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TENLAW: Tenancy Law and Housing Policy in Multi-level Europe

Tenant's Rights Brochure for

GREECE

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Tenant's Rights Brochure Questionnaire

GREECE

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1. Introductory information

- Give a very brief introduction on the national rental market (MAX 2 Pages)
 - Current supply and demand situation

According to the 2001 national Census data, 723.346 Greek households, corresponding to 19,8 % of the total Greek households lived in rented dwellings. Moreover, according to the same data 4,53 % of all dwellings were found vacant and available for rent. As well as that, according to journalistic sources of 2012, 160.000 new built (after 2006) dwellings were vacant whereas according to a survey conducted by a private statistical company in 2014, 10,4% of apartments and 9,4 % of single houses are vacant and available for rent.

Based on the above, we can arrive to the conclusion that no actual problem in this field can be reported. The above is confirmed by common day experience.

- Main current problems of the national rental market from the perspective of tenants.

There are no specific problems of Greek national rental market from the perspective of tenants that can be reported.

- Significance of different forms of rental tenure
 - Private renting

Private renting is the only possibility within Greece as Greek law does not provide for any possibility of housing with a public task in the rental sector.

- “Housing with a public task” (e.g. dwellings offered by housing associations, public bodies etc)

Greek law does not provide for any housing with a public task.

- Some general recommendations to foreigners on how to find a rental home (including any specificities with respect to the position of foreigners on the national rental market)

Greek experience does not reveal any major difficulties as to foreigners' attempt to find a rental home, provided that such persons are equipped with the necessary residence permits (non-EU citizens). Therefore, foreigners should act the same way as a national, i.e. by checking the ads published in newspapers and on the internet, as well as address a professional real estate agent. Finally, despite the fact that most of Greek households do have a member who could communicate in English, it is, nevertheless, advisable for a foreigner who does not speak Greek to ask a native speaker to come along to the viewing of the dwelling in order to facilitate communication.

- Main problems and “traps” (circa 5) in tenancy law from the perspective of tenants

The only “major” problem which could be reported in this respect would be the fact that under Greek law, the conclusion of an open ended contract is considered as valid. Therefore, landlord may terminate the tenancy without any justification in relatively short notice periods.

- Compile a very brief section of “*Important legal terms related to tenancy law*” by quoting their original in the national language (MAX 1 Page; if relevant, e.g. for States using Cyrillic characters, please add a transliterated Latin character version of these terms)

Greek	Translation into English
Μίσθωση (Misthosi)	Tenancy
Εκμισθωτής (Ekmisthotis)	Landlord
Ιδιοκτήτης (Idioktitis)	Owner
Μισθωτής (Misthotis)	Tenant
Μίσθιο (Misthio)	Dwelling
Μίσθωμα (Misthoma)	Rent
Μίσθωση ορίστου χρόνου (Misthosi aoristou xronou)	Open ended tenancy
Μίσθωση ορισμένου χρόνου (Misthosi orismenou xronou)	Tenancy for a fixed time
Εγγύηση (Egiissi)	Security Deposit
Καταγγελία (Katagelia)	Termination
Ελάττωμα (Elatoma)	Defect
Υπομίσθωση (Ipomisthosi)	Sublease/subletting

2. Looking for a place to live

2.1. Rights of the prospective tenant

- What bases for discrimination in the selection of tenants are allowed/prohibited? What about, for example, status as a foreigner, student, unmarried partner, or person with a short-term work contract?

Greek Law lacks of any modernised national antidiscrimination legislation. The only relevant provisions are found within Law 729/1979, which only describes criminal offenses related to discriminative actions. As a matter of fact, and due to the explicit European law obligation of Greece to transfer into national law the relevant EU directives, the establishment of national administration legislation has recently provoked sever political debate. During 2013, Greek government has unsuccessfully attempted twice to pass through the parliament such measures, while the competent Minister has recently announced that this is one of his main priorities.

Thus, the only relevant legislation which comes into play in this respect would be art. 5 (2) of the Greek constitution, which explicitly prohibits every discrimination based on nationality, language as well as religious or political beliefs.

It is clear that any restrictions on the choice of tenant, which would be the result of such discrimination practices, would be absolutely null, as it would directly violate the Constitution. However, as far as the tenancy law field is concerned, no such cases have ever been reported.

