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

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Tenant's Rights Brochure for

LUXEMBOURG

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1. Introductory information

- **Introduction on the national rental market**
    - **Current supply and demand situation**

Currently, the supply of dwellings does not meet demand, especially because of the very high increase of the population during the last years. There is a lack of affordable housing in Luxembourg: buying or constructing a house is only accessible to the middle and upper classes, especially due to the high cost of land, and relatively expensive rents of apartments (particularly close to Luxembourg City and its outskirts). This has translated into the commuting of citizens between work (in Luxembourg) and home, across the border, where rents are generally cheaper. The social housing available is insignificant (about 2% of the full housing stock), and students' housing is also insufficient to accommodate the large international community of students found in the country. Some further constructions for accommodating students and lower-income households are planned. In the

[1] The information in this brochure is not a substitute for the legal advice or information of a suitably qualified professional, in case such advice or information is required.

meantime, the Ministry of Housing is working on solutions to increase the offer of dwellings, e.g. by promoting the use of the vacant dwellings in the private market for people with housing needs, namely through social rental agencies (*gestion locative sociale*) and by introducing in the legal procedure the housing sector plan which defines the future priorities for sustainable land management in Luxembourg.

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

From the perspective of tenants, the greatest problem of the national rental market consists of finding affordable housing in the main cities of the country, particularly in the capital city of Luxembourg. Some workers are even "forced" to commute to work, every day, from the nearby neighbouring countries, where it is relatively easier to find a good quality dwelling for an affordable price.

For those with more modest financial capacity, social housing is hardly an option: there are currently only very few constructions and very few dwellings available to new households. Therefore, applicants could be on the waiting lists for years.

- **Significance of different forms of rental tenure**

  - **Private renting**

About 70% of the population in Luxembourg are home-owners. However, a significant percentage of the population (about 30%) rents a dwelling in the private market. The high percentage of tenants might be due, on the one hand, to the significant costs involved in constructing or purchasing a dwelling, and, on the other hand, to the fact that Luxembourg is a country where there is a relevant percentage of temporary workers (particularly working for European institutions) who opt for renting instead of buying, for being a more flexible option.

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

In Luxembourg, within the label "housing with a public task", we can distinguish two types of housing: "social housing", on the one hand, and "private housing used for social purposes", on the other hand.

Social housing is unrepresentative in Luxembourg; as we have mentioned, it represents no more than 2% of the full housing stock in the country. Due to budget constraints, it is not expected that it will be increased significantly in the next few years.

The second type of "housing with a public task", which has been developed due to the limitations of the first type and to the fact that rents in the private rental market are unaffordable to many households, relates to dwellings owned by private landlords which are rented, through an intermediary (public entity), at lower rents to people with housing needs who are not eligible to social housing or who are still in the 'waiting list'. Currently (March 2014), there is only one agency which provides this service (*Agence Immobilière Sociale*, *http://www.ais.lu*). However, the Housing Ministry intends to develop these organisms of "social rental management", so that other agencies are planned for the next few years. There are also some social associations (non-profit organizations, foundations) – partly subsidized by the

Housing Ministry or the Family Ministry – which provide dwellings and houses to households with low income or going through severe financial problems.

- **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)**

Considering that the private rental market in Luxembourg is limited, it is recommended that one starts searching for an accommodation as soon as the decision of moving into Luxembourg is taken.

There are several websites with rental offers which are worth a visit. It can be also helpful to check for offers in local newspapers and door-to-door free sheets, or in magazines specialized in real estate. It may also be a good idea to walk or ride a bike along the preferred neighborhoods and look for advertisements in windows. To let friends, relatives, or co-workers know that one is looking for a place to live might also be helpful, because sometimes they "know someone who knows someone" who just left a rented dwelling or has a dwelling available for renting (cf. *http://www.ulc.lu*, in French or German only).

As tenant-to-be, it is important to define beforehand the characteristics of the dwelling that will meet ones expectations. If an affordable price is the main criterion, it shall be noticed that it is usually possible to find affordable housing close to the main train station (except Pétrusse), Hollerich, South Bonnevoie, Cessange, Mühlenbach, Eich and Eimerskirch. For foreigners with children, the neighborhoods where European or international schools are located are: Merl-Belair (ISL, International School), Kirchberg (European School I), Hamm (English St. George School), Mamer (European School II). Kirchberg, Weimershof and Neudorf are residential areas which are particularly close to the European Institutions and thereby might be good options for foreigners who work there. They should mind, however, that these are some of the areas where rents are most expensive. Hollerich (close to Gasperich), Cessange, Mühlenbach, Eich, Weimerskirch, South Bonnevoie and the area close to the train station offer a good balance between the cost of rent and location. The last are also recommended for those who are willing to live in lively areas. For these and further indications on recommended neighborhoods, have a look at the practical guide for newcomers: *http://justarrived.lu/.*

Luxembourg is a multinational and multicultural country, and Luxembourgers are generally considered open and welcoming. There are no registries of cases of discrimination in access to housing. Should that happen, two organizations could be approached: the Luxembourg Reception and Integration Office (OLAI, *Office Luxembourgeois de l'Accueil et de l'Intégration*, *http://www.olai.public.lu/fr/lutte-discrimination/index.html*) and the Luxembourg Consumers Union (ULC, *Union Luxembourgeoise des Consommateurs*, see website indicated *supra*).

- **Main problems and "traps" in tenancy law from the perspective of tenants**

Sometimes, the tenant is tempted to **withhold rent and/or charges** when the landlord does not act towards the tenant's full enjoyment of the dwelling, for example, when the landlord does not promptly repair a major defect in the dwelling (humidity, malfunctioning of the heating, etc.). However, if this is done for several months, the landlord is entitled to terminate the lease, evict the tenant and claim damages. Therefore, the tenant must always resort to court first.

