

Being a tenant: What you may and may not do

But first, a brief introduction to the Swedish rental system:

Bostadsregistret.se and Swedes in general use the terms **first hand contract** and **second hand contract**. A first hand contract is an agreement written by a landlord or property owner and signed by a tenant, who in turn may rent out their apartment or house, having a new tenant sign a second hand contract. In other words, if you have a first-hand contract, you are a regular tenant, but if you have a second hand contract, the holder of the first-hand contract is the actual tenant but acts as your landlord. Second hand contracts are generally only valid for a specific period of time, whereas first hand contracts are valid indefinitely.

The equivalent English terms are *rent* or *lease* (“first hand”) as opposed to *sublease* (“second hand”). However, the English terms are not used here, since they are not regulated by Swedish legislation. For more information on second hand renting in Sweden, see points 11-21 below.

Finally, **the regional rent tribunal** can be described as a court of law with a specific purpose: to mediate and decide in issues and disputes regarding rent and tenancy, typically between tenants and landlords. Its Swedish name is Hyresnämnden.

Renting a new place to live is a major event, especially if it is your first apartment of your own. Here is some useful information:

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1. Rental agreement (contract)

There should always be a written agreement, and you have the right to this according to the Swedish act on rent and tenancy. Verbal agreements applies, however, it may be difficult to prove later what you and your landlord agreed on. When it comes to the rental agreement, be careful to note the following:

1. The rent, what does it include – heating and water are usually included.
2. When should the rent be paid. There is a risk of losing your apartment if you do not pay your rent on time.
3. If you have to pay a pledge or guarantee.
4. Premises at your disposal, e.g. basement store.
5. Any extra options and special conditions, such as cleaning the staircase or whether pets are allowed.

2. Tenure rights

You have the right to tenure, according to Swedish laws on rent and tenancy. If you have a first hand contract the right to tenure applies as of the first day. This means that you, in most cases, have the right to extend your contract, even if it is terminated. In some cases, however, the right to tenure is in fact lost. If your contract is terminated and you do not want to move, the regional rent tribunal (*Hyresnämnden*) may, on request of your landlord, review your case and determine whether you have the right to continue living in your apartment.

3. What can you use the apartment for?

You may only use your apartment for what it was intended for. In other words, it is not all right to use a residential apartment as an office. You must take care of your apartment, but usually the landlord is responsible for maintenance. If something is damaged you must notify your landlord as soon as possible, so that the damage will not get worse.

Of course you are allowed to paint, put up wallpaper and other things you pay for yourself so that your apartment will be the way you want it. But it should be professionally done and not too extreme. You may not change the apartment floor plan, remove walls or change any permanent interior design, such as the kitchen cabinets.

4. "Open up, it's your landlord!"

You landlord may enter you apartment:

1. For necessary checks if he/she needs to plan maintenance.
2. For repairs, but he/she must notify you beforehand.
3. To show the apartment to future tenants, if it is for rent.

5. Lodgers

You may house a lodger, someone staying with you without being your legal spouse or cohabitant, even if your written rental agreement says you cannot. However, you may not cause more wear and tear than normal and it must not cause troubles for the landlord.

6. Apartment flaws

Flaws include anything that affects your living situation negatively, e.g. no hot water, stove not working, laundry room out of order, moisture and mould etc.

7. If the landlord does nothing?

It is important that you notify your landlord if there are flaws in the apartment. You may want to send the notification as registered mail (in Swedish: *rekommenderat brev*), so that you can prove that you have sent a message. Make sure to write that you may demand that the rent is reduced because of the apartment flaws. If the landlord does not do anything about it, there is a possibility to “force” them to. You can request that measures are taken at the regional rent tribunal (*Hyresnämnden*). The official name for such a request is *åtgärdsföreläggande*. The regional rent tribunal may then decide that the flaw should be corrected before a specific date.

More information on rent reduction:

8. Rent reduction

If there are flaws in your apartment you have the right to rent reduction from the day you notify your landlord about the flaws until the day the flaws are corrected. If you and your landlord cannot agree on a specific sum you may make a deposit at the County Administrative Board. A deposit is considered a paid rent. Do not deposit too much, the amount should correspond to the level of discomfort caused by the apartment flaws.

For more information about apartment flaws, see points 6 and 7.

9. When do I move in or out?

You have the right to move in at 12:00 PM the day your contract takes effect, unless you and your landlord have agreed on something else. If that day is a Saturday, Sunday or holiday you may move in at 12:00 the first following regular working day.

If you move out, the landlord or the new tenant must have access to the apartment no later than 12:00 PM the day your rental period ends. If that day is a Saturday, Sunday or holiday, the new tenant must have access the first following regular working day at 12:00 PM. This rule does not apply if you have agreed on something else with your landlord or the new tenant.

Remember this:

- The landlord should make sure that the apartment is in good condition when you move in. They cannot get away with renting it out “as it is”.
- You should take care of the apartment and you will have to pay for any damage you cause.
- You are responsible for the apartment from the day you move in until the day you move out. Make sure it is carefully inspected before you move in and before you move out.
- When you move out the apartment should be thoroughly cleaned.
- A good thing to do is to take photos of the apartment when you move in and then once more when you clean and move out.