- What kinds of questions by the landlord are allowed (e.g. on sexual orientation, intention to have children etc)? If a prohibited question is asked, does the tenant have the right to lie?

Greek law does not provide for any specific questions that a landlord is allowed or prohibited to make to a potential tenant. Every question which could provoke the disclosure of tenant's personal data should be deemed unlawful.

- Is a "reservation fee" usual and legal (i.e. money charged by the landlord to allow the prospective tenant to participate in the selection process)?

Greek law does not provide for any reservation fee charged by the landlord to allow the prospective tenant to participate in the selection process. On top of that, Greek rental market does not show any examples of such practices.

- What kinds of checks on the personal and financial status of the tenant are usual and legal (e.g. the landlord requiring an independent credit report)?

There is no regulation providing any lawful check on the personal and financial status of a potential tenant that the landlord could betake to. Any such check, including the provision of a salary statement, would rely on the tenant's willingness to provide such data. On the contrary, if the landlord achieves by any means to gather such information, this action would directly violate the provisions of Law no 2472/1997 on the protection of personal data, and would attract civil and criminal liability. Moreover, no kind of credit reference agencies accessible by private individuals operate within the Greek territory.

The only lawful procedure that could be undertaken in order for a person to have access to another's tax declaration would be through a special order issued by the public prosecutor. However, in cases where the reason of access pertains to landlord's intent to conclude a tenancy contract, such an order would not be issued due to lack of legal interest of the part of landlord.

- What is the role of estate agents in assisting the tenant in the search for housing? Are there other bodies or institutions assisting the tenant in the search for housing?

Pursuant to the provision of art. 197 Law 4072/2012, which regulates the profession of a real estate agent, the main service a real estate agent provides, consists to the suggestion of opportunities, or the intervention for the conclusion of contracts on real estates, and especially of sales, exchanges, tenancies, leasing etc.

Thus, real estate agents undertake the obligation, on behalf of the landlord, to find a potential tenant, and to subsequently conclude the tenancy agreement on the basis of the mandate they have received by their client. In this respect, estate agents usually post ads informing the potential agents that a specific dwelling is available for rent, present the dwelling to the interested persons, give information on its facilities, negotiate the amount of the rent – in accordance with landlord's will – and bring the parties in contact in order for the tenancy contract to be concluded.

Finally, there are no specific bodies or institution assisting the tenant in the search of housing.

- Are there any accessible “blacklists” (or equivalent mechanisms) of bad landlords/tenants? Is there a system for rating and labelling preferred landlords/tenants?

Greek Law does not provide for any “blacklists” or equivalent mechanisms of bad landlords/tenants. Moreover, there is no system for rating and labelling preferred landlords/tenants.

2.2. The rental agreement

- What are the requirements for a valid conclusion of a rental contract (is written form necessary; is registration necessary and if yes, what kinds of fees apply lawfully)?

Pursuant to Greek tenancy law, the conclusion of a tenancy contract doesn't require any special form. Thus, tenancy contract, being a non-formal contract, can be validly concluded either in writing or orally, even tacitly, irrespectively of whether it refers to a movable or an immovable. However, pursuant to the provision of article 77 (1) of Law 2238/1994 “on the Tax Income Code”, private written tenancy contracts should be submitted with the competent tax authority within one month from their conclusion, either by the landlord or by the tenant. It should be noted that no special fee applies for above registration.

- What is the mandatory content of a contract?
 - Which data and information must be contained in a contract?

As already explained hereinabove, tenancy contracts are non-formal contracts, and, therefore, can be concluded orally or even tacitly. Accordingly there are no mandatory minimum requirements that have to be **stated** in a tenancy contract.

Nevertheless, regarding the **essential elements** that a contract is required to include, in order to be qualified as a tenancy contract, these are the following:

1. Leasehold: The object of a tenancy contract is to hand over the use of a thing, which is defined as the “leasehold”. The notion of a thing, provided by pertains to every corporeal, impersonal, self-existent object susceptible of human appropriation. Finally, part of the dwelling can also be the object of a tenancy contract.

2. Rent: Rent is the consideration owed by the tenant for the handover of the use of the dwelling by the landlord. Rent usually consists to an amount of money; however, it can also, either totally or partially, be agreed to a non-pecuniary performance.

