

HOUSING INFORMATION SESSION



TODAY'S TOPICS

1. STANDARD & SPECIAL WAYS OF CANCELLING A LEASE

2. DIPLOMATIC CLAUSE

3. LIBERATORY CLAUSE

4. SUBLET

1. STANDARD WAYS OF CANCELLING A LEASE

"Standard" cancellation

At least 3 months before the term of the lease; no penalty, no need to find a replacement tenant (example: lease starts 1st of November 2025 = at least 3 months before end of October 2026; by end of July 2026)

Early termination

By submitting a replacement tenant, one month notice, for the middle or the end of a month, no penalty. (example: application(s) to the lessor by 31.10.2025; free for the end of November 2025 - new lease for the new tenant = 1st of December 2025)

SPECIAL WAYS OF CANCELLING A LEASE

Diplomatic Clause

Likely to be included in the general conditions (example: notice to the lessor on the 14th of October 2025, exit inspection and keys given back end of November 2025, **still December, January and February rents to pay** – positive side: likely better than having to pay until next term)

Liberatory Clause

Has to be requested beforehand (example: notice to the lessor on the 14th of November 2025, free to go on 15th of February 2026; **staying in accommodation, no penalty**)

2. DIPLOMATIC CLAUSE

Extract of the General Conditions and Rental Rules and Practices applicable within the Canton of Geneva (this text is only available in French) (cf. article 56 or 59 for rental leases of apartments and article 36 or 48 for rental leases of houses – English translation).

- A. If the tenant or occupant of the accommodation specifically designated by the contract of lease, holding a legitimization card issued by the Federal Department of Foreign Affairs, whatever his nationality, is transferred from the canton of Geneva or Switzerland by his employer, he has the right, on presenting a document of proof from his employer, to cancel the contract of lease as from the end of the month following the one in which he claims the present clause.
- B. If the tenant or occupant of the accommodation specifically designated by the contract of lease, holding a legitimization card issued by the Federal Department of Foreign Affairs, who is a foreign national and who is not holding a visitor's permit or a residence permit in Switzerland in accordance with common law, is dismissed by his employer, he has the right, on presenting a document of proof from his employer, to cancel the contract of lease as from the end of the month following the one for which the dismissal is effective.
- C. In addition to the rent and the rental charges remaining due until the restitution of the premises for the expiry set forth in art. A and B, the tenant must pay compensation for early termination of the contract of lease equivalent to three months of rent and rental charges. The compensation shall however be reduced in relation to the effective loss of rent if the apartment (in the house) which has become vacant can be rented to a third party less than three months after its effective handover by the tenant.
- D. The tenant may not make use of the present diplomatic clause before the end of the first year of rental, all agreements to the contrary being reserved, in particular in the event of special installations carried out at the wish of the tenant or the occupant specifically designated by the contract of lease.

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- D. The tenant may not make use of the present diplomatic clause before the end of the first year of rental, all agreements to the contrary being reserved, in particular in the event of special installations carried out at the wish of the tenant or the occupant specifically designated by the contract of lease.

3. LIBERATORY CLAUSE

LIBERATORY CLAUSE

If the tenant, or the person mentioned in the lease contract, regardless of nationality, is being transferred out of Geneva Canton or Switzerland by its employer, is dismissed or his contract has expired, the tenant has the right, upon presentation of a supporting document from its employer, to execute an early termination of the lease, with a notice of three months for the 15th or the end of a month (except for December 31st), valid starting the start of the second rental year.

CLAUSE LIBÉRATOIRE

Si le locataire ou l'occupant désigné par le contrat de bail quelle que soit sa nationalité, est transféré hors du Canton de Genève ou de Suisse par son employeur, est licencié ou son contrat est arrivé à échéance, il a le droit, sur présentation d'une pièce justificative émanant de son employeur, de dénoncer le contrat de façon anticipée, avec un préavis de trois mois pour le 15 ou la fin d'un mois (sauf pour le 31 décembre), et ce, dès le début de la deuxième année de location.

DIPLOMATIC CLAUSE & LIBERATORY CLAUSE

DIPLOMATIC CLAUSE
(Should be) In Geneva's General Conditions
1 month notice
Need to find a solvent new tenant or...
3 months penalty risk

