

KOMBO

TENANCY LAW SUMMARY

Help for students at Linköping University or those
renting out accommodation to students at
Linköping University

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RENT

The rent must be reasonable

Rent is freely negotiable in Sweden, but a landlord may not charge an unreasonable rent. The rent may not be significantly greater than other comparable apartments in the same area. When comparing similar apartments, the rent in public housing companies is indicative.

The rent should be set according to:

- Apartment size, design, equipment, standard and location.
- Fittings and equipment like lift, laundry, stair cleaning and servicing.
- Other environmental conditions, access to playground, shops and other services.

The rent is payable in advance and the tenant is always entitled to pay monthly.

If the landlord has charged a higher rent than allowed, they might be required to repay the difference between the "unreasonable" and the "reasonable" rent to the tenant. If you believe that your rent is too high, you are entitled to a free trial at the rent tribunal (Hyresnämnden). You have to go to court within three months of the date when you moved out from the apartment. The same applies to subletting.

Pay the rent on time

The rent is usually paid monthly and in advance, by the last business day of the month. If you do not pay the rent, you have to move out.

You must pay rent every month even if you don't receive any invoices or reminders. An invoice or reminder is only a service that facilitates payment for both you and the landlord. The same applies to direct debit, where the rent is paid automatically from the tenant's bank account. It is still your responsibility to make sure that the rent is actually paid.

Save your receipt

It's important to get a receipt if you pay the landlord in cash. It is good to save receipts for at least three years in order to prove that you have paid the rent, in the event of a dispute. If you pay through the Internet, remember to save a copy of the transaction in order to prove that the money has been withdrawn from your account, when it was withdrawn and to which account the money has been transferred.

Problems paying rent?

If you don't pay the rent on time, you will be forced to move out. If you have problems coping with the payment, it is important to contact the landlord. It may be possible to make a payment plan and divide the payment of the debt.

If you have a rental debt and receive an eviction notice from the landlord or bailiff, you can recover the lease if you pay the debt within three weeks. If you continue to pay the rent late, your tenancy may be terminated immediately. At this point, the three weeks-rule does not apply.

SUBLETTING

Renting an apartment from another tenant it is called subletting. In order to rent an apartment in this way, the landlord must give permission.

If you sublet an apartment or room, the primary tenant is your landlord. If they terminate the apartment or get evicted, you will be forced to move. In some cases, you can request compensation from your landlord. If you sublet an apartment, it is important to know your rights as a secondary tenant.

Your rights as a secondary tenant

If you have agreed to live as a secondary tenant for a certain amount time, but the landlord changes their minds and wants back their home earlier, you have a right to live there for the amount of time that was agreed upon. An eviction may be reviewed at the rent tribunal (Hyresnämnden). Until this process is done, you are allowed to stay in the apartment. The notice period varies depending on whether the contract runs indefinitely or is for a fixed period with a termination clause. As a tenant, there is always the possibility of terminating the contract with three months' notice.

You should not pay a rent that is too high. As a secondary tenant in a rented apartment, you should normally only pay as much rent as the primary tenant. If you are subletting a condominium or other accommodation, the rent must be reasonable in relation to the apartment's condition; the rent should be comparable to the rent for a similar apartment. If you suspect that you are paying too much, you can request a free review from the rent tribunal. There are forms and instructions on their website. Applications must be submitted no later than three months after you moved out of the apartment.

It is permitted to add 10–15% to the rent if the apartment is rented fully furnished. It is also permitted to add the actual costs for electricity, Internet, TV, parking space and other such services.

After two years as a secondary tenant, you are entitled to security of tenure. You are entitled to a contract extension and you have the right to appeal a termination by your landlord (the primary tenant). However, you are often not allowed to stay if the primary tenant will be moving back to the

apartment, and you have no right to stay or take over the contract if the primary tenant's lease is terminated.

What if you want to sublet your apartment?

You must have the landlord's permission to sublet. If you live in an apartment that you own, you must have authorisation from the condominium board.

If you do not get permission, you can appeal to the rent tribunal.