3. Agreement to hand over the use: Such an agreement is the last essential element of a tenancy contract and distinguishes the latter from similar contracts.

- Duration: open-ended vs. time limited contracts (if legal, under what conditions?)

The Parties to a tenancy contract enjoy absolute freedom in terms of stipulating the duration of the tenancy contract they conclude. Therefore, both an open-ended as well as a limited - even in miniscule time - contract would be conceivable under Greek law.

- Which indications regarding the rent payment must be contained in the contract?

Regarding rent payment, the Parties are free to agree upon when rent is due. According to Greek law, in case of absence of such agreement, then the usual terms come into force, which are considered as the terms imposed by the local usages of transactions. According to usual practice in case of tenancies of immovable, rent is paid in advance and on a monthly basis. Finally, if such local usages do not exist, then rent is paid upon expiry of the contract.

- Repairs, furnishings, and other usual content of importance to tenant
 - Is it legal for the landlord to shift the costs for certain kinds of repairs (if yes, which?) to the tenant?

Landlord’s main obligation deriving from the tenancy contract is to hand over the use of the dwelling to the tenant. Moreover, landlord’s obligation to maintain the dwelling appropriate for the agreed use makes explicitly part of the above main obligation. It clearly derives from the above that landlord is responsible for all kind of maintenance works and repairs that are essential in order for the dwelling to be maintained appropriate for the agreed use.

Art. 591 GCC regulates tenant’s rights towards landlord related to expenses of the dwelling born by the latter. Thus, expenses are distinguished

to the essential and the profitable ones. Regarding essential expenses, these are defined as the expenses which have to be made in order for the dwelling to be maintained appropriate for the agreed use. Pursuant to the provision of art. 591 (1) GCC, tenant has a direct claim against landlord to pay off every expense was born by him, provided that it falls under the notion of essential expenses.

Nevertheless, it is accepted that tenant has the above claim only if he proceeded to the expenses in order to avoid essential, direct and forthcoming danger which could destroy or deteriorate the dwelling. On the contrary, if the repair does not need to be performed immediately, tenant's claim is lawful only upon relevant notice to the landlord.

Regarding "profitable expenses", these are considered the expenses which somehow augment the value of the dwelling. According to the provision of art. 591 (2) GCC, such expenses can be claimed by landlord following the provisions on "management of another's affairs (in Greek: «Διοίκηση Αλλοτρίων»)" (736-737 GCC). Therefore, such expenses may be reimbursed, only if tenant proceeded based on the real or presumed will of the landlord.

However, given that pursuant to the provision of art. 592 GCC, tenant is not liable for damages or alterations that result from the agreed use of the dwelling, it derives *a contrario*, that landlord should not be held liable for repairs due to improper use of the tenant. Therefore, such maintenance works and repairs can be lawfully assigned to the tenant.

- Is the landlord or the tenant expected to provide furnishings and/or major appliances?

The Parties are free to agree upon who is expected to provide furnishings and major appliances. According to the vast majority of Greek tenancies, tenant is usually the party who brings in furnishings.

- Is the tenant advised to have an inventory made so as to avoid future liability for losses and deteriorations (especially in the case of a furnished dwelling)?

It is highly advisable that tenant has an inventory made in order to avoid future liability.

- Any other usual contractual clauses of relevance to the tenant
- Parties to the contract
 - Which persons, though not mentioned in the contract, are allowed to move into the apartment together with the tenant (partner, children etc.)?

Pursuant to the provisions of art. 1386 and 1389 GCC, the spouses have the reciprocal obligation to cohabit as well as to contribute jointly to the needs of the family. The question which inevitably arises is whether above obligations also include the obligation of the spouse-tenant to concede to the other spouse the co-use of the dwelling. According to the principle of good faith in the execution of obligations (art. 288 GCC), the tenant is entitled with the right to house in the dwelling his close relatives, except if the tenancy

contract explicitly stipulates that such an action is forbidden. However, in such cases, due to the advanced social protection reserved to the institution of the family by constitutional provisions of law (art. 21 of the Greek Constitution), it should be accepted that if the tenant-spouse houses his family, despite the explicit contractual prohibition, such action would not constitute a breach of the contract.

