the market promoted by a European directive. We have nonetheless chosen to present in-depth GDF and EDF services because at the time of writing this guide, we do not have enough insights into the operation and services proposed by other energy providers (see [the list of the new energy providers](#)⁸).

Moreover, for practical reasons, we advise you to keep the same suppliers as the former tenant.

Energie Immédiate is a service that ensures the continuation of electricity in a premise between two successive tenants. The supplier will not cut off the power and you will have immediate use when you enter your new home.

The French electrical system. The voltage in France is the same as in Europe. It is 220 V and the frequency is 50 Hz.

Use transformers cautiously because they convert voltage but not frequency. This can lead to device malfunction. To overcome this, you should get hold of a converter that delivers a 50 Hz frequency. The shape of plug outlets varies significantly even among European countries, but you can buy plug adaptors.

There are two different types of light bulbs: screw base bulbs and double-contact bayonet base bulbs.

✧ OPENING AN ACCOUNT :

When you move in, the electrical and gas connections are already present (this is the most frequent case). When you move into the property, call [EDF](#)⁹ or [GDF](#)¹⁰ and ask them to set up an account for you, or return the subscription request form left in the premises by their agents. Service will start within 48 hours.

✧ COSTS :

You will have to pay a one-time activation fee (*mise en service*), a monthly fee (*abonnement*) and a charge for our consumption.

For additional information, contact EDF or GDF:

- **To contact EDF:** call a representative at +33(0)810 040 333* or the voice server* at +33(0)800 123 333 (*price of a local call from a fixed line)
- **To contact GDF:** call a representative at +33(0)810 800 801 (price of a local call from a fixed line).

⁸ <http://www.energie-info.fr/pratique/liste-des-fournisseurs>

⁹ <http://particuliers.edf.fr/>

¹⁰ <http://www.dolcevita.gazdefrance.fr/portailClients/appmanager/portail/clients>

A. Gas

The costs depend on your average consumption of natural gas. The actual cost also depends on where you live, the architecture of the supply network and the distance to the main network.

Each tariff set by Gaz de France has two parts:

- a fixed fee (*abonnement*) that covers the costs of managing, stocking, transporting and distributing natural gas.
- a charge for your actual consumption (kilowatt/hour).

B. Electricity

The choice of an electricity tariff depends on the level of power supply you need (determined by the electrical appliances you use simultaneously) and on the time of day you are going to use them, off-peak consumption being cheaper (full rate = *heure pleine*, low rate = *heure creuse*).

- o If in addition to lighting, you only use the usual domestic appliances (refrigerator, television, vacuum cleaner...), ask for a capacity of 3 kVA (kilovolt-ampere is the unit that measures the apparent capacity and should not be confused with kWh which measures the active power).
- o If in addition to lighting and the usual domestic appliances, you use one other larger appliance (such as a stove, washing machine or dishwasher), you should ask for a 6 kVA capacity.
- o For two additional large appliances (stove, washing machine and dishwasher), you should ask for a 9 kVA capacity.
- o If the household is completely equipped with electrical devices (kitchen, hot water, heating) and you wish to use large electrical appliances, you will need a capacity of 12 to 36 kVA.

For each of the capacities mentioned above, electricity suppliers offer different tariff options. The standing charge depends on the capacity requested.

Contact EDF directly for [advice on tariffs](#)¹¹.

✦ METER READINGS (RELEVÉS) :

Meters are read every 6 months at the dates mentioned on your first bill which serves as a contract and is designated "*facture-contrat*". If the meters are inside your building, the dates of the readings will be posted in the building 48 hours at the latest before the meter reader comes by. If you cannot be home for the meter reader, you can read the meter yourself and fill out the prepaid postage postcard that he will leave for you. However, you must allow the meter reader access to your meter at least once a year so that your actual consumption can be determined and your bill accordingly adjusted. If this is not possible, you can contact EDF or GDF and make an appointment to have the meter read. Such an appointment is only free of charge if you pay your bill on a monthly basis.

✦ BILLS :

Your bill will show several elements such as the tariff option you have subscribed to, the details of your consumption during low-rate and full-rate hours and the standing charge that depends on the capacity for which you have opted.