The rent tribunal will consider the following conditions:

- The tenant has reasonable grounds for subletting, such as age, illness, temporary job at another location, special family circumstances (e.g. trial period cohabiting with your partner)
- The landlord does not have legitimate reason to refuse consent

Reasonable grounds mean that the tenant has strong reasons for not being able to use the dwelling for a certain period, but that it is important that the tenant maintain their contract or ownership.

The landlord may reasonably oppose the sublet if they do not accept the secondary tenant. The landlord may not refuse based on the secondary tenant's ability to pay, because the primary tenant remains responsible for payment.

The right to sublet may be limited in time (between six months and one year is common) or may be subject to conditions. For example, if the primary tenant will be out of the country then they must ensure that another person has an irrevocable mandate to represent them and to receive notice on their behalf.

Please remember if you want to sublet your apartment, you are still obligated to pay rent to the landlord and you are responsible for the secondary tenant. If they misbehave, it is possible for your lease will be terminated. It is important that you make sure that the rent is paid by you to the landlord and that the other tenant pays to you. That way you ensure that you do not lose your lease if the secondary tenant is late with rent payments.

DISRUPTIVE NEIGHBOURS

Disruptive neighbours

If you find one of your neighbours to be disruptive, first try to talk to them and find a solution to the problem.

If you don't want to or can't talk to them, talk to your landlord. They should tell your neighbour that other tenants have found them to be disruptive, giving them a chance to change their behaviour. If you continue to be disrupted, contact your landlord again. They will then know that their action did not solve the problem. If the problem continues, the disruptive tenant risks being evicted.

The security company can help

Landlords often have a security company that tenants can call for help. The security guards will talk to disruptive neighbours, provide a written report to the landlord, and act as witnesses if the issue ends up going to court.

If your landlord does not listen to you and there is no security company to call, you can call us at KOMBO, the Union of Tenants (Hyresgästföreningen) or the rent tribunal for help. To receive help from the Union of Tenants, you must be a member of their organisation.

RIGHT TO REPAIRS

Right to repairs and renovations

The need for renovations is determined by the current state of the apartment, not how long it has been since the last renovations. The landlord is required to paint, put up new wallpaper and repair damage that occurs through normal use of the apartment “at reasonable intervals.” There are no regulations defining what is considered reasonable. The state of the apartment is decisive. It does not matter that you live in a student apartment – the rules are the same for all normal apartments.

If the apartment has not been renovated for 10 to 15 years, the tenant can request new wallpaper and paint even if there is no obvious damage. After so long, it is expected that the condition of the apartment has degraded and needs to be freshened up. If the landlord and tenant agree to postpone renovations or maintenance, the tenant is entitled to lower rent. On the other hand, tenants can sometimes get renovations done in advance if they agree to increased rent.

If the landlord refuses to renovate the apartment, you can apply to the rent tribunal. The tribunal can require the landlord to perform renovations within a certain time period.

Take care of your apartment

If you damage the apartment, either in the form of unusual wear or vandalism, you might be required to compensate the landlord. Unusual wear includes sports on wallpaper around the bed, holes in the wall left by posters or scratches in the floor caused by a chair. This type of damage is usually found during the move-out inspection and the charges can therefore come several months after you terminate your contract.

DEMOLITION AND EXTENSIVE RENOVATIONS

Demolition and extensive renovations

When a landlord wants to renovate a building, it is required that the tenants approve of the changes. Collective approval is required for renovation of common spaces, while renovation of single apartments requires approval of the affected tenant. Collective approval often involves discussions between the landlord and KOMBO or the Union of Tenants (Hyresgästföreningen), who represent tenants. In the text below, any references to collective approval often mean in reality that a tenant representative is asked.

What you can influence

You have the opportunity to influence two types of changes:

- Changes that increase the value of the apartment. A higher value can affect the rent in the future.
- Substantial changes to your apartment. For example, division or combination of apartments or moving walls that affect the apartment layout. These changes do not necessarily affect the value of the apartment.