- Is the tenant obligated to occupy the dwelling (i.e. to use as tenant's primary home)?

Greek Law does not provide for any explicit obligation of the tenant to take over and make real use of the dwelling. Thus, tenant who does not take over or use the dwelling is not found in default; nevertheless, he remains liable to pay the agreed rent.

However, such an obligation could, either explicitly or even tacitly, emanate from the contracting parties' agreement. For example, in cases where the dwelling is damaged due the fact that it is not being used, tenant should be considered as having the obligation to live in the dwelling. In addition to this, the obligation in question may also result from the application of the general clause of good faith, when non-use of the dwelling deteriorates its rental value. Thus, it has been decided that such cases fall under the notion of bad use of the dwelling, attracting tenant's relevant liability

- Is a change of parties legal in the following cases?
 - divorce (and equivalents such as separation of non-married and same sex couples);

Separation

In case of separation of a married couple, the court may concede the exclusive use of the dwelling used as the primary family residence, or part of it, to one of the spouses, independently of who the owner is or of who is entitled with the right to use the dwelling towards its owner. Evidently, problems arise when the court decides to concede the use of the family dwelling to the spouse who was not the contracting party to the tenancy agreement.

It should be firstly noted that even after such a judgment, there is no alteration as to the parties of the contract, which is still valid between the landlord and the initial tenant. Thus, the initial tenant remains liable towards the landlord for the execution of his obligations deriving from the tenancy contract. The tenant is also entitled with the right to terminate the contract upon expiry or to deny its renewal. In such a case, the contract would be validly dissolved, and the spouse, to whom the court judgment conceded the use, should be liable to return the dwelling. However, the latter would most probably have a tort claim against the spouse-tenant, provided that the conditions of tort liability apply.

Divorce

Nevertheless, when the marriage is irrevocably dissolved by a divorce court judgment the reciprocal obligations of spouses for cohabitation and joint

contribution to the family needs cease to exist. Therefore, the spouse-tenant is entitled with the right to demand the dwelling from the spouse to whom the use of the family residence was conceded.

- apartments shared among students (in particular: may a student moving out be replaced without permission of the landlord);

Greek law does not provide for any possibility that the student/tenant moving out is replaced by another, without relevant permission of the landlord. However, this could be the object of an agreement between the contracting parties.

- death of tenant;

In case of death of tenant, the rights and obligations deriving from the tenancy contract are inherited to the tenant's heirs, who are subrogated thereto. However, tenant's heirs are afforded with the right to validly terminate the contract, irrespective of any contractually fixed term.

- bankruptcy of the landlord;

Bankruptcy of the landlord has no effect whatsoever to the tenancy, which continuous to be valid.

- Subletting: Under what conditions is subletting allowed? How can an abuse of subletting (when the tenant is offered not an ordinary lease contract but only a sublease contract) be counteracted?

The point of reference regarding subletting possibilities relies on the will of the contracting parties. Thus, subletting is freely allowed in the absence of an opposite agreement. It is, however, clear that in case of subletting, the initial lessor remains liable towards the landlord, for the sub-tenant's fault. Greek practice does not show any examples of abusive subletting.

- Does the contract bind the new owner in the case of sale of the premises?

The point of reference as to the legal consequences of the alienation of ownership over the contract in force, is whether the latter can be proved by a "*document of certified date*".

1. Cases where the tenancy is proved by a document of certified date.

Tenant is protected against the new owner of the dwelling, who is subrogated to the rights and obligation of the former owner, under the condition that the contract is proved by a document of certified date. In particular, the above apply under the following conditions:

- i. The tenancy contract should be valid and the landlord should be the real owner of the dwelling when the contract was concluded. Thus, if the landlord was not the real owner, the subsequent sale of the immovable from the real owner does not fall into art. 614 GCC scope of

application and the new owner is not subrogated to the rights and obligations of the landlord. Therefore, subtenant is not protected if the landlord sales the dwelling.