If you have not paid your bill by the due date mentioned on it, your electrical or gas supply can be suspended after a warning letter.

You can check here for details on [how to decipher your bill](#)¹².

¹¹ <http://bleuciel.edf.com/particuliers-45636.html>

¹² <http://bleuciel.edf.com/abonnement-et-contrat/la-facture/consulter-et-comprendre-sa-facture/comprendre-sa-facture-47578.html>

✧ **THE DIFFERENT WAYS TO PAY YOUR BILL :**

Usually, bills are sent every two months and are calculated on the basis of your estimated consumption and on actual meter readings carried out twice a year. You must pay the bill before the due date mentioned on it.

◆ **Automatic payment:** This is a good solution to avoid any lapses in payments. You will receive the bill approximately 10 days before your bank pays the bill directly. Thus you have time to deposit funds in your account if necessary. You can always stop the debit payments at any time.

◆ **Monthly payment:** This form of payment allows you to spread your annual bill over 10 equal monthly instalments. The amount is either based on your previous consumption or, if you are a first-time renter, it is based on a mutual agreement between the supplier and you. **The amount will be re-evaluated at the end of the year and depending on your consumption, you will either be reimbursed or have to make an additional payment.**

Online: You can pay your electricity and gas bills online.

DEREGULATION OF THE ENERGY MARKET

Following the implementation of several European directives on developing an internal energy market, French consumers have been able to take advantage of an open energy market since July 2007 and freely choose their energy suppliers. The once monopolistic position of EDF and GDF no longer exists. Choosing is not easy, you must be careful and get detailed information. Keep in mind that there are two tariffs: the regulated tariff, with prices that are set by the public authorities and market prices which are freely set by the energy supplier.

Check the price for technical services, details regarding the duration of the contract, conditions for terminating the contract, terms for changes in the contract and in prices, access to client assistance (procedure, cost, dedicated telephone line, etc.), payment options and all other details.

Although all suppliers offer market tariffs, only the original operators (EDF, GDF and some local distributors) can offer regulated tariffs.

The premises are already connected to the electrical and/or gas networks:

- If the contract is for a regulated tariff, you have two choices:
 - keep the regulated tariff. This requires no action on your part.
 - subscribe to a new contract at market rates. You forgo regulated tariffs by exercising this "right".
- If the contract is for market rates, you can subscribe to:
 - a contract with any company at market rates for electricity and/or gas. There are no particular conditions.
 - a regulated tariff contract with EDF for your electrical supply. This possibility is only available to persons with a power supply of 36kVA or less.
 - a regulated tariff contract for your gas supply, provided the annual consumption is below 30 000 kWh. There is no set deadline.

Source : <http://droit-finances.commentcamarche.net/>

Warning: Some landlords try to impose a specific energy supplier in the lease. This is not allowed!

You can find here [the new energy suppliers](#)¹³, other than EDF and GDF.

Careful: All suppliers may not be available in your location.

You can also consult the [ANIL site for information on the new organisation of the market](#)¹⁴ (in French only).

¹³ <http://www.energie-info.fr/pratique/liste-des-fournisseurs>

¹⁴ <http://www.anil.org/fr/analyses-et-commentaires/analyses-juridiques/analyses-juridiques-2010/nouvelle-organisation-du-marche-de-lelectricite/index.htm>

* WATER

If you have an individual meter located by your doorway, the meter should be read in presence of the rental agency or landlord. If you do not have an individual meter but a single meter for the whole building, then water consumption will be included in your charges.

The meter gives your consumption in m³. The mean annual national consumption of water per person is 50 m³. The price of water varies from town to town and is based on various criteria such as area supplied, taxes and drainage system.

Water is drinkable everywhere in France. Do not hesitate to drink it (In those rare locations where it is unsafe for consumption, you will see the sign « *Eau non potable* » warning you that the water is not drinkable) !

* TELEPHONE

✧ TELEPHONE: REQUESTING A FIXED PRIVATE LINE

A. *The original operator: France Telecom / Orange*¹⁵

When you dial 1014 (free from a France Télécom/Orange fixed line), you will be directly connected to the closest France Télécom/Orange agency.