Before the rental agreement starts being performed, the tenant sometimes neglects the importance of an **inventory**, particularly when the dwelling is furnished. As a rule, tenant and landlord should provide an inventory, both in the beginning and in the end of the contractual relationship. The inventory is compulsory by law, in case the landlord demands a rent guarantee. These documents show the losses for which the tenant is liable, and do not include those which arise from the normal use of the dwelling and/or its content. If such inventory is not made, this situation will benefit the landlord, because the Civil Code (Art. 1720) provides that the rental dwelling must always be delivered to the tenant in a perfect state and that it also should be returned by the later in the same state. Therefore, in case there is no inventory, the tenant might have to financially support costs which will turn the dwelling into a much better state than it was in upon the delivery of the dwelling.

Quite frequently, the **increase of rent** by the landlord is unlawful. This happens, for example, when the landlord increases the rent before he or she is legally allowed to do so, and when he or she settles on an amount which is against the law. The increase of rents must go through a specific process if the tenant does *not* agree with the increase of the rent. In such a case, the landlord must first notify his or her intention in written form, and the tenant must then wait one month before being able to present its case before the rent commission of the municipality where the dwelling is situated. The competent rent commission summons the parties and attempts for conciliation. If an agreement is reached, minutes are written and signed by the parties; otherwise, the commission determines the amount of rent (or the amount of advances for charges).

Sometimes, the tenant **terminates the rent contract without proper withdrawal notice.** This can happen sometimes with EU workers, who are called to work in another city and must leave within a short period of time. In a contract for an indefinite period, termination implies a minimum period of notice of three months (six months in case of personal need of the landlord), except if the contract provides for a longer period of notice. If it is a fixed-term contract, it must be terminated in the last day of the contract. If the periods of notice are not adhered to by the tenant, the latter might have to pay damages to the landlord. To avoid this, the tenant might be interested in convincing the landlord to draft a diplomatic clause in the rental agreement.

According to the law in force, the landlord cannot impose on the tenant responsibility for all costs. He or she can only be responsible for the costs he or she 'consumed' or contributed to (*charges locatives*).

The costs which **will normally be placed at the expenses of the tenant** are:

- energy consumption within the dwelling and common parts of the building (lightening of stairs and elevator);
- maintenance costs of the common parts (gardener, cleaning up of stairs, elevator);
- costs of minor reparations in case they are not due to the dilapidated condition of the dwelling or *force majeure;*
- municipal taxes connected to the use of the dwelling, for example, the household waste removal tax.
- technical assistance expenses (*frais de gérance technique*).

The costs which **cannot be placed at the expenses of the tenant** are:

- reading fees of the calorimeters;

- replacement of floors due to deterioration caused by normal use and all the works related to the roof of the dwelling (isolation, maintenance of gutters; reparation of the curb, etc.).

- ***Important legal terms related to tenancy law*”**

Français	***Deutsch***	**English**
Agent immobilier	*Immobilienmakler*	Estate agent
Augmentation de loyer	*Mieterhöhung*	Rent increase
Bail à loyer	*Mietvertrag*	Rental agreement
Bailleur	*Vermieter(in)*	Landlord
Charges locatives	*Mietnebenkosten*	Utilities
Copropriété	*Mieteigentümerschaft*	Condominium
État des lieux	*Übergabeprotokoll*	Inventory
Frais de commission	*Maklergebühren*	(Real) estate fees
Garantie locative	*Kaution / Mietgarantie*	Security deposit
Hypothèque	*Hypothek*	Mortgage
Locataire	*Mieter(in)*	Tenant
Logement	*Unterkunft / Wohnung*	Dwelling
Loyer	*Miete*	Rent
Maison en range/Maison mitoyenne	*Reihenhaus*	Townhouse/rowhouse
Préavis	Kündigungsfrist	Termination notice
Remise des clés	*Schlusselübergabe*	Handover of the keys
Réparations	*Reparaturen*	Maintenance works
Réparations esthétiques	*Schönheitsreparaturen*	Cosmetic repairs
Résiliation	*Kündigung*	Termination
Sous-location	*Untervermietung*	Sublease
Sursis à déguerpissement	*Räumungsaufschub*	Delay for eviction

* Although Luxembourgish is also an official language in Luxembourg, it is less used in written language than French and German and thereby it was not included in this table.

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 or prohibited? What about, for example, status as a foreigner, student, unmarried partner, or person with a short-term work contract?**

Usually, the landlord chooses the tenant he or she wishes and does not have a duty of justifying the grounds for the refusal. However, the landlord is not entitled to discriminate against tenants based upon certain grounds. Indeed, the law on equal treatment (*Loi sur l'égalité de traitement*) of 28 November 2006 (*http://www.legilux.public.lu/leg/a/archives/2006/0207/a207.pdf*) **prohibits any kind of discrimination** on the grounds of religion, handicap, age, sexual orientation, race or ethnical origin in several spheres of private life, including access to housing (Art. 2, h). Therefore, the landlord does not have the right of refusing to rent the dwelling to a person on the grounds of any of these reasons. These prohibitions are, however, very general and unspecified.

The Centre for Equal Treatment (CET) "*provides assistance to people who feel that they have been the victim of discrimination by providing them with an advisory and orientation service intended to inform victims regarding their individual rights, the legislation, case law and the means for claiming their rights*" (*http://cet.lu/en/*) but it only intervenes as far as the grounds for discrimination prohibited by the law on equal treatment are present. This means that students, unmarried partners and persons with short-term work contracts could not rely on a national law to invoke discrimination in the access to housing. Therefore, in case any of these people considers that they have been victim of discrimination, he or she should contact the *Service Logement* of the Luxembourg Acceptance and Integration Office (OLAI).

There, are, however, some **grounds of discrimination which are permitted** and which are aimed at benefiting the less wealthy sectors of the population.

As regards social housing, the *Fonds du Logement* (*http://www.fondsdulogement.lu*) excludes applicants who are owners or usufructuaries of another dwelling or have a right to inhabit another dwelling. The *Agence Immobilière Sociale* also excludes applicants who already own a dwelling or dwellings. It also excludes applicants who have an income which surpasses a specific amount, who do not have a valid residence permit and those who are not enrolled in a health system.

Only students registered at the University of Luxembourg can accede to a student accommodation rented by such University.

- **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?**

For an entity to be entitled to process private data, it has to observe the "principle of legitimacy". This principle provides that private data can be processed, among other reasons, when that data is necessary for the execution of a contract. When it is not, the entity shall prove, at least, that it has a justified interest and that the process of data will not affect the life of the individual it concerns.