- ii. The above provision applies only to leases of immovable things.
- iii. The contract should be proved by a document, which bears a certified date either at the time of the conclusion of the contract, or even after. However, the document should have acquired a certified date **before the transfer of the ownership**. As to the notion of documents with “certified date”, these are the “public documents”, as well as private documents which are somehow certified by a public authority (e.g. a notary public, tax registry etc.)
- iv. The transfer of the ownership should take place after the conclusion of the contract and during its validity.
- v. The parties should not have agreed on the contrary

2. Cases where the tenancy is not proved by a document of certified date

If the tenancy is not proved by a document with a certified date, the new owner is entitled with the right to terminate the contract

- **Costs and Utility Charges**

- What is the relevant legal regulation of utilities (i.e. the supply of water, heating and electricity)? Must the landlord or the tenant conclude the contracts for provision of utilities?

Contracts of supply are concluded either by the tenant or by the landlord. However it is highly advisable that tenant concludes such contracts, in order for landlord not to be held liable towards the supplier in case of tenant's insolvency.

- Which utilities may be charged from the tenant by the landlord? What is the standard practice?

The question of distribution among the parties is subject to their will, as there is no specific regulation in this respect. However, it is accepted that utilities belong to the “expenses for the use” of the dwelling, which, under the principle of good faith, should be borne by the tenant.

Standard practice reveals that utilities are paid by tenants. The vast majority of tenancy contracts include a relevant term.

- Is the tenant responsible for taxes levied by local municipalities for the provision of public services (e.g. for waste collection or road repair)?

According to Greek law, landlord is liable for any kind of taxes imposed on the dwelling. However, the Parties may agree to the contrary.

- Is it lawful to shift condominium costs, and if yes, which ones, onto the tenant (e.g. housekeeping costs)?

Shifting condominium costs onto the tenant is absolutely lawful under Greek law as practice shows that the above constitutes a common and usual contractual agreement of the Parties.

- Deposits and additional guarantees

- What is the usual and lawful amount of a deposit?

There is no regulation regarding the lawful amount of a deposit, and, consequently, the latter is fixed upon the contracting parties' agreement. It usually amounts to one or two monthly rents

- How does the landlord have to manage the deposit (e.g. special account; interests owed to the tenant)?

There is no special regulation obliging the landlord to hold a special account for the deposit, although, the contracting parties can freely agree to such an action. Nevertheless, it is considerably rare, especially in cases of residential tenancies that the tenant requires from the landlord to create a special account only for the purposes of the deposit. On the contrary, tenant usually credits the agreed amount to the landlord's bank account, with the special reference that the deposited amount corresponds to the agreed guarantee deposit.

- Are additional guarantees or a personal guarantor usual and lawful?

Although additional guarantees or a personal guarantor should be deemed lawful under Greek law, common day practice reveals that such practices are not usual in residential tenancies.

- What kinds of expenses are covered by the guarantee/ the guarantor?

Deposit is mainly purposed to cover any damages that occur to the dwelling and which lie beyond to common usage. As well as that, landlord very often covers unpaid expenses for utilities which were to be borne by the tenant (such as water and electricity supply etc.). Finally, landlord may cover every monetary claim he may be entitled to against the tenant, and which derive from the tenancy contract

3. During the tenancy

3.1. Tenant's rights

- Defects and disturbances

- Which defects and disturbances are legally relevant (e.g. mould and humidity in the dwelling; exposure to noise e.g. from a building site in front of the dwelling; noisy neighbours; occupation by third parties)?

Greek law distinguishes between real and legal defects of the dwelling, as well as absence of agreed qualities of the dwelling.

Therefore, every defect which partially or totally obstructs the agreed use of the thing by the lessee is considered to be a real defect. The main characteristic of the real defect is the thing's incompleteness regarding its nature, and which has a negative effect to the value or the usefulness of the thing. In order to ascertain whether a thing is defective or not, reference should be made to every specific contract; the specific will of the parties i.e. "as what" or "for what purpose" was the thing leased, plays crucial role.

Furthermore, the notion of quality of the dwelling pertains to every characteristic which refers either to its natural standing or to its legal, real or economic relations. Consequently, 'agreed quality' is every such quality, the existence of which is not only agreed between the parties, but for which the landlord also guarantees. The agreement as to the existence of such quality should be part of the contract

Finally, the dwelling should be free from any legal defects that could obstruct the agreed use. It is to be noted that in relation to legal defects it is not sufficient for a third party to have a right over the leased thing, as is the case in the contract of sale. It is, on top of that, necessary that said right renders the agreed use partially or totally impossible.