To reconnect an existing line, you will be asked to present:

- the lease,
- identification,
- the name of the previous owner or the previous telephone number linked to the line.

In general, the line will be reconnected within 48 hours and you will be allocated a new number (different from the one of the previous occupant). For a fee, you can request this number to remain confidential by having it put on the *liste rouge*.

You will receive a bill every two months. It shows charges for your subscription (*abonnement*; for instance, 32 euros every two months in 2011), which you pay in advance, and your consumption (the full list of calls can be obtained free of charge upon request – ask for the *détail des communications*).

The bill can be paid by direct automatic bank payment (*prélèvement automatique*) or you can choose to have the bill sent by post or email.

Operators offer many packages. Check them out!

B. *Other telephone suppliers*

You can look into other telephone operators in France for your national and international calling needs. Following “*dégrouper*” (unbundling of phone services), these other operators offer telephone services based on Internet or cable that does not require a traditional phone subscription. Not all operators are available in every community.

You should inquire from operators whether you can access their services without requiring a subscription to France Télécom/Orange. If you need a new line, you will have to ask France Télécom/Orange to connect you. **No matter which operator you choose for your telephone services, you need to have an active phone line with France Télécom/Orange and pay its monthly connection fees.** Check that there is an existing phone line in your accommodations, if not contact France Télécom/Orange to have one installed. You are then free to choose your telephone services from any other telephone company.

¹⁵ <http://boutique.orange.fr/>

Services offered by providers usually include telephone, Internet access and various television channels (= triple play). There are now offers that also include a mobile phone subscription (= quadruple play). **The financial advantage of this latter offer depends on your consumption.**

We cannot advise you on a particular provider. The consumer association [UFC Que Choisir](http://www.quechoisir.org)¹⁶ can help you.

If you bring a telephone from overseas, it most likely is not compatible with the French system (DECT standard). If you don't want to buy one, you can rent one from France Télécom.

⇒ **Note** that « *Pages Jaunes* », a directory publisher, publishes the telephone number of all subscribers, independent of who the telephone provider (France Télécom/Orange and others) is. The data is managed by the providers and transmitted to *Pages Jaunes* which operates the search service. Your name will thus appear in the paper or online directory (<http://www.pagesjaunes.fr/>) unless you have specifically requested to be put on the confidential *liste rouge*. Business numbers and household numbers are listed by *Pages Jaunes* in two different directories (respectively called “Pages jaunes” and “Pages blanches”).

More than 85% French people own a cell phone. Subscription offers are so numerous that the consumer can be at a loss as to which to choose. Many operators offer services such as telephone packages, pre-paid cards, etc. The main operators are Orange, SFR and Bouygues Télécom.

* INTERNET

A. The original operator

If you wish to use the original provider, go to the nearest France Télécom/Orange agency or call their marketing service at 1014 or subscribe online.

If you reside in a *zone dégroupée* (unbundled area) (<http://www.degrouptest.com/>), you can use any Internet service providers (ISP - in French *Fournisseurs d'Accès à Internet*, FAI); however, only under certain conditions. Usually, unless you already have a fixed line, you must get a France Télécom fixed line in order to have access to high speed Internet (*i.e.* ADSL). This is because most ISPs do not have their own network and use those of France Télécom. If you transfer your telephone line, you will have to notify your ISP. In areas with *dégroupage* (full local unbundling), you can have Internet access completely independent of France Télécom/Orange. In this case, you can terminate the subscription to a fixed phone line with France Télécom/Orange; you will save approximately 16 €/month on the phone subscription. In case of partial local unbundling, you will need a subscription to France Télécom/Orange.

ISPs offer a range of contracts (for example, sale or rental of a modem box, decoder, activation delay, length of contract, technical help). Read carefully the terms for contract termination in order to avoid bad surprises. When you take an Internet subscription with an ISP, you can also get unlimited telephone (via Internet) and digital television access all with the same provider.