What you cannot influence

If an apartment is out of date, the landlord may equip it to the lowest acceptable standard without requiring the approval of tenants. Lowest acceptable standard means that the apartment is equipped for cooking food and hygiene, has continual heating, as well as water and sewage service.

The landlord may also perform maintenance without the tenant's permission. For example, they may paint, put up wallpaper, change or wax floors, or replace an old fridge.

Who is the affected tenant?

When a single apartment is concerned, the primary tenant is the "affected tenant." If a contract expires during the renovations but the tenant has the right to move back, no renovations may be performed beyond the original agreement between the landlord and the tenant.

- Changes to a single apartment must be approved by the tenant who lives there. For changes to common areas, such as laundry rooms, all tenants who use the facilities should be consulted.
- When changes concern a particular staircase, all tenants that use the staircase should be consulted.

Approval

The landlord must provide written notice to tenants who will be affected by renovations. There are no requirements concerning the content of the notice, but it is important that all tenants receive clear information about the extent of the renovations and the predicted effect on rent.

Tenant approval may be provided in person or on writing but written approval is recommended. With written approval, tenants and landlords can avoid future conflicts about what was actually agreed on.

Housing during renovations

The landlord is usually required to provide alternative housing during renovations. If the landlord terminates the contract due to renovations or demolition, the tenant may apply to the rent tribunal.

The tenant can be forced to move as long as it is not unreasonable for them. If the tenant can easily find a new apartment, or if the landlord can provide one for them, then the tenant must move. The replacement apartment should be comparable in terms of location, quality, etc. However, the cost of rent does not have to be the equivalent, meaning that the tenant may have to pay higher rent.

If you sign a special demolition contract, you have probably forfeited your security of tenure. In this case, the landlord is not required to provide a replacement apartment.

The tenant may stay in the apartment during renovations as long as it does not complicate or increase the cost of the process.

After renovations

The tenant should move back after renovations, if possible. If the rent tribunal is investigating a contract termination related to the renovations, the tribunal should also investigate whether the tenant has the right to move back and should help to resolve the issue.

Here are some suggested solutions:

- The old contract can be extended, with the exception that the tenant leaves the apartment during renovations.
- The landlord and tenant agree that tenant may rent an apartment in the building after it has been renovated.
- The landlord may state in writing that the tenant will be offered a renovated apartment before offers are made to anyone else.

If there are fewer apartments available after renovation, it is often the tenants who have lived there longest who have first priority to move back.

If tenants agree to either of the first two options, they should be aware that the new rent may be considerably higher than the old rent.

In case of disagreements

If the landlord does not receive approval from the tenants, they may apply for permission from the rent tribunal. Such an application must wait at least two months from the first time tenants are notified about the landlord's plans.

If the rent tribunal considers the landlord to have a “considerable interest” in performing the renovations, and that they are not unreasonable for the tenant, then the application is approved.

The rent tribunal considers the various reasons why the tenant does not want the renovations done. One such reason is that tenants prefer to preserve old furnishings that are in good shape. For example, kitchen appliances that function properly.

The tribunal can also consider the risk of considerable rent increases in its decision. The higher the expected rent increases, the more justification required from the landlord. The tribunal should consider whether it is expected that tenants can afford the higher rent caused by the renovations. However, the tribunal should not consider the individual tenant’s financial situation.

History shows that renovations opposed by tenants are almost always approved by the rent tribunal and Svea Court of Appeal. In practice, tenants have very limited influence in these matters.

Prohibition on unapproved renovations

The landlord is responsible for getting approval for planned renovations. If the landlord begins work without the required approval of tenants or the rent tribunal, the tenants can apply to the rent tribunal to request that the work be stopped.

The rent tribunal can forbid the landlord from continuing with renovations or even starting suspected renovations if the proper approval has not been obtained.

No rent increases for unapproved renovations

If the landlord renovates despite lacking approval from either the tenant or the rent tribunal, the changes should not affect the rent. There are two exceptions: five years after the renovations are completed, or if the apartment is later rented to a different tenant.