10. Requirements when you move out

It is impossible to avoid wear and tear when you are living in an apartment. Regarding “normal wear and tear”, you do not have to pay for it when you move out. If the apartment is more worn than what is considered normal, or if you have caused damage to the apartment, you are obliged to pay for it.

11. Renting it out second-hand (sublet an apartment)

Renting out your apartment second-hand means you let someone else live in your apartment, whoever it is (even relatives such as brothers, sisters and children), when you do not live there yourself. If you rent out your apartment second-hand you are the landlord and the person signing

the second hand rental agreement is your tenant. Your own landlord is thus not the landlord of your second-hand tenant!

12. Renting it out second-hand: Who is responsible?

As a first-hand tenant, you are still responsible for the apartment, even if you rent it out second-hand. If the second-hand tenant is abusing their rights, you may lose your first-hand contract. As a holder of the first-hand contract, you are also responsible for the payment of rent.

13. Renting it out second-hand: Permission

If you rent out your apartment second-hand without permission you may lose your first-hand contract. Therefore, make sure to receive a written permission from your landlord. The permission only applies to the person you have stated you are going to rent out your apartment to. If you want to prolong the rental period, you will have to request permission again.

14. Renting it out second-hand: What if the landlord says no?

Your landlord may deny you permission to rent out your apartment second-hand. You may instead receive permission from the regional rent tribunal (*Hyresnämnden*) if you have “considerable reasons”. It may be disease, trying cohabitation, a long period of time to spend abroad or temporary work out of town. The permission may be restricted by conditions.

15. Renting it out second-hand: Second hand contract

You should always have a second hand rental agreement in the form of a *written* contract. It is the safest way to do it. Bostadsregistret.se can help you with this (www.bostadsregistret.se).

16. Renting it out second-hand: Termination of a second hand contract

In your agreement, you state the period of notice. Normally, you have to give three (3) months notice when you terminate a rental contract. The request for termination should be in written form. The person who is renting your apartment must move out on the decided day.

17. Renting it out second-hand for more than two (2) years

If the rental period is longer than 2 years, the second hand tenant may claim tenure rights. To avoid this, you should write an agreement regarding tenure. NB! The tenure rights are for you – not your landlord. If the rental agreement is valid for more than 4 years, it should be approved by the regional rent tribunal (*Hyresnämnden*). No approval is needed if the second hand tenant has given up their tenure rights since the first hand tenant is going to move in again.

18. Renting it out second-hand: Mine or yours?

If the apartment is furnished, it should be stated in the second hand contract. Make a list of all the furniture in the apartment. Both you and the second hand tenant should sign the list.

19. Renting it out second-hand: The rent

A good thing to do is to check the second hand tenant's financial situation. (Bolagsregistret.se will of course do this.) The first hand tenant is, after all, responsible for rent payment. The rent should

be clearly stated in the contract. If the rent is reasonable, it may be a good thing to state that the second hand rent should be the same as the rent of the apartment. We recommend that the second hand tenant pays the rent to the first hand tenant or to a formally authorised person. That way the first hand tenant can make sure that the rent is paid to the landlord on time.

20. Renting it out second-hand: Higher rent?

The second hand rent must not be higher than the first hand rent. If the apartment is furnished, you may add about 10-15%. If the rent is too high, the second hand tenant may contact the regional rent tribunal (*Hyresnämnden*) to reclaim the additional rent and more.

21. Renting it out second-hand: Home insurance

Both the first hand and second hand tenant should have a home insurance. Ask your insurance company what applies to second hand tenancy.

22. Apartment transfer

There are two ways in which to transfer an apartment, i.e. hand over an apartment to someone else definitely.

1. Apartment switch
2. Transfer to a relative

You may NOT get paid for transferring your apartment.

23. When can you switch apartments?

You may switch your apartment for someone else's if your landlord gives their permission. If the landlord says no, you may still obtain permission from the regional rent tribunal (*Hyresnämnden*) if you have "considerable reasons", including:

1. Moving out of town
2. Health reasons
3. A need for a larger or smaller apartment

The switch must not be disadvantageous to the landlord, e.g. if the new tenant cannot pay the rent.

24. Transfer apartment to a relative

You may transfer your apartment to people close to you, such as relatives or a cohabitant with whom you live and share your household. You must have lived together for a substantial period of time. This means you should have lived together for approximately 3 years. You may not transfer your apartment to a lodger or second hand tenant.

If a tenant passes away, the apartment is transferred as described above.

25. What applies to married couples and cohabitants?

There are rules regarding switching and transferring your apartment within your family. There are certain regulations regarding the rights of spouses and cohabitants to take over a rental apartment.

26. Separation or decease

In case of a divorce, the one of the two spouses with the greatest need for it will have the right to

keep the apartment. This applies regardless of who signed the original contract. A condition is that the apartment was intended for both spouses originally.

If one spouse passes away, the surviving spouse takes over the apartment. The landlord must of course be notified if a new person has taken over the rental apartment, but the landlord will verify if the person is a suitable tenant. Corresponding rules apply to cohabitants, opposite and same-sex alike, if they rented the apartment to live there together and if they have not got a written agreement stating something else.

This information was retrieved from Swedish legislation (Hyreslagen, Swedish Code of Statutes, number 1970:994) and The Union of Swedish Tenants (Hyresgästföreningen).