B. Cable operators

Some ISPs will offer Internet access through cable television. You will need a cable modem and connection to the cable network will require a technician. Not all municipalities have cable, check with the landlord, co-owners' representative, the town hall or the cable operator of your choice.

Careful: In general, cable operators are more expensive than telephone operators for triple-play (telephone, Internet and television) access. Check the website of the consumer association [UFC Que Choisir](http://www.quechoisir.org)¹⁶ for help.

¹⁶ www.quechoisir.org

6. HOUSING INSURANCE

The tenant is liable for any damage to the rental property during the rental period and must repair all damages caused.

Housing insurance is **compulsory** if you are renting a non-furnished accommodation, no matter the duration of your stay. Usually, the landlord asks for an *attestation d'assurance* (certificate of insurance) when handing you the keys. If you don't have one and the insurance is mentioned in the lease, the owner is allowed to terminate the contract at any time. You will have to present an insurance certificate each year. For furnished rental accommodations, insurance is not absolutely required, but we strongly recommend you take one. For bedsits, an *assurance responsabilité civile* (personal liability insurance) may be sufficient (check with the landlord).

✧ THE BASIC INSURANCE (ASSURANCE DE BASE ALSO CALLED ASSURANCE RISQUES LOCATIFS) should cover the usual rental risks (mainly, water, fire, explosion damages, etc.). This basic insurance pays the repair expenses directly to the landlord and only covers damages to the building. Damages to the tenant's belongings are not covered. If the tenant does not subscribe to such an insurance, he will have to pay the landlord the repair costs for any damage to the premises.

✧ THE ASSURANCE MULTIRISQUES HABITATION IS A MORE COMPREHENSIVE HOUSING INSURANCE. You will be covered for risks of fire, explosion, natural disasters (flooding, earthquakes, storms, etc.), technological disasters, acts of terrorism and riots. The following are covered by the insurance:

- furniture, clothes and household appliances,
- valuables,
- household improvements you have made (paint, wallpapers, kitchen and bathroom equipment).

Some policies include additional risks or offer optional coverage for them, in particular risks of:

- theft,
- damage to electrical appliances,
- legal costs (*protection juridique*) (for example, legal expenses in case of a dispute with a neighbour or a plumber),
- school insurance,
- personal liability,
- home assistance (in case of bodily injury, the insurer will pay for home care services such as house cleaning or child-care).

✧ THE ASSURANCE RESPONSABILITÉ CIVILE is a personal liability insurance that covers physical and property damage you inadvertently inflict on another person during the course of daily life.

⇒ **IMPORTANT:** The landlord cannot impose a particular insurer or insurance company on the tenant. Usually, house insurance is paid annually, whatever the actual length of your stay. The [Châtel law](#)¹⁷ has made it possible to terminate your insurance contract on its anniversary date, providing you follow a specific procedure.

For more information, check insurance companies, banks and mutual insurance companies. Most offer personal liability with their housing insurance policy. Your local EURAXESS Service Centre can help you choose the best solutions for you and has negotiated rates with insurers.

¹⁷ <http://www.loichatel.com/loi-chatel-assurance.php>

7. LOCAL TAXES (TAXE D'HABITATION)

✦ Who must pay the *taxe d'habitation*?

Any person that occupies a dwelling on the 1st of January of the tax-year must pay this local tax. The tax is based on occupancy and not ownership; hence, neither the person's nationality nor situation matters. It must be paid by the present owner, tenant or non-paying occupant.

✦ What premises come under this local taxation?

Any furnished premises dedicated to housing (individual houses and apartments, principal and secondary residences) come under local taxation.

✦ Buildings close to the dwelling

Additional buildings close to the dwelling are also taxable, even if they are not furnished nor connected. These may be any extra room, a shed, a private parking area, a garage or a garden located less than one kilometer from the house.

✦ Exemptions

Some lodgings dedicated to student housing, such as dormitories managed by the regional student social support centers (CROUS), are exempted. Certain persons with a low income may be entitled automatically (*i.e.* even without requesting it) a total exemption from the *taxe d'habitation* of their principal residence. Certain conditions of income and lodging must be met. For further information, check with your local *Centre des Impôts* (tax office).