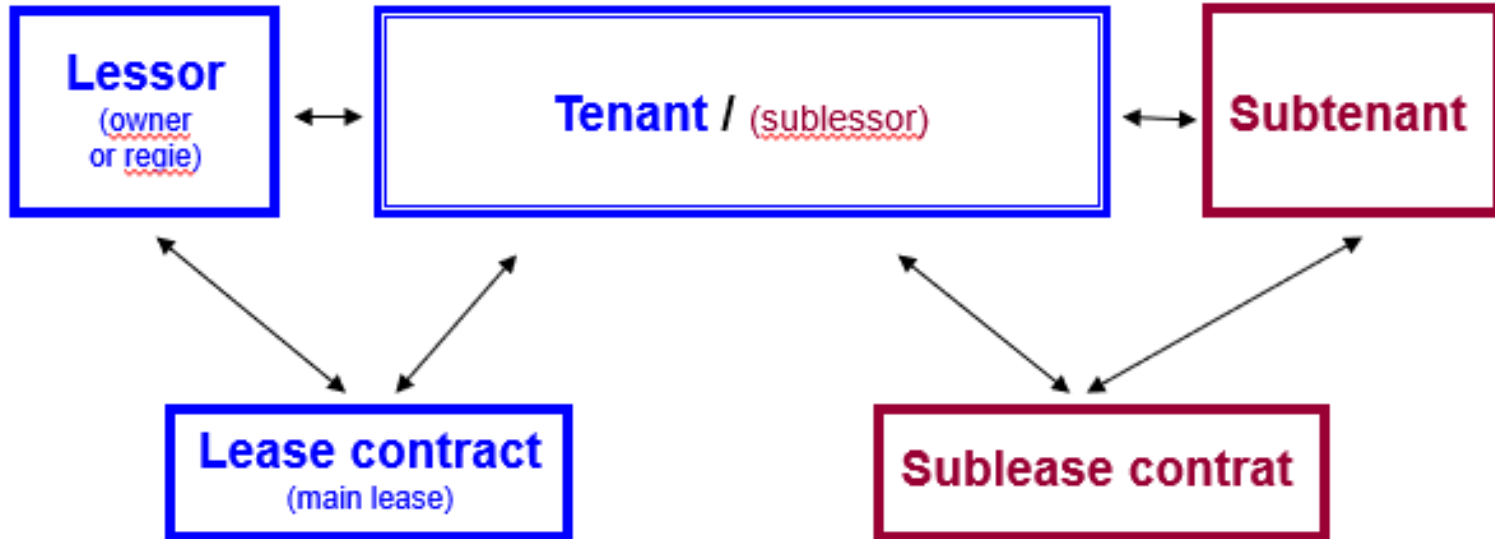
LIBERATORY CLAUSE
Upon request
3 months notice
No need to find a new tenant
No penalty

4. SUBLET

Sublease is legal (Article 262 CO), but...

- Owner has to be informed of the rental terms
- Not to make profit
- Principal tenant has real intention to come back
- Sublessor is solely responsible towards the lessor / *régie*

SUBLET



SUBLET

Same requirements or procedures from the subtenant as:

- Standard lease contract
- Salary statement
- Certificate of non-prosecution
- Contract of liability insurance
- Up to 3 months' rent guaranty or caution
- Use of the official forms (rent increase or cancellation)
- Respect of the cancellation notice

SUBLET

Main tenant/sublessor's advantages:

- Can keep the accommodation during a remote stay
- No need to move furniture and pay for storage

Main tenant/sublessor's risks:

- Subtenant doesn't pay the rent
- Subtenant doesn't respect the neighborhood and regulation
- Subtenant damages or steal furniture
- Subtenant remains in the accommodation after the agreed date

SUBLET

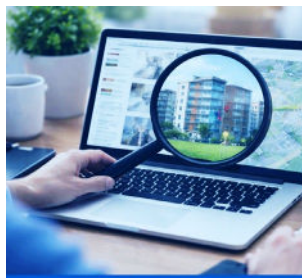
Subtenant's advantages:

- Usually for short term leases (cheaper than a hotel)
- No need to buy furniture and other items
- Conditions generally more flexible than with a régie

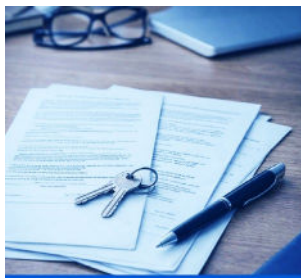
Subtenant's points to consider:

- Check that the sublessor is indeed the main tenant
- Never pay anything before visiting
- The beneficiary of the Swiss bank account must match the sublessor's identity
- Never pay the rent guaranty in cash or into the sublessor's account

HOUSING VIDEOS



Housing search



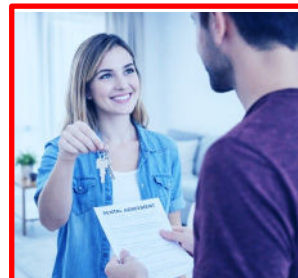
Lease contract types



Lessor & tenant's legal obligation



Entry inspection



Subletting

CENTRE D'ACCUEIL DE LA
GENÈVE INTERNATIONALE
INTERNATIONAL GENEVA
WELCOME CENTRE

HOUSING IN GENEVA



 **YouTube**
playlist



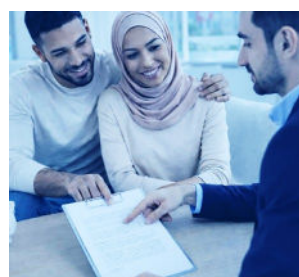
Lease cancellation



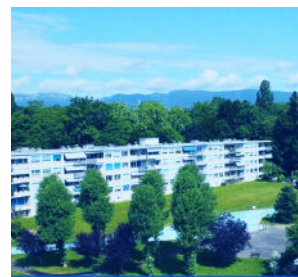
Diplomatic / liberatory clause



Exit inspection



 **Insurance**



 **Housing**

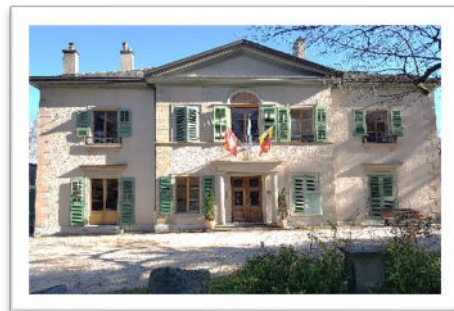
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