The health state and the sexual orientation, however, belong to the so-called group of "sensitive" private data. The processing of this data is, in principle, prohibited, and it can only take place when it is preceded by an express authorization by the National Commission for the Protection of Data (*Commission nationale pour la protection des données*, *www.cnpd.lu*).

- **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)?**

According to the law on residential rental agreements, of 21 September 2006 (available in French: *http://eli.legilux.public.lu/eli/etat/leg/loi/2006/09/21/n1*), the "conclusion of the rental agreement cannot be connected to the payment of amounts other than the rent". Exception is made, in the same article, for the payment of the guarantee deposit, which is allowed, but not to any kind of reservation fees. From that we may conclude that these would be null and void, i.e., invalid and of no effect.

- **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)?**

Very often, the landlord requires from the tenant a copy of a recent pay sheet (*fiche de salaire*) to ensure that the tenant has regular income which would enable him or her to pay the rent. Some landlords demand a certificate of good conduct (*certificat de bonnes vie et mœurs*). This information is considered in accordance with the law, justified and legitimate, and therefore the tenant is advised to provide it.

- **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?**

Estate agents have different roles, depending on the power of attorney (*procuration*) they have. Agents with a general power of attorney are usually in charge of finding a new tenant, writing the lease agreement, providing rental management service (when the dwelling is aimed at being leased) or finding a purchaser, writing the sales agreement and taking over administrative tasks (whenever the dwelling is aimed at being sold). Agents with a special power of attorney will be entitled to find a new tenant or purchaser and/or to write the lease or sales agreement respectively.

Besides real estate agencies, also relocation agencies (*agences de relocation, http://www.editus.lu/ed/fr/recherche.html?q=relocation*) provide personalized assistance to prospective tenants to find a dwelling, a school for their children, etc. European institutions may provide as well some assistance in finding a dwelling in relation to their workers.

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

Such lists are not available, and if they were, they would be in infringement of the law, as they would present serious privacy issues.

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)?**

The Luxembourg Civil Code and the law of 21 September 2006 provides that rental agreements do not have to be written to be valid, i.e., that they can be oral as well. The tenant is however advised to ask the landlord for a written, signed contract, which might be important in the event of a dispute. Written agreements should be registered within the three months following the signature of the contract. For that purpose, an original of the contract shall be presented to the Land Registration and Estates Department (*Administration de l'Enregistrement et des Domaines, www.aed.public.lu*). This institution will charge the landlord an amount corresponding to 0.6% of the cumulated amount of rents for the period of validity of the contract. If, for example, the contract is concluded for two years, the amount will be calculated on the basis of 36 months of rent. In case the contract is concluded on an open-ended basis, the amount will be calculated on a basis of 20 years of rent. A registered rental agreement can be beneficiary for the tenant, among other reasons because it can protect him or her in case the dwelling is put on sale. Therefore, the tenant is advised to ask the landlord for a proof of registration (stamp of the Land Registration and Estates Department) or, otherwise, to do the registration himself or herself, as there is no cost for doing so.

- **What is the mandatory content of a contract?**

    - **Which data and information must be contained in a contract?**

In Luxembourg, the parties to a rental agreement are totally free to define the contents of the contract, and therefore tenants shall be particularly careful with the contractual terms. Before signing, the tenant should verify that the contract includes:

- **identity** of the parties (and, in case there is more than one tenant, if they are jointly liable for the performance of the contract);
- **start date** of the agreement;
- exact amount of the **rent**;
- rental **charges**;
- **management fees** (if the tenant has to pay them);
- **length** of the rental agreement (if it is not indicated, the agreement will be open-ended) and the modalities of termination foreseen (with or without period of notice);
- **description** of the object of the agreement, namely, every room or part of the dwelling or building (e.g., does it include the garage or the garden?).
- in case the dwelling can be characterised as a **luxurious dwelling** (under Art. 6 of the law on rental agreements), the contract shall expressly indicate it and provide that Arts. 3 to 5 of the same law are not applicable.
- amount of the **deposit** and, if possible, the way how it will be managed by the landlord (deposit in a bank account?) and whether the tenant is allowed to collect interests (important in case a large amount is involved).
- who is responsible for which **reparations**.

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

It is common in Luxembourg that rental agreements run for one to three years, renewable by tacit agreement from year to year or for a period of several years.

Nevertheless, as the parties to a rental agreement enjoy full contractual freedom concerning the contract's length, a shorter or longer lease is admissible as well.

If the length of the contract is not indicated in the contract – or in case the contract is only verbal – it will, as we have mentioned, be qualified as an open-ended contract.

The tenant should therefore check the relevant clause and bear in mind that he or she may not be able to terminate a fixed-term lease early if it does not contain a diplomatic clause; the landlord may refuse to terminate it, and the rent will be payable until the end of the specified fixed duration (e.g. three years).

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

As far as the rent is concerned, it is important to ascertain whether or not the amount provided for in the contract includes the advances on rental charges.

In the case the landlord arranges with the tenant that the latter will not pay the first rent(s) in exchange for carrying out works, that arrangement shall be expressly stated in the agreement as well.

- **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?**

Art. 1754 of the Civil Code provides that, in case nothing is provided in that respect in the rental agreement, the tenant will be responsible for minor repairs (*menues réparations locatives*). "Minor reparations" are those which arise from the use of the dwelling, among others, the reparation of leaking taps, the replacement of light bulbs and the maintenance of the hot water system. Minor reparations will, nevertheless, have to be done at the expenses of the landlord in case the tenant proves that they are due to wear and tear.

Except where the contract provides otherwise, the landlord is responsible for major reparations. This is expressly provided for in Art. 1720 of the Civil Code. However, the landlord might be able to prove that major works had to be carried only due to the negligent use that the tenant made of the installations or in case of voluntary degradations. In that case, the tenant will be responsible for the costs of the works.

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

Art. 1720 of the Civil Code provides that the landlord should "deliver the thing in a good state of repair in all respects", i.e., a dwelling correspondent to certain criteria of safety and cleanliness.

