

Rights and Responsibilities of a tenant

In Finland a tenant has both rights and responsibilities.

The main responsibility of a tenant is the paying of rent. The method and date of payment should be noted in the lease agreement. The rent period is one calendar month and rent is paid on the second day of every month, unless agreed otherwise. A receipt should be received for the payment.

The tenant can use the apartment for living together with his/her spouse and children belonging to the family. Close relatives can also stay in the apartment if this does not cause any inconvenience to the landlord. At most, a half of the apartment can be sublet further, but only with the landlord's agreement.

The rules and regulations of the building have to be followed and the apartment has to be carefully maintained. If the tenant or another person staying in the apartment with the permission of the tenant deliberately or due to negligence causes any damage to the apartment, the tenant is responsible for compensation. Any damage has to be immediately reported to the landlord. The tenant is not responsible for normal wear of the apartment.

The landlord is to ensure an appropriate state of the apartment. According to the law it is possible to agree that the tenant answers for the maintenance of the apartment. If the tenant him/herself wants to make renovations to the apartment, these have to be agreed on with the landlord. Also, there should be an agreement in writing on how these renovations and repairs are taken into account in the rent.

The tenant must let the landlord into the apartment to verify its state and possible repair requirements. This should be done at an agreed time, which is convenient for both the tenant and the landlord. The tenant must also let the landlord show the apartment if it is to be sold or re-let. The landlord must, however, agree with the tenant on the times and dates. The landlord can only come into the apartment without permission if it is necessary for example to avoid a fire or damage due to flooding.

Tenancy agreement

The terms of the lease are specified in the tenancy agreement. It can include for example the length of the lease, rent and its future corrections. The tenancy agreement and changes to it should be done in writing. If the agreement is not in writing, it is in force for the time being.

In most cases the rent can be agreed on freely. In defining the rent of an "Aravavuokra" -apartment the rules defining the maximum level of rent has to be taken into account. Typically apartments owned by cities or municipalities are Aravavuokra-apartments.

Forms, approved by the Ministry of the Environment can be downloaded from the Internet: <http://www.ymparisto.fi/default.asp?node=11655&lan=fi>. The form includes main contractual clauses. It is for the benefit of both parties – the tenant and the landlord – to use a form that is based on the model.

By using the official form it can be ensured that the agreement includes all important points such as the rent, the method of payment and the duration of the lease, when it is a contract of definite duration. Other models can be used as well as long as both parties agree on the rental terms.

The duration of the tenancy agreement

The duration of the tenancy agreement can be freely agreed upon. The agreement is in force for the time being or for a definite duration. An agreement for a definite period binds both parties for the agreed time and it can only be discontinued in exceptional cases. The agreement ends automatically at the end of the period.

An agreement that is in force for the time being ends after a notice period given by either one of the parties. For the tenant the notice period is one month, which is always the month after the one during which the notice was given. For example if the notice is given on the 3rd of April, the months notice is that of May and hence the rent for the month of May has to be paid. For the landlord the notice period is three months if the tenancy has lasted for less than one year and six months for tenancies that have lasted for over one year.

Both types of contracts can be ended by canceling the agreement but only if both parties have the right to cancel the agreement. Situations in which the agreement can be cancelled have been listed in the law. The contract can also be ended by a mutual agreement, or when the apartment is destroyed or the officials forbid its use for an agreed purpose.

Rent

Rent is determined according to the agreement done by the tenant and the landlord. Also the rent increase has to be agreed on. To avoid unreasonable rent increases, it is recommended that increases are done in parts, so that the increase is not excessive in terms of the tenant's ability to pay.

Tenancy agreement, which is in force for the time being, can be ended in order to revise rental terms, which include the level or the determining of the rent. The landlord should, however, first negotiate with the tenant. If consensus cannot be reached the tenant will be informed under which conditions the agreement can remain in force.

It is possible to identify an index (the annual increase in the costs of living, defined by the government) into the tenancy agreement. This is a percentage increase, a level change or a change

depending on the maintenance charges, a combination of these or another way in which the level of rent is adjusted. How the rent is revised has to be agreed on by the tenant and the landlord. The landlord does not have a right to increase the rent one-sidedly, but the increase has to be based on the agreed method of rent increase.

According to the law the landlord can, however, increase a rent, which is under the definition of "aravavuokra" after a written notification. The increase can take force only during a rental period beginning in two months.

Rent guarantee

To guarantee the fulfillment of the conditions of the tenancy agreement the tenant can give a guarantee. For a tenancy an appropriate guarantee is at most three month's rent. The guarantee is agreed on between the tenant and the landlord.

When the guarantee is given, for what it can be used and when it is to be paid back should be agreed on. If the guarantee is money or a bank deposit also interest and to whom these belong to should be agreed on. Also the bank, to which the deposit has been made to, should be informed about the fact that this money is a guarantee.

Forehand rent/Rent deposit

Under special circumstances it is possible to pay rent forehand. This is to be agreed on when signing the contract. The deposit can be at most the rent of three months. If rent is paid forehand it should be agreed on how the deposit is taken into account during the tenancy.