✦ Annual assessment of the local tax

The *taxe d'habitation* is assessed for the entire year based on the situation of the dwelling's owner or tenant on **January 1st** of the taxation year. On that date, a review is made based on the taxable premises, the contributions payable by the families and the applicable exemptions and deductions. Thus, according to this rule, any person who moves out during the year, or sublets the dwelling, is taxed over the entire year at the address the person resides on January 1st.

✦ Tax calculation

The tax is determined by taking into account the location and the development of the property, the personal situation (married, single) and the family income. Do not forget to file a tax return with the French revenue service.

✦ Notification of the tax (*Avis d'imposition*)

During the last trimester of the year, an *avis d'imposition* is automatically addressed to the taxpayer. This notification will state the basis used for calculating the tax, the amount and the deadline for payment.

BEWARE

The TV license fee (123 Euros in 2011) is paid at the same time as the local tax. If you do not have a television in your accommodation, mention it on your income return so as not to receive a request for payment of a television license fee.

If you move before receiving your "avis d'imposition", you should communicate your new address to the Centre des Impôts (French revenue service). You are responsible for paying local taxes even if you are outside of the French territory.

8. RECYCLING DOMESTIC WASTE

An environment in good health is a heritage that we should aim to leave future generations. It is one of France's priorities and part of its objectives for sustainable development. In 2005, France adopted a [Charter for the environment](#)¹⁸ that has been included in the French Constitution. The charter recognizes that everyone has a right to live in a quality environment that promotes good health. It stipulates that individuals must participate in its protection and repair any damage they have caused to the environment. Consumer choices have an impact on air and soil pollution and on greenhouse gas emission. Recycling domestic waste contributes to preserving our environment.

✦ **Sorting and disposing of garbage**

Garbage collection and treatment is the responsibility of local authorities (municipalities or group of municipalities). Ask the landlord about the organization of domestic waste collection and recycling in your rental accommodation when you move in.

If you need further information, call the town hall (*mairie*) or visit its website.

In France, garbage is usually sorted according to 2 categories:

- Non recyclable waste, which should be disposed of in the normal bin (*poubelle normale*),
- Recyclable waste, to be disposed of in appropriate bins.

The bins are easily distinguished by their colour and/or pictograms (colours may be different from one town to another).

CAREFUL

*Recyclable categories may vary from one town to another (paper, cardboard, plastic, aluminium and glass). For more information, ask the town hall. **In case you have any doubt on how to dispose of your waste, throw it in the "normal" waste bin.***

Non-recyclable rubbish should not be thrown directly into the bin. It should be placed in a plastic bag ("sac poubelle") and then disposed of in the "normal" waste bin.

Non-recyclable garbage is collected outside your residence. Garbage trucks empty the bins placed in the street by your building caretaker.

Collection of recyclable waste depends on your municipality.

Depending on the municipality, there may be a different collection day for each category of waste and bins of different colours to separate the types of recyclable rubbish. If your town does not arrange for collection of recyclable rubbish, usually it will provide a number of street containers to dispose of glass and other recyclable waste. You must take your recyclables and deposit them yourself.

Used batteries, old furniture (designated *objets encombrants*), domestic appliances, paint, other toxic products and green waste (grass, branches, wood) should not be placed in the normal bins. You should bring such waste to the local garbage dump (*déchetterie*) or call the waste collection company for a special pick-up. Check with the building caretaker or the town hall before throwing such items away.

Public authorities are encouraging new behaviour to promote drinking of town instead of bottled water, avoiding the use of disposable wipes, using reusable shopping bags and rechargeable batteries, etc.

⇒ **NOTE:** The only officially certified ecological labels on products and packages are the "[NF environnement](#)¹⁹" label and the "[Eco-label](#)²⁰" of the European Union.