If the rental agreement is over a furnished dwelling, the landlord is expected to provide the furniture which is considered necessary for a normal use of the dwelling. Otherwise, i.e., if the tenant signed a rental agreement over a non-furnished dwelling, the tenant shall provide furniture. In fact, in the latter case providing the necessary furniture will be one of the tenant's contractual obligations.

- **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 in the tenant's best interest that an inventory is made *before* the rental agreement takes effect, as it is otherwise assumed that the tenant received the dwelling in a state fit for renting. Any defect that the dwelling had before the contract starts being executed, shall be registered in the same inventory; otherwise, the tenant will be obliged to repair it or compensate the landlord. For elaborating the inventory, the tenant is advised to check the functioning of doors, windows, electrical and sanitary equipment, taps, floor, etc. The landlord might want to register the number of movable objects available for use as well (keys, sanitary appliances, entrance mat, etc.).

- **Any other usual contractual clauses of relevance to the tenant**

As we have described, it is usual that tenants and landlords conclude one to three-year leases, with tacit renewal on a yearly basis thereafter. If the tenant intends to terminate the agreement before that period is reached, he or she will probably be expected to pay the remaining rents until the end of the length settled under the agreement. Any tenant who is likely to be transferred on a short notice, e.g., workers at the European Union institutions, should ask for the insertion of a "diplomatic clause" in the tenancy agreement. This clause should provide for the right of the tenant to terminate the lease by giving notice at any time in case he or she is transferred by the respective employer. This clause should remain in force for the whole length of the lease. In exchange for early cancellation, the landlord may require that the tenant incurs expenses for renovations necessary for renting the dwelling to another tenant. That is the case of the costs of the professional repainting of the walls or cleaning of the premises.

- **Parties to the contract**

  - **Which persons, though not mentioned in the contact, are allowed to move into the apartment together with the tenant (partner, children etc.)?**

Whenever a married couple moves into a rental dwelling, the dwelling will be the residence of the family and thus the children will be entitled to live there as well. In this case, only one of the spouses must sign the contract.

In case of a partnership (*loi du 9 juillet 2004*), or another non-marital relationship, both should sign the contract. If only one signs, on the one hand, only he or she will be responsible for the whole performance towards the landlord; on the other hand, however, only he or she will be recognized as tenant towards the landlord and thus only he or she will have security of tenure.

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

Within the private rental sector, there is no rule from which we may conclude that the tenant must occupy the dwelling permanently. The tenant may equally use it as a secondary home, or as a private office, provided that he or she carries on paying

regularly the rent, that he or she uses the dwelling as a landlord would do (as a "*bon père de famille*") and that he or she maintains the dwelling in good condition. Before long periods of absence the tenant must, for example, ensure that: the dwelling is properly closed (to avoid thefts) and protected from direct sun exposure (to avoid damage to wooden furniture or floor); the taps are not dripping (to avoid floods); the dust bin is emptied (to avoid smells), etc.

In the social rental housing, however, the non-occupation of a dwelling effectively and continuously by the household (without "legitimated motivated absence") is a serious and legitimate grounds for termination of the rental agreement (Art. 35 of the Grand-ducal Regulation of 16 November 1998 setting the execution measures concerning social rental dwellings, *http://www.ml.public.lu/pictures/fichiers/mesures_execution_locatifs.pdf*).

- **Is a change of parties legal in the following cases?**

  - **divorce (and equivalents such as separation of non-married and same sex couples);**

Whenever the tenant separates from his or her spouse or partner, the landlord can be approached to conclude a new rental agreement. In case the landlord is not interested in concluding a new contract, both tenants will be jointly liable for the performance of the contract until the respective regular termination. In case the couple is not married, they will only be jointly liable in the case that both figure as co-tenants in the contract.

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

According to Luxembourg tenancy law, a person (student or not) can dispose of the respective position as tenant in a rental agreement. As a rule, this situation through which a person takes the contractual position of another in a contract (*cession de bail*) is allowed. In residential tenancy agreements (contrary to what occurs in commercial rental agreements), the former tenant is not liable for the non-performance of the new tenant. Usually, landlords do not object to a cession; however, to avoid finding themselves in a situation where the tenant is financially incapable of meeting his or her financial duties towards the landlord, some landlords include a clause of non-disposal of the tenant's position without their previous landlord.

This means that in the case of an apartment shared among students, where one student intends to definitely leave the apartment and the contract does not contain a clause prohibiting the disposal of their position without previous permission of the landlord, he or she will be able to find a replacement without permission of the landlord.

  - **death of tenant;**

Art. 1742 of the Luxembourg Civil Code provides that the rental agreement is not extinguished by the death of the tenant. The law of 21 September 2006 completes this rule: according to Art. 13 in case of death of the tenant the rental agreement continues, for an undetermined time, in benefit of the married spouse or

declared partner (according to the law on partnerships, *loi du 9 juillet 2004*) or in benefit of the ascendants, descendants and live-in partners who had lived with the tenant in domestic community for at least 6 months and that had declared their address administratively, i.e., in the municipality where the dwelling is located.

- **bankruptcy of the landlord;**

The bankruptcy of one of the parties to the contract does not automatically imply the end of the tenancy agreement, and it does not modify the rights and obligations of the parties.

This means that if the landlord becomes bankrupt, it shall leave the rental agreement he or she concluded unaffected. However, the agreement concluded during the suspected period (up to 6 months before bankruptcy is declared) may be declared null by the court in case the value of what was consented by the bankrupted significantly surpasses what he or she received in return, namely the rent and charges (Art. 445 of the Commercial Code).

- **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?**

Art. 1717 of the Civil Code provides that a tenant has the right of subletting a dwelling every time this was not expressly prohibited in the rental agreement.

In relation to an ordinary lease contract, a sublease contract presents fewer benefits for the tenant (Art. 2 of the law of 21 September 2006). Indeed, the sub-tenant cannot e.g. ask for a legal renewal of the lease in case of termination (Art. 12 of the law of 21 September 2006) nor benefit from the delay for eviction (Arts 16 to 18 of the same law).

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

In case of sale of the premises, the old owner is bonded by the rental agreement and cannot expel the tenant. The law does not consider the sale of the dwelling as a “serious and legitimate grounds” for immediate termination of the rental agreement. However, the law provides a special procedure for termination of the rental agreement by the new owner (Art. 12-6 of the law of 21 September 2006).