According to Greek courts, defects such as mould and humidity should be considered as real defects. As well as that, defects that are not related to the dwelling itself, but refer to its external space, such as exposure to noise, smoke or stink are considered as real defects of the dwelling. Moreover, damages caused to the dwelling from third parties should also be considered as a real defect of the dwelling, as such damages hinder the tenant from enjoying the agreed use of the dwelling

- What are the tenant's remedies against the landlord and/or third parties in such situations (e.g. unilateral rent reduction vs. rent reduction to be allowed by court; damages; "right to cure" = the landlord's right to repair the defect; the tenant first repairs the defect and then claims the costs from the landlord)

Greek law affords the tenant with the following rights in case of a defective dwelling:

1. Right to cure the defect: Tenant is entitled with the right to claim the cure of the defect, or the remedy of the agreed quality. Above right reflects tenant's principal claim for handover of the dwelling proper for the agreed use. If landlord is found in default in curing the defect or remedying the agreed quality, tenant may deny paying the rent till landlord fulfills his obligation (374 GCC). Alternatively tenant may

proceed himself with curing the defect or remedying the agreed quality and claim expenses occurred

2. Right to lower or deny payment of the rent: To what regards the rent deduction level, this should be calculated according to the level of the use disturbance caused from the defect. Thus, after taking into consideration the agreed rent, a comparison between the values of the defective dwelling, and of the dwelling without the defect should be made. On the other hand, non-payment of rent presupposes the use of the dwelling is completely impeded.
3. Compensation: Such right aims at bringing the tenant to the position he would have been if the dwelling was not defective, and covers tenant's damage which is causally connected with the defect, as well as further damage caused to tenant's goods due to the defect.
4. Tenant may terminate the contract.

- Repairs of the dwelling

- Which kinds of repairs is the landlord obliged to carry out?

Landlord's main obligation deriving from the tenancy contract is to hand over the use of the dwelling to the tenant. Moreover, landlord's obligation to maintain the dwelling appropriate for the agreed use makes explicitly part of the above main obligation. It clearly derives from the above that landlord is responsible for all kind of maintenance works and repairs that are essential in order for the dwelling to be maintained appropriate for the agreed use.

- Does a tenant have the right to make repairs at his own expense and then deduct the repair costs from the rent payment?

Art. 591 GCC regulates tenant's rights towards landlord related to expenses of the dwelling born by the latter. Thus, expenses are distinguished to the essential and the profitable ones. Regarding essential expenses, these are defined as the expenses which have to be made in order for the dwelling to be maintained appropriate for the agreed use. Pursuant to the provision of art. 591 (1) GCC, tenant has a direct claim against landlord to pay off every expense was born by him, provided that it falls under the notion of essential expenses.

Nevertheless, it is accepted that tenant has the above claim only if he proceeded to the expenses in order to avoid essential, direct and forthcoming danger which could destroy or deteriorate the dwelling. On the contrary, if the repair does not need to be performed immediately, tenant's claim is lawful only upon relevant notice to the landlord.

- Alterations of the dwelling

- Is the tenant allowed to make other changes to the dwelling?

As a general rule, it should be noted that tenant is responsible for making good and diligent use of the dwelling, as well for returning it in the

same condition he received it. On top of that, there is no special regulation prohibiting tenant to make objective improvements to the dwelling. Therefore, the point of reference as to the changes or alterations that the tenant is allowed to make should be seen in correlation with the dwelling's agreed use.

- In particular, adaptations for disability (e.g. building an elevator, ensuring access for wheelchairs etc.)

If it was agreed that the dwelling would be used as a handicap's residence, it is obvious that tenant would not only be allowed to build a special elevator, but he would also be entitled with the right to claim relevant expenses from landlord

- Affixing antennas and dishes

Affixing antennas should also be considered as an allowed alteration for a residential dwelling.

- Repainting and drilling the walls (to hang pictures etc.)

Repainting and drilling the walls in order to hang pictures, should be considered as allowed alterations. However, tenant should be considered liable for reinstating the dwelling in the condition he received it.

- Uses of the dwelling

The point of reference as to the allowed uses of the dwelling relies upon the contracting parties will.

