



## **11 facts -** you should know about renting a house or apartment in Germany

by Juergen Zeitler & Joerg Buchberger / BZ • Relocation Services Fuerth, Germany

This is the first in a loose sequence of postings which will highlight certain aspects of German everyday life and will explain some of the things that might appear as unusual or strange to you as an immigrating foreigner in general, the idea behind it being to create your curiosity and to encourage you to find out more for yourself - and at the same time helping you to avoid embarrassing situations.

# Real Estate

BZ RELOCATION SERVICES



## 11 facts you should know about renting a house or an apartment in Germany

### “Kehrwoche”

obligation to clean the communal areas

Perhaps the “Kehrwoche” is strangest thing that can happen to you as a tenant and there’s not a lot you can do to avoid it.

But it applies only to parts of the South-West of the country (Baden-Württemberg) and if you happen to live in an apartment house or a multi family dwelling. Maybe it’s best to see it as a social experience. In short , you are expected to clean the communal areas of the building on a rotating scheme, alternating with your neighbours. In general this includes the lobby, the common staircase and the common auxiliary rooms and sometimes even the sidewalks along the

building (as the city administration will have only the streets cleaned, e.g. in Stuttgart).

Which tenant is in charge of the weekly cleaning is generally indicated by a cardboard sign at the apartment’s door. Details will be mentioned in your rental contract and your relocation agent will explain them to you.

*Renting a house or an apartment can be a complicated and expensive experience – laws and customs are different and vary widely between countries, sometimes even inside the same country.*

*But don’t worry...*

*It goes without saying that your relocation agents will go this road with you, acting in your best interest and minimising your risk. Trust them – they are your only friends in this matter. Still, we would like to give you some hints of what you have to expect when you are on the quest for your new home in Germany.*

## “Mietvertrag”

### rental contract

When you rent a house or flat you will of course agree upon a contract with your landlord. Rental contracts/tenancy agreements are standardised, the form of the “Haus- und Grundbesitzerverein” (Association of House Owners) being used frequently.



The form will be filled with your and the

landlord’s personal data, details about the flat (e.g. number of rooms, which keys are handed over, meter readings for electricity, water and gas, etc.)

as well as a general description of the property’s condition. Don’t be surprised if someone even takes some pictures of the apartment before the keys are handed over to you.

The contract states the monthly rent as well as the “Nebenkosten” (see below). It also includes the “Hausordnung” (see below) and the terms for the termination of the contract (“Vertragskündigung”, see below). Though periods of notice are stipulated by Federal Law, they are also mentioned in the rental contract. The tenancy can be agreed for an indefinite period or a fixed term, in case this isn’t mentioned in the contract, the contract is automatically valid for an indefinite duration.

Make sure that you understand the essentials of the contract, your relocation agent will be happy to sum up the important clauses for you.

## „Kaution“

### rent deposit

Most landlords require a rent deposit which usually amounts to 2 or 3 “cold”(=net) rents (“Kaltmieten”), the statutory maximum being 3 cold rents. Most landlords will require a cash guarantee in form of a savings account but a bank guarantee in the landlord’s favour is widely accepted, too. The regulations about a rent deposit are part of your rental contract. Your relocation agent will assist you arranging the details with the landlord in your best interest.

## „GEZ“

### TV licensing/TV levy

Though it may seem to be a another strange concept for a foreigner, the use of a TV or radio set in Germany is subject to a small monthly levy, which is raised on a quarterly basis. You will have to register at the GEZ organisation by filling out a form which is available at all post offices as well as in all banks. Your relocation agent will of course help you with this.

## „Maklergebühren“

### brokerage fees

According to German Federal law, brokerage fees for rental contracts are limited to a maximum of 2 cold rents plus VAT (19%). Please show the real estate agent’s invoice to your relocation agent before you make any payments.

## „Nebenkosten“

incidental expenses/  
utilities

In Germany the contract between landlord and tenant specifies what is included in the rent, which cost will be distributed amongst all tenants (by specified keys, such as number of people, size of the flat, etc.) and what the tenant has to pay directly to the supplier. Which cost fall into which category often depends on the situation, e.g. in apartment blocks, each flat may have a meter for water and thus could be charged directly by the supplier; the supplier may also charge the owner the total amount which is then redistributed according to the meter readings. If no meters are installed, costs are allocated according to a key (in that case most probably the number of people living in the flat). As these additional costs are not included in the (“cold”) rent, changes in the rates are directly passed through to the tenant, whereas cost included in the rent may be subject to the complicated procedure of increasing the rent. In most cases, the costs for electricity and gas are not part of these agreements and the tenants must conclude a delivery contract with the suppliers separately. Landlords are allowed to charge their tenants with the flat’s or houses’

property taxes. Please speak about the details with your relocation agent, especially when it comes to a contract with a supplier of electricity or gas.

## „Hausordnung“

house rules

The house rules are part of the rental contract. They stipulate some rules for the day-to-day cohabitation of the tenants as far as e.g. noise, safety, cleanliness, ventilation, parking or pets are concerned. By signing the contract you automatically accept these rules – make sure that you understand them completely and have them translated if necessary. Your relocation agent will explain them to you and provide a translation if you wish.