- **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?**

Most of the rental agreements provide that the costs and utility charges are to be paid by the tenant to the landlord through monthly accounts with the establishment of a count in the end of the exercise. This means that it is usually the landlord – not the tenant – who will conclude the contracts for provision of utilities. Nevertheless, landlord and tenant can agree that the tenant will conclude the contracts for provision of utilities. In this case, the tenant is free to opt for the company supplier of his or her preference.

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

According to Art. 5-3 of the law of 21 September 2006, the landlord can only charge the tenant the amounts that he or she is able to justify to have spent on the interest of the tenant. Those are the costs of energy consumption, current maintenance of the dwelling and common parts, minor reparations and costs connected to the use of the dwelling. Most rental agreements provide that rental charges are to be paid through monthly accounts, and that a final account has to be made after the end of each year.

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

The tenant is usually expected to pay the municipal taxes connected to the use of the dwelling, for example, the household waste removal tax. Nevertheless, landlord and tenant may agree that these expenses will be paid by the landlord.

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

Under Luxembourg tenancy law, it is usual to shift condominium costs onto the tenant, namely the maintenance costs of the common parts (house-cleaning, gardener, etc.). It would also be possible to agree that technical assistance expenses shall be paid by the tenant.

- **Deposits and additional guarantees**

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

The landlord is not obliged by law to ask the tenant for a deposit or bank guarantee, but most of the landlords do it. It may not surpass three months' rent. It shall be highlighted that the law prohibits the landlord from accepting any other amount, which is not the rent or the deposit.

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

The law does not provide for a way of managing the deposit. It is, however, in the tenant's best interest that he or she asks for payment of interest on the deposit from the landlord to whom the deposit will be provided, especially when the amount of the deposit is significant. Ideally, the way of managing the deposit should be described in the written rental agreement.

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

Art. 2102 of the Civil Code provides the landlord a property lien (*privilège mobilier*) over everything which is inside the dwelling. This allows the landlord to

whom due rents or charges have not been paid to seize the movable assets which furnish the rented dwelling.

Additional conventional guarantees or a personal guarantor are lawful, and, whenever they exist, they shall be described in the rental agreement. However, they will rarely be particularly useful.

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

Whenever there is a guarantee or guarantor, the kinds of expenses which will most likely be covered will be damages made to the dwelling, but also unpaid due rents or charges.

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)**

Luxembourgish tenancy law does not refer specifically to what shall be considered as a legally relevant "defect".

The Grand-ducal regulation of 25 February 1979 *(http://www.ml.public.lu/pictures/fichiers/RGD_modifie_25-02-1979_criteres_location_salubrite_janv2014.pdf*) provides for the criteria of health and hygiene that dwellings shall observe for being placed at the rental market. According to this regulation, dwellings shall present "normal habitability" (Art. 2) and be constructed with materials which offer a "sufficient acoustic protection" (Art. 4).

Moreover, it is the landlord's main contractual obligation to ensure the tenant a "*jouissance paisible des lieux*", i.e., a pleasant, undisturbed enjoyment of the premises. The courts have been interpreting this obligation quite broadly, and therefore mould and humidity of the dwelling would certainly amount to non-performance by the landlord.

As far as disturbances which are caused by third parties, especially as far as noise is concerned (building sites where the noise is produced during the day, discos or bars where noise is produced during the night etc.), the landlord cannot be made liable, and these would amount to neighbourhood disturbances "*trouble de voisinage*" which, ultimately, would have to be solved in court.

  - **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", i.e., the landlord's right to repair the defect; the tenant first repairs the defect and then claims the costs from the landlord)**

As we have mentioned, the landlord is responsible for any major reparation in the dwelling which is not due to negligence of the tenant and for any reparation which

is due to wear and tear. This means that the tenant is not, in principle, authorized to carry out such reparations: the landlord has thus a “right to cure”. Whenever the landlord does not comply with the respective obligation, namely whenever the tenant informed him or her of the need of providing specific maintenance works or repairs, the tenant is not allowed to reduce the rent or charges unilaterally: the tenant needs a judicial authorization to reduce the rent or costs to be paid to the landlord. If the works are urgent and if the landlord does not react, the tenant can carry them and ask the landlord for their reimbursement, provided that it is proved that the works were done at the lowest possible cost.

- **Repairs of the dwelling**

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

As we have referred, the landlord is liable for major works or reparations and for reparations which are due to wear and tear. The tenant will be responsible for major works only when he or she caused them through negligent behaviour.

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

Minor reparations are the tenant’s responsibility, which means that he or she has the right and duty of making them, without having the right of deducting them from the rent payment.

As far as major reparations are concerned, the tenant shall communicate the need of their execution to the landlord; as the latter is not entitled to enter the premises without previous authorization from the tenant and without that he or she is present, there is no other possibility of being informed that such reparations are necessary. In case the landlord refuses to provide such reparations (either by doing them personally or by paying someone to carry them), the tenant will be entitled to do them at his or her own expenses, but he or she must first obtain the authorization of a court. In case such authorization is not requested by the tenant, the tenant can still ask for a reimbursement of the costs paid, but it must be proved that the works were urgent and inevitable and that the tenant has done them at the lowest cost possible.

- **Alterations of the dwelling**

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

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

The main obligation to the landlord resulting from a rental agreement consists in providing the tenant a pleasant enjoyment of the premises. This means that the landlord will be expected – if not to ensure the adaptation of the dwelling at his or own expenses – to at least authorize the tenant to provide the same.

In case the dwelling is located in a condominium and the needed changes concern the common parts (e.g. the stairs, the entrance, etc.), the general assembly of co-owners would have to be necessarily consulted and the works would depend on the respective authorization.

- **Affixing antennas and dishes**

Very often, the installation of a parabolic antenna at the façade or the respective placement on the terrace may provoke a lively discussion. The contract term providing that installation is prohibited is valid. The tenant must comply with this rule, also because the co-ownership regulations may provide for the same prohibition. The installation of a parabolic antenna modifies the appearance of the condominium and must be authorized by the general assembly of co-owners.