- Are the following uses allowed or prohibited?

- keeping domestic animals

Provided that no agreement to the contrary has been made between the Parties, then keeping domestic animals should be considered as an allowed use. However, special attention should be drawn to the statutes of the condominium, which may prohibit such use.

- producing smells

Producing smells should be considered as a prohibited use of the dwelling if such smells disturbs the respective use of neighbouring dwellings.

- receiving guests over night

Receiving guests over night should be considered as a prohibited uses of the dwelling if such practices disturb the respective use of neighbouring dwellings.

- fixing pamphlets outside

Reference should be made to the contracting parties' agreement.

- small-scale commercial activity

If the tenancy is concluded exclusively for residential purposes, then even small-scale commercial activity should be considered prohibited.

3.2. Landlord's rights

- Is there any form of rent control (restrictions of the rent a landlord may charge)?

Greek law does not provide for any form of rent control.

- Rent and the implementation of rent increases
 - When is a rent increase legal? In particular:
 - Are there restrictions on how many times the rent may be increased in a certain period?

Greek law does not provide for any restrictions on how many times the rent may be increased in a certain period.

- Is there a possible cap or ceiling (fixed by statute or jurisprudence) which determines the maximum rent that may be charged lawfully?

Greek law does not provide for any cap or ceiling which determines the maximum rent that may be charged lawfully.

- What is the procedure to be followed for rent increases? To what extent can the tenant object to a rent increase?

There is no special procedure to be followed for rent increases.

- Entering the premises and related issues
 - Under what conditions may the landlord enter the premises?

The principle of good faith imposes some ancillary obligations on the part of the tenant. Thus, it is accepted that tenant is obliged to tolerate landlord's visits to dwelling. However, the purpose of such visits should be strictly delimited to the ones that are absolutely essential. Thus, according to the jurisprudence, tenant bears the obligation to tolerate landlord entering the premises, if such visits are deemed essential for confirming the existence of a defect or any kind of mal-function of the dwelling, in order to find out whether tenant makes good use of the dwelling and in order for a new potential buyer or tenant to be able to examine the dwelling

- Is the landlord allowed to keep a set of keys to the rented apartment?

There is no special provision of law regulating the question of whether landlord is allowed to keep a set of keys of the rented apartment. Thus, such an issue relies upon the free will of the contracting parties

- Can the landlord legally lock a tenant out of the rented premises, e.g. for not paying rent?

Under no circumstances may landlord lock a tenant out of the rented premises for not paying the rent. Such an action would directly violate the law and constitutes the offense provided by 331 of the Greek Penal Code. Landlord should address the competent judicial authorities in order to enforce his claims against tenant.

- Can the landlord legally take or seize a tenant's personal

property in the rented dwelling, in particular in the case of rent arrears?

Greek law does not provide for any statutory right of the landlord to take or seize tenant's personal property in case of rent arrears.

4. Ending the tenancy

4.1. Termination by the tenant

- Open ended contract (if existing): under what conditions and in what form may the tenant terminate the tenancy?

In case of open ended contracts tenant may freely terminate the tenancy by giving an ordinary notice respecting the following deadlines:

1. Five days prior notice in case of tenancies fixed per week.
2. Fifteen days prior notice in case of tenancies fixed per month.
3. Three months prior notice for all other cases.

- Under what circumstances may a tenant terminate a tenancy before the end of the rental term (e.g. unbearable neighbours; bad state of dwelling; moving for professional reasons)?

The cases where a tenant may terminate a tenancy before the end of the rental term are the following:

1. Termination due to non-delivery of the use (The existence of real or legal defects of the dwelling is included in this case).
2. Termination due to risk of tenant's health.
3. Termination due to transfer of public servants.

- May the tenant leave before the end of the rental term if he or she finds a suitable replacement tenant?

Greek law does not provide for such a right of the tenant, however, this could be validly agreed between the contracting parties.

4.2. Termination by the landlord

- Open ended contract (if existing): under what conditions and in what form may the landlord terminate the tenancy (= eviction) (e.g. the landlord needs the house for himself or wants to renovate and use it differently in the future)?

In the event of an open ended contract, landlord may terminate the tenancy contract under the same conditions as the tenant. Therefore, landlord should give termination notice respecting the following deadlines:

1. Five days prior notice in case of tenancies fixed per week.
2. Fifteen days prior notice in case of tenancies fixed per month.