¹⁸ http://www.developpement-durable.gouv.fr/spip.php?page=article&id_article=5517

¹⁹ <http://www.marque-nf.com/>

²⁰ <http://www.eco-label.com/>

9. WHAT YOU SHOULD DO WHEN YOU LEAVE YOUR RENTED ACCOMMODATION ?

- Notify the landlord by *Lettre recommandée avec accusé de réception* (registered letter with acknowledgement of reception). Make sure you send this letter well before the required *préavis* (notification period) mentioned in the lease.
- Arrange an appointment with the landlord to make an exit inventory.
- Clean the apartment before the exit inventory so that it looks orderly.
- Notify all the utility suppliers (EDF, GDF, France Télécom/Orange and other providers) of the date of your departure and check the requirements for terminating the contracts.
- Check drawers and cupboards for any forgotten items.
- Keep your French bank account open so that the rental agency or landlord can deposit the security deposit (which must be done within 2 months of your departure).
- Communicate your temporary or definitive future address to the post office, so that it can forward (for a fee) your mail.
- Leave your forwarding address with the landlord/rental agency.
- Notify the French Revenue Service (*Centre des Impôts*) about your departure so that it can take you off the local tax register (*taxe d'habitation*).

ATTENTION

In principle, once you have done the exit inventory, you should leave the keys with the landlord/agency and permanently leave the accommodation.

I. LEASE CANCELLATION

A. Notification period (*préavis de départ*)

You may leave at any time during the contract period, but you cannot do so immediately. Usually, for unfurnished accommodation, there is a **3-month notification period** (under special circumstances, the notice period can be reduced to one month). For a furnished accommodation, the notification period is one month. You should notify the landlord/agency of your departure date by *Lettre recommandée avec accusé de réception* (registered letter with acknowledgement of reception).

You can find here some [samples of letters of lease cancellation notice](#)²¹

B. Specific terms for unfurnished rentals

If you wish to leave before the end of the rental contract, you should notify the landlord ahead of the three-month notification period (see previous section). However, if your landlord agrees and you have found someone to continue the lease, you may shorten the notification period.

A shorter notification period is acceptable under the following situations:

- job transfer
- loss of employment
- new employment after a period without work
- first employment
- you are over 60 and your health requires that you change residence
- you receive income support from the French government (*revenu solidarité active, RSA*)

Important: the security deposit cannot be used to pay the last month's rent.

²¹ <http://www.resilier.com/?gclid=CO-t0-yGmagCFQEHfAodmB3J2g>

II. EXIT INVENTORY

A. Security deposit refund

In the presence of the landlord or rental agency, you must inspect the premises before leaving and make an *état des lieux* (exit inventory) that will be compared to the one that was drawn up when you entered the accommodation. After signing the exit inventory, you should hand-over your keys. To minimize conflicts with the landlord or agency, make sure you thoroughly clean the flat and have undertaken all the small repairs that usually come under the responsibility of the tenant (changing O-rings, filling in holes in the wall...). The premises should be in the same state as when you moved in, except in cases of special agreement with the landlord. If no damages are noted during the exit inspection, the landlord is legally obliged to refund the full security deposit within two months of your departure.

B. Situations where the security deposit is not refunded

The tenant and landlord must pay the charges that are mentioned on the [ANIL website](#)²².

After comparing the entry and exit inventories, if any deterioration or lack of appropriate maintenance is noted, the landlord may make deductions from the security deposit. The landlord must justify any amount deducted with invoices for the required repairs. Only the damages that come under the tenant's responsibility can be charged to you (holes in walls, broken plugs, etc.). The landlord cannot charge for other repairs (especially for damages due to ageing or normal use of the premises). The sums will be deducted from your security deposit, and the landlord can even ask for an additional payment if repairs cost more than the security deposit. Ageing of carpets, wallpaper and paint does not come under the tenant's liability. Deteriorations that are caused by an abnormal use of the premises are your responsibility (burn holes on the carpet, holes in walls, etc.). If you need more information, contact the regional ADIL housing information centre for help (see the following section "What to do in case of disagreement").

²² <http://www.adil67.org/index.php?id=972&MP=117-8424>

10. WHAT TO DO IN CASE OF DISAGREEMENT

ANIL (Agence Nationale pour l'Information sur le Logement)

ANIL, the national agency for housing information, was created in March 1975 by the government as a non-profit association regulated by the law of July 1, 1901. The national agency, ANIL, and the regional centres, ADIL, bring together:

- Public and private housing professionals,
- User and family organizations,
- Public authorities and general interest groups.