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

Rental agreements often contain a clause which prohibits the tenant from performing works in the dwelling ("every work is prohibited, except when the landlord previously authorized it"). In case of disagreement, it is the judge who shall appreciate the seriousness of the infringement, but everything that one makes in a dwelling may be considered as a work (painting of a premise, change of a tap, installation of a built-in wardrobe, etc.). The judge shall evaluate whether the rejection of such works will lead to a loss in the enjoyment of the dwelling by the tenant or to a loss of the owner.

- **Uses of the dwelling**
    - **Are the following uses allowed or prohibited?**
        - **keeping domestic animals**

Some rental agreements contain a clause which expressly prohibits the tenant from having domestic animals or otherwise submits it to the previous authorization of the landlord. In other cases, the rental agreement does not refer to whether tenants are or not entitled to keep domestic animals in the dwelling.

The internal rules of the condominiums often forbid domestic animals; if that is the case, and because such rules apply to every occupier of the dwelling (not only the owners), the tenant will have to comply with this rule. In case the tenant disrespects the prohibition in the contract or in the internal rules of the condominium, or does not acquire the necessary previous authorization to keep these animals, the landlord is entitled to terminate the rental agreement.

- **producing smells**

The tenant is only allowed to produce smells as far as this does not disturb the remaining occupants of the building.

- **receiving guests over night**

The landlord shall ensure that the tenant enjoys the premises and must respect his or her private life and intimacy. For this reason, there would be, in principle, no reason for prohibiting him or her from receiving guests overnight, provided that it would not disturb the neighbourhood nor such reception would be done within a use of the dwelling which would militate against good morals and public order (e.g., if the tenant received clients for prostitution activities).

It shall be highlighted that the accommodation of guests for regular, lengthy periods may constitute a serious and legitimate reason for termination of social rental agreements (Art. 35 Grand-ducal regulation of 16 November 1998).

- **fixing pamphlets outside**

It is unlikely that a rental agreement will refer to whether this activity is or is not permitted. This situation would be more likely problematic under the point of view of the internal regulations of the building where the dwelling is.

- **small-scale commercial activity**

According to Luxembourgish law, if a dwelling contains a room which is used for commercial purposes (for example, a doctor office), but this use is secondary in relation to the residential use, this contract consists of a mixed lease ("*bail mixte*"), to which the law of 21 September 2006 applies. These mixed tenancies are possible, as far as the lease contract authorizes the exercise of a professional activity within the dwelling. As far as social rental agreements are concerned, the exercise of a profession inside the premises without previous authorization of the landlord is a serious and legitimate reason for termination of the rental agreement.

3.2. Landlord's rights

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

Landlords have an interest in increasing rents at every opportunity the law allows them to. Indeed, they might want to increase their profits, given the increase of the cost of living and the devaluation of money. However, there are legal limits to the increase of rents by landlords.

First of all, rents cannot be automatically increased: the law of 21 September 2006 prohibits the automatic indexation terms (*clauses d'indexation automatique*) of the rent. Secondly, the landlord cannot increase the rent in the first six months of the rental agreement, and afterwards he or she can only do so after every two years according to ratios of adaptation or, in some rare cases, within a procedure before a rent assessment commission.

The regulations on rent do not apply to social rental dwellings. Here, the rent is calculated on the basis of the income of the household, the composition of the household and the surface of the dwelling (Art. 18 of the amended Grand-ducal regulation of 16 November 1998).

The calculation of the rent is made based upon the available income, the composition of the household and the surface of the dwelling. The public promoter calculates the annual rent to be paid by the tenant based upon presentation, by the tenant, of certificates of the income effectively received in the previous year (Art. 33 of the amended Grand-ducal regulation of 16 November 1998). Based upon this information, a settlement on the new rent is made (Art. 18). If the tenant does not provide such documentation, the rent which will be in force from 1 May of that year on will be a rent calculated upon 10% of the capital which was invested in the building.

- **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?**

In private rental agreements, the rent cannot be increased in the first six months of the contract and, after that, it can only be increased every two years.

In social rental agreements, the rent is updated every year according to the income of the household; if the household income has increased in relation to the previous year, a rent increase will take place.

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

As far as private rental agreements are concerned, the law of 21 September 2006 imposes a ceiling which determines the maximum rent that may be charged lawfully: that ceiling is 5% of the total invested capital. It is considered that this includes the capital which was invested initially, at the time of the purchase or construction, but also the improvement works and all other expenses in relation to the rented dwelling. This means that the landlord has the possibility of increasing the rent in proportion with the costs he or she spends on improving the energy efficiency of the dwelling.

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

After six months have elapsed since the conclusion of a rental agreement, the landlord is allowed to increase the rent. He or she shall communicate such intention through written letter, indicating and explaining the reason for the rent increase. In case the tenant does not accept the increase of the rent, the landlord may apply to the local rents commission for a rent increase. This can happen only after the legally fixed period of one month, during which the parties should try to find an agreement without involving the rents commission (Art. 8 of the law of 21 September 2006).

As we have mentioned, the rules on rents do not apply to social rental dwellings. Here, the amended Grand-ducal regulation of 16 November 1998 applies. Its Art. 33 provides that the public promoter calculates the annual rent to be paid based upon presentation of certificates of the income effectively received in the previous year. Based upon this information, a settlement on the new rent is made (Art. 18 of the amended Grand-ducal regulation of 16 November 1998). If the tenant does not provide such documentation, the rent which will be in force from 1 May of that year on will be a rent calculated upon 10% of the capital which was invested in the building.

- **Entering the premises and related issues**

    - **Under what conditions may the landlord enter the premises?**

Except urgent situations, the landlord can only enter the premises with previous authorization and in the presence of the tenant.

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

The landlord is allowed to keep a set of keys to the rented dwelling, but he or she can only use it to enter the dwelling whenever the tenant is in the premises and authorizes the visit or in case if urgency (e.g. the tenant is inside the premises, unconscious; case of flood or fire, etc.).

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

The landlord cannot legally lock a tenant out of the rented premises for not paying the rent. That would have to be preceded by judicial order (*jugement de déguerpissement avec titre exécutoire*), through which a public officer (*huissier*) will be entitled and requested to expel the tenant by force and take out his or her furniture. In case it is necessary to saw the locks (namely, when the landlord did not keep a set of keys of his or her own), a public authority would have to be summoned by the public officer to be present.