3. Three months prior notice for all other cases.

- Must the landlord resort to court?

If tenant denies to return the dwelling in case of an open-ended contract and despite the fact that landlord has given a proper notice, then the latter should file an action asking for the return of the dwelling.

- Are there any defences available for the tenant against an eviction?

Greek law does not provide for any special defences in favour of the tenant against an action for eviction. Tenant may only question the facts of each case and the relevant termination notice. However, no social statutory restrictions whatsoever in favour of certain types of tenants apply.

- Under what circumstances may the landlord terminate a tenancy before the end of the rental term?

Landlord may terminate the tenancy before the end of the rental term in the following cases:

1. In case tenant makes bad use of the dwelling.
2. In case tenant owes rents in arrears.

- What happens if the tenant does not leave after the regular end of the tenancy or does not hand in (all) the keys of the dwelling?

If tenant does not leave after the regular end of the tenancy, then the tenancy, provided that landlord consents to the tenant's stay, is renewed for an indefinite period of time. However, if landlord opposes thereto and asks for the return of the dwelling, then tenant is subject to an eviction action.

4.3. Return of the deposit

- Within what timeframe and under what conditions does the landlord have to return the tenant's security deposit?

Landlord is obliged to return the tenant's security deposit when he regains possession of the dwelling and provided that he has no claim against the tenant deriving from the tenancy contract and which can be lawfully covered by the deposit.

- What deductions can the landlord make from the security deposit?

Security deposit is mainly purposed to cover any damages that occur to the dwelling and which lie beyond to common usage. As well as that, landlord very often covers unpaid expenses for utilities which were to be borne by the tenant (such as water and electricity supply etc.). Finally, landlord may cover every monetary claim he may be entitled to against the tenant, and which derive from the tenancy contract

- In the case of a furnished dwelling: may the landlord make a deduction for damages due to the ordinary use of furniture?

In case of a furnished dwelling, landlord should not be entitled to make a deduction for damages, if such damages result from the ordinary use of the furniture.

4.4. Adjudicating a dispute

- In what forum are tenancy cases typically adjudicated?
 - Are there specialized courts for adjudication of tenancy disputes?

Greek procedural law does not provide for specialized courts for adjudication of tenancy disputes. Therefore, the Court of Peace is competent for adjudicating tenancy disputes when the monthly rent does not exceed the amount of 600 €, whereas the Single-Member Court of First Instance is competent for the rest of disputes related to tenancies. However, both of the above Courts should follow a special procedure which exclusively applies to tenancy law disputes.

- Is an accelerated form of procedure used for the adjudication of tenancy cases?

The only case of an accelerated form of procedure known in Greek law is the one of an ex parte eviction order issued in cases where tenant owes rent in arrears.

- Is conciliation, mediation or some other form of alternative dispute resolution available or even compulsory?

Conciliation, mediation as well as arbitration are well-known alternative dispute resolution methods within Greek law. However, they are very rarely used in residential tenancy cases.

5. Additional information

- How does a prospective tenant proceed in order to get social or subsidized housing (e.g. dwellings offered by housing associations, municipalities, public bodies etc.) or housing allowances?

Greek law does not provide for any social subsidized housing possibilities in the rental sector.

- Is any kind of insurance recommendable to a tenant?

It should be in the first place cited that there is no provision of Greek Law which imposes an obligation whatsoever either to the owner or to the tenant of a dwelling to conclude insurance contract in respect to the dwelling. The conclusion of such a contract is, therefore, subject to the personal will of the interested person. The dangers that are most commonly insured regarding the buildings are against fire and other natural catastrophes such as earthquake, flood etc., while third party liability insurance of the tenant is not that commonly used. Finally, it should be noted that tenancy contract is permitted to contain a similar insurance clause, although this is not that usually met in common day practice.

- Are legal aid services available in the area of tenancy law?

Greek law does provide for legal aid measures, however, they are rarely used in common day practice.

- To which organizations, institutions etc. may a tenant turn to have his/her rights protected? [please indicate addresses, email addresses and phone numbers]

Greek law does not provide for any institutions to which the tenant may refer in order to have his rights protected.