Notice

Both the landlord and the tenant can give a dispossession notice **if the agreement is in force for the time being** and ends after a notice period. The notice period begins from the end of the calendar month during which the notice has been given, unless otherwise stated. For example if the notice is given on the 20th of February, the notice period begins in March.

The notice has to be always given in writing and with proof. The notice can be signed by the other party, or if the notice is sent by post it should be sent as registered mail. A traditional letter, email, a text message or a phone call is not valid way of giving a notice.

When the tenant gives a notice for an agreement that is in force for the time being, the notice does not have to be justified. The notice period is one month and cannot be extended.

When the landlord gives a dispossession notice for an agreement that is in force for the time being the written notice has to include the date in which the agreement ends and a justification for the notice. When the tenancy has lasted for a period longer than one year the notice period is 6 months. The notice period for a shorter tenancy is 3 months. These notice periods cannot be reduced, except if the arrangement benefits both parties.

An agreement of definite duration can only be terminated under special circumstances defined by the law. In some cases the agreement can only be terminated with the permission from the court. Special circumstance for the tenant includes his/her or a family member's illness or injury, a move to another region or another reason due to which it would be inordinate for the tenant to stay in the apartment until the end of the tenancy agreement.

Landlord can terminate an agreement of definite duration if he/she needs the apartment for personal use or for a family member and this information was not in his/her possession when the agreement was made or if, due to a reason comparable to the prior, it would be unreasonable for him to wait until the end of the tenancy agreement.

When giving one party the right to terminate the agreement, a court will also define the compensation to the other party. This compensation will cover the damage caused by the termination of the contract.

If the reason for the termination of the agreement is the aim to increase the rent to an unreasonably high level, or if the termination is unacceptable under the tenant's current situation or without reason, the tenant can ask the court to rule the annulling ineffective. Proceedings have to be taken during the three months following the notice. Alternatively, in this case the tenant can benefit from compensations.

If the termination of the tenancy is without reason the tenant can demand compensations for the costs occurring from the move and from getting a new apartment. In addition the tenant can receive, as compensation a sum equaling to no more than three month's rent for the trouble caused by the need to change apartments. The tenant can take proceedings during the 3 years following the end of the agreement.

Annulling of the tenancy agreement

The tenancy agreement can end immediately if one of the parties annuls it. Landlord can annul a contract, only in situations defined by the law which include the non-payment of rent for two months, recurrent delays in the payment of rent, if the apartment is not well taken care of, the rental agreement is transferred to someone else without permission or if neighbors are constantly being disturbed.

Landlord has to annul the agreement in writing. If the annulling is due to disturbances caused by the tenant, the tenant has to be given a written warning prior to the annulling. A written warning is not necessary for non-payment of rent, if the apartment is not well taken care of or the tenancy agreement is transferred to someone else without permission

The tenant can annul the agreement if there is apparent danger to the tenant's health from living in the apartment. Only the health inspector of the municipality or the city can define this danger. The tenant has the right to receive compensation for all damage caused by the annulling of the agreement, if the annulling is due to negligence by the landlord or it is the fault of the landlord.

If the apartment is destroyed or the officials forbid its use for an agreed purpose, the agreement is annulled automatically.

The date of the move and the change in the date

The date of the move is the first weekday following the end date of the tenancy agreement. The tenant can, however, demand a change to the date in a case where the landlord has annulled the agreement and the tenant is unable to find a new apartment before the due date. The move date can be postponed by one year at most. A demand for the change of the date has to be given to the court at least one month before the date.

The court cannot change the move date if the tenant has given the notice or annulled the contract, if the landlord has the right to annul the contract, if the agreement is for a defined period or if the change of the date is inconvenient for the landlord or someone else.

Subletting an apartment

Sublease is a situation where the tenant rents out a part of the apartment the tenant has rented for his/her own use, a shareholder rents out a part of his/her apartment in which he/she lives or when a part of a one family home with two apartments is rented out and the owner lives in the other part.

In a sublease the notice period for the one leasing out is three months if the sublease has lasted for less than one year and one month otherwise. The notice period of a subtenant is at most 14 days. The notice period for the person leasing cannot be shortened nor that of the subtenant extended.

Re-renting an apartment

When a tenant, under the permission of the landlord re-rents the whole apartment the second tenant has the same right as the first tenant. The landlord can cancel the contract if the agreed use of the apartment changes.

Dwelling provided by the employer

When an apartment is rented out on the bases of employment, the dwelling is provided by the employer. For the landlord the notice periods vary from 1 and 3 months to 6 months, depending on the duration of the employment and the reasons for ending the employment. Notice period is longer depending on the length of the employment.

For the tenant the end date of the lease is the end date of employment or 14 days after the notice for the termination of the employment. The agreement for a dwelling provided by the employer can be ended when the employment is ended.

Also a temporary tenancy agreement can be terminated due to the end of employment. For an agreement of a defined period the notice period for the tenant is one month.

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