- **Can the landlord legally take or seize a tenant's personal property in the rented dwelling, in particular in the case of rent arrears?**

Art. 2102 of the Civil Code provides the landlord with a property lien (*privilège mobilier*) over everything which is inside the dwelling. This allows the landlord to whom due rents or charges have not been paid to seize the movable assets which furnish the rented dwelling.

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?**

The tenant will most of the time intend to terminate the rental agreement based on reasons of personal convenience: decision to purchase a dwelling, decision to move to a cheaper or bigger dwelling, the change of professional address, etc.). Sometimes, the tenant will want to terminate the rental agreement due to a *motif grave* of the landlord and, also in this case, the contract must, in principle, be terminated by the tenant with a three months' notice.

- **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)?**

A tenant may terminate the rental agreement with a three months' notice whenever a *motif grave* of the landlord is at stake.

It is also possible for the tenant to terminate the rental agreement before it reaches its term whenever urgent repairs to the dwelling have lasted for more than 40 days.

Finally, it is possible for the tenant to terminate the tenancy before the end of the rental term whenever a diplomatic clause (*clause diplomatique*) is included in the contract. This happens for cases where the tenant might be professionally relocated with short notice.

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

In principle, whenever any of the three situations we mentioned in the preceding question does not take place, the tenant shall pay the rents until the end of the term of the contract. Nevertheless, if the tenant finds a suitable replacement, he or she might be freed from this obligation. This will only not happen if the rental agreement expressly provides that such cession would have to be authorized and either the tenant does not ask for such authorization or the tenant asks the landlord and he or she does not authorize it.

4.2. Termination by the landlord

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

    - **Must the landlord resort to court?**

For the landlord, termination is only legally possible in the cases foreseen by Art. 12-2 of the law of 21 September 2006: personal need, breach of a contractual duty by the tenant or other serious and legitimate reasons.

In case of personal need, the landlord shall give notice to the tenant at least six months before the term is reached and, subsequently, occupy the dwelling within three months after the tenant vacates it (in case of renovation or transformation works, this period is suspended).

In case of breach of a contractual duty by the tenant, the landlord shall invoke the general principles of contract law and immediately address a request to the justice of the peace, asking for judicial termination of the contract.

Finally, whenever the landlord intends to terminate the rental agreement due to other serious and legitimate reasons, he or she shall give notice to the tenant three months before the term is reached.

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

The tenant who received a letter of termination by the landlord or who was ordered to leave the premises has, at the respective disposal, a few mechanisms which allow him or her to have the period of notice extended or, as the case may be, to be awarded a delay for eviction.

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

As we have mentioned, the landlord may terminate the lease in the cases foreseen by Art. 12-2 of the law of 21 September 2006: personal need, breach of a contractual duty by the tenant or other serious and legitimate reasons. However, in all three cases, the landlord is only entitled to terminate the rental agreement when it reaches its term or, in case it is an open-ended contract, with a six months' notice in case of personal need, and three months' notice in all other cases.

  - **Are there any defences available for the tenant in that case?**

In case the landlord informs the tenant of his or her intention to terminate the tenancy, the tenant can ask for an extension of the time for eviction, under Art. 12 of the law of 21 September 2006.

- **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?**

The tenant is obliged to return the dwelling in the end of the tenancy. Before leaving, he or she is also due to return the keys to the landlord.

Every time the landlord (and possibly the future tenant) are faced with the situation where the previous tenant refuses to clear the premises and handover the dwelling (which is done by the symbolic act of delivering the keys), the law provides that the landlord as such is not entitled to personally enter and expel the tenant from the dwelling.

That would have to be preceded by judicial order (*jugement de déguerpissement avec titre exécutoire*), through which a public officer (*huissier*) will be entitled and requested to expel the tenant by force and take out his or her furniture. In case it is necessary to saw the locks (namely, when the landlord did not keep a set of keys of his or her own), a public authority would have to be summoned by the public officer to be present.

4.3. Return of the deposit

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

The landlord is, in principle, allowed to keep the deposit only during the six months subsequent to the termination of the rental agreement. The landlord may retain the deposit (or part of it) upon proof of the expenses incurred in benefit of the tenant.

In case the landlord keeps the deposit beyond six months without the support of any legal provision or presentation of any reasonable justification (which happens relatively often), the Luxembourg Union of Consumers advises tenants to inform the landlord of his or her intention to resort to a justice of the peace. Justices of the peace usually decide in favour of the tenant. However, these cases do not usually come to court, as the landlord very often returns the deposit first.

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

The landlord is entitled to deduct from the security deposit any damage that is found in the dwelling which did not exist (or was not identified in the inventory) before the rental agreement started being performed, as well as any rent or charges in arrears.

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

It is unlawful for the landlord to deduct from the deposit paid by the tenant for damages due to the ordinary use of furniture. Wear and tear is damage for which the landlord is responsible, and this applies to furniture as well, whenever a furnished dwelling is concerned.

4.4. Adjudicating a dispute

- **In what forum are tenancy cases typically adjudicated?**

Tenancy cases are typically adjudicated before the justices of the peace and rent commissions.

All disputes that concern the existence and the execution of rental agreements and violation of a right of first refusal (or pre-emptive right) are adjudicated in the Court of Peace of the municipality where the rented dwelling is located (Art. 19 of the law of 21 September 2006), with the possibility of appeal to the District Court (*tribunal d'arrondissement*). The latter will be, in principle, a first instance court whenever the claim respects damages arising from an abusive termination of the rental agreement.

Disputes on the amount of the rent are brought before the rents commission of the municipality where the dwelling is located.

  - **Are there specialized courts for adjudication of tenancy disputes?**

The rents commissions are specialized instances for adjudication of tenancy law disputes, and their role is to determine the amount of the rent and/or the charges that the tenant shall pay to the owner if both do not reach an agreement. Most of these disputes arise from the intention of the landlord to increase the rent. These commissions have the role of mediators, and they aim at reaching an amicable settlement between the parties to a rental agreement, thus avoiding that the situation will reach the court.