In case of disagreement with your landlord, you can find general advice on the [ANIL website](#)²³.

You can also meet a counsellor from the [regional ADIL centre](#)²⁴ who will give you specific advice on how to settle your disagreement. Your town may also have other organizations that might be able to help you in case of disagreement. Do not hesitate to ask for advice from the [EURAXESS Service Centres](#)²⁵.

**This document was written by the Housing Working Group
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²³ <http://www.anil.org/>

²⁴ <http://www.anil.org/adils/carte.htm>

²⁵ http://www.fnak.fr/dn_Euraxess/



THE TENANT CHARTER

I - Moving in formalities

Regarding the Euraxess Services Centre, the researcher agrees:

- to fill in the housing request form with true and exact information;
- not to pass on to another person the list of offered accommodations without prior approval by the Euraxess Services Centre;
- to mention calling on behalf of the Euraxess Services Centre when contacting the owners of the chosen accommodation;
- to notify the Euraxess Services when suitable accommodation has been found, even if it was not from the Centre's list.

Regarding the landlord, the researcher agrees:

- to show up for appointments made with the landlord to visit the premises and to warn the landlord if he/she is unable;
- to provide all [requested documents](#)²⁶ necessary to draw up the lease (identification, pay slips, work contract, other document justifying the scientific stay in the host institution such as an "ordre de mission", letter from the employer, thesis contract, etc.). You cannot be required to provide an ID photo, a social security card, a bank statement nor a statement from your bank certifying credit worthiness;
- to sign the lease and inventory only if the latter is true and correct. A furniture inventory must be signed if the accommodation is furnished; the tenant must keep a copy of all documents (lease and entry inventory);
- to pay the first month's rent on the day the keys are given to the researcher, as well as the security deposit if requested (usually, the deposit amounts to one month rent without charges);
- to pay the subsequent rent on or before the 5th day of the month (rent is due and payable each month, one month in advance) ;
- to obtain home insurance policy that will cover all damages as soon as the researcher moves in, and forward a copy of its renewal to the landlord every year.

²⁶ <http://www.anil.org/profil/vous-etes-locataire/se-loger/dans-le-prive/justificatifs-et-caution/>

II - Courtesy to the landlord

The researcher agrees:

- to pay the rent on time and regularly, including the last month's rent. The security deposit cannot be considered as rent. It will be refunded by the landlord within 2 months of the tenant's departure;
- to pay all charges and taxes not included in the rent, such as the *taxe d'habitation* (local taxes), utility bills (water, electricity, gas) if these are included in the charges, and accept to pay additional amounts in case of overconsumption;
- not to abuse of the hospitality of the landlord or host, especially if you are renting a room in a private home;
- to give the landlord or agency access to the premises in the event of needed repairs that are the landlord's responsibility and to allow potential renters or buyers to visit the accommodation before your leave (upon appointment, at the times and dates agreed upon with you);
- to notify the landlord of your departure date, usually at least one month before the end of the lease of a furnished accommodation and 3 months before departure in case you wish to terminate the contract before the end of the lease term;
- to hand over the keys on the day the premises are inspected and the exit inventory is drawn up.

III - Care for the rental accommodation

The researcher agrees to occupy the premises and take good care of them within reasonable limits, in particular he/she agrees:

- to act as a good neighbour and avoid making excessive noise, no matter the time of day, especially after 10 pm;
- to clean regularly and undertake small repairs;
- to respect communal areas and keep them clean;
- not to make any changes to the premises, and if renting a furnished accommodation, not to remove furniture or appliances without prior approval by the landlord;
- to take care of any damages to the premises and communal areas and undertake all [repairs that come under a tenant's responsibility](#)²⁷ and, if necessary, contact the insurance company;
- when moving out, the tenant should leave the premises in the same state as when he/she moved in, clean and without any damage.

**Document written by the Housing Working Group of the association EURAXESS France
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²⁷ <http://www.anil.org/profil/vous-etes-locataire/location-vide/decence-entretien-et-charges/entretien-du-logement/>