## “Haustierhaltung“

keeping a pet

First and foremost it depends on the tenancy agreement whether you are allowed or not to keep a pet in your new apartment. If the contract explicitly allows keeping pets, there won’t be any problems unless your “cute” animal turns out to be a King Cobra or an attack dog whose removal the landlord even must require. If – on the



other hand – the rental contract specifically prohibits keeping pets, this clause is irrelevant because small animals as birds, fish or hamsters are allowed to be kept in any case, no matter what the contract states. A contract clause, according to which the keeping of a pet dog is forbidden, is valid and the landlord is entitled to require the removal of the dog if violated. If the contract stipulates nothing about pet keeping or if the clause is invalid, e.g. the tenant of a detached house is allowed to keep a dog. But if you live in a multiple dwelling, you should ask your landlord for permission to be on the safe side. If nothing is stipulated in the rental contract, you are allowed to keep a cat or other smaller animals in any case. Of course your relocation agent will assist you in making the necessary agreements.

## “Vertragskündigung”

### ending the agreement

The normal notice period is three months for both the tenant and landlord. The notice period for both parties extends by three months after 5, 8 and 10 years of continuous occupation of the property. A shorter notice period for the tenant only can be agreed when the lease is signed. Tenants may also give shorter notice periods if the landlord announces a rent increase or makes a refurbishment plan for the property that will lead to higher rent payments. The landlord is entitled to end a rental contract only under the following circumstances:

Without notice:

- If the property is used consistently for non-agreed purposes
- If the rent is unpaid for at least two months
- If the tenant is consistently noisy and disturbs the neighbours ("disturbance of the calm of the house" Störung des Hausfriedens" (see also "Hausordnung"). With notice:
  - If the tenant has broken the conditions of the lease on a number of occasions
  - If the property is to be used by the landlord or a relative ("Eigenbedarf")
  - If the landlord intends to modify the property in a

major way and a continuation of the rental lease would considerably hinder these plans

- If the fact that the property is occupied will cause the landlord to suffer economically in the case of the sale of the property. The landlord must prove that they are in need of the money from the property sale. It is common practice for landlords to ask their tenants to redecorate the property when moving out. This involves painting the walls white and leaving it in the same condition as it was received.

## “Mieterschutz”

### tenants' associations

In Germany, the relations between tenant and landlord are subject to a special federal law ("Mieterschutzgesetz"). There are tenants' associations (Mieterverbände) throughout Germany who act in tenant's the best interests, offering legal advice to their members in the event of disputes between tenants and landlords. The German National Tenants' Association (Deutscher Mieterbund) can provide information on tenancy agreements and tenants' rights. In case of need, your relocation agent will help you to get in contact and act as an intermediary.



## „Mülltrennung”

### waste separation

When it comes to waste separation, Germans are the world champions, the social control pressure, e.g. by your neighbours being extremely high. Though regulations may vary widely according to the German state in which you live, it boils down to the fact that you are expected to separate your waste and dispose of it in separate bins which are differently coloured (green: organic waste, yellow: recyclable waste, blue: paper waste, grey: residual waste). In many cities, recyclable waste is collected in yellow sacks. Glass bottles are collected in special bins ("Altglascontainer") which can be found nearly everywhere in your neighborhood. You can dispose of dangerous waste (e.g. chemicals, electronics and the like) in your local recycling center ("Wertstoffhof"). Your relocation agent will show you all the facilities and explain the details. In case you ask yourself why you don't see a lot of plastic waste scattered in your neighborhood, the answer is rather simple: in shops, plastic bottles and cans are charged with a bottle deposit which will be refunded when you return them and in supermarkets you have to pay for plastic bags which thus are mostly re-used.

## How much can I expect to pay?

Rental costs in Germany are usually calculated by the square meter.

For a one bedroom apartment you can calculate approximately 30 - 40 m<sup>2</sup>.

A two bedroom unit can have from 40 - 70 m<sup>2</sup>.

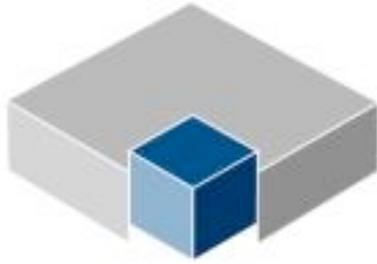
Three bedroom apartments can range from 70 - 100 m<sup>2</sup>.

But remember, this is only a rough guide.



SUBURB	SQUARE METER	€ approx.
<b>Nuremberg</b>		
City Center	1 m <sup>2</sup>	9,80
Bärenschanze	1 m <sup>2</sup>	8,10
<b>Fuerth</b>		
City Center	1 m <sup>2</sup>	7,30
Südstadt	1 m <sup>2</sup>	7,30
<b>Erlangen</b>		
City Center	1 m <sup>2</sup>	9,00
outer suburbs	1 m <sup>2</sup>	7,30





**BZ•RELOCATION SERVICES**

**Geleitsgasse 2  
90762 Fuerth  
Germany**

**[info@bz-relocation.de](mailto:info@bz-relocation.de)**

**[www.bz-relocation.de](http://www.bz-relocation.de)**