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

Usually, no accelerated forms of procedure are used for the adjudication of tenancy cases. Nevertheless, this might be necessary in cases of urgency, such as to restore basic services as water or heating supply which might have possibly been cut by the landlord. For these cases, the judge is able to act urgently through an "*ordonnance*", i.e., an urgent judgment with provisional measures, thereby avoiding imminent damage for the tenant.

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

Rents commissions are conciliatory bodies, which are aimed at reaching amicable agreements between tenant and landlord as far as disputes over the amount of the rent are concerned.

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?**

The proceedings to accede to a dwelling with a public task provided by public developers and AIS are distinct.

At the National Company for Affordable Housing (*Société Nationale des Habitations à Bon Marché, http://www.snhbm.lu),* the applicant shall schedule an appointment at the Rental Service to fill in an application form. The applicant must bring to this appointment:

- the three last income receipts of the income of each and every member of the household;
- a certificate of the received family allowances;
- a certificate of the composition of the household;
- a copy of the identity card and
- a certificate of non-ownership in Luxembourg and abroad.

At the Housing Fund (*Fonds du Logement*), as far as the social dwellings are concerned (the Funds provides dwellings at private market prices as well), applicants accede to dwellings based upon an application procedure which is based on the requirements of the Grand-ducal Regulation of 16 November 1998 (*http://www.legilux.public.lu/rgl/2006/A/3431/B.pdf*). The candidate must always (except concerning dwellings for senior and people with reduced mobility) fulfill the following requirements: is not an owner or usufructuary of another dwelling in Luxembourg or abroad (Art. 4) and does not benefit from a right to occupation of another dwelling. The applicant must normally provide: a certificate of composition of the household, issued by the municipal administration of the residency site; a proof of civil status, issued by the municipal administration; a certificate of income or pensions of the last three months of the applicant and respective spouse (whenever applicable); certificates of income or pensions of all the children of the household who perform a remunerated activity; certificates of revenue or pension of the last three months of any other person in the household; certificate of the amount of the family allowances, established by the *Caisse Nationale des Prestations Familiales (CNPF)*; certificate of parental leave compensation granted by the CNPF; certificate of the amount of the alimony received or paid (copy of the divorce court decision); social security registration certificate, issued by the *Caisse Nationale de Santé*, CNS; copy of the identity card or residence card; whenever applicable, a copy of the letter of termination of the former rental agreement (or copy of the court decision) of the preceding dwelling; a certificate, issued by the *Service des Evaluations immobilières* (for foreigners, the embassy of respective country), that the applicant and spouse are not owners or usufructuaries of a dwelling. After the documents are submitted, the

application is analyzed. In case it is considered complete and formally rightly introduced, it is examined in order of arrival and, whenever required, is subjected to a confirmatory inspection.

- **Is any kind of insurance recommendable to a tenant?**

Most of the private rental agreements provide that the tenant has the obligation of insuring himself or herself against the insurance 'rental risk' (*risque locatif*), which covers the risk of fire. Also when such term is not present at the tenancy agreement, it is in the tenant's best interest to pay the insurance premium.

As far as social rental housing is concerned, the refusal of the tenant to insure, at his or her own expense, the housing costs against fire, water and other rental risks through an insurance company constitutes a serious and legitimate reason for termination of the contract (Art. 35 of the Grand-ducal regulation of 16 November 1998).

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

There is, so far, no national association for the protection of the rights of tenants.

Nevertheless, there are two institutions to which a tenant may resort for obtaining legal advice as far as tenancy law is concerned.

The first is the Luxembourg Consumer Protection Association (***Union Luxembourgeoise des Consommateurs****, http://www.ulc.lu/*), which aims at informing, advising and protecting tenants about housing issues.

Tenants, landlords and home-owners may contact two services of the Housing Ministry: the Service for housing aids (***Service des aides au logement***) with its ***Info'Logement*** (*http://www.ml.public.lu/fr/aides-logement/*) or the ***Cabinet ministériel*** of the Housing Ministry (to whom they can ask for the assistance of a legal affairs counsellor or send an e-mail to the contacts indicated under *http://www.ml.public.lu/fr/support/contact/index.php*).

They provide information and advice concerning any kind of information of individual and collective subsidies, information for the construction or purchase of a dwelling and for improvement works, sanitation works and land development, more precisely in the field of ecological construction and energy efficiency, as well as in technical aspects (isolation, security, healthiness, etc.). It also provides information on legislative and tax questions, as well as in tenancy law.

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

Service des aides au logement
Service for housing aids and Info'Logement
http://www.ml.public.lu/fr/aides-logement/
Address: 11, rue de Hollerich, L-1741 Luxembourg
E-mail: *info@ml.public.lu*
Phone number: (+352) 247 84860

Ministère du Logement - Cabinet ministériel
Housing Ministry
http://www.ml.public.lu/fr/support/contact/index.php
Address: 4, place de l'Europe, L-1499 Luxembourg
E-mail: *info@ml.public.lu*
Phone number: (+352) 247-84819

***Office Luxembourgeois de l'Accueil et de l'Intégration* (OLAI)**
Luxembourg Reception and Integration Office
http://www.olai.public.lu/fr/lutte-discrimination/index.html
Address: 7-9, avenue Victor Hugo, L-1750 Luxembourg
E-mail: *info@olai.public.lu*
Phone number: (+352) 247 85700

***Centre pour l'Égalité de Traitement* (CET)**
Centre for Equal Treatment
http://cet.lu/en/
Address: B.P. 2026 L-1020 Luxembourg (for post) / 87, rte de Thionville L-2611 Luxembourg (for appointments)
E-mail: *info@cet.lu*
Phone number: (+352) 264 83033

Commission nationale pour la protection des données
National Commission for the Protection of Data
www.cnpd.lu
Address: 1, avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette
Phone number: (+352) 261 060-1

***Union Luxembourgeoise des Consommateurs* (ULC)**
Luxembourg Consumers Union
http://www.ulc.lu/
Address: Union Luxembourgeoise des Consommateurs nouvelle a.s.b.l, 55, rue des Bruyères, L-1274 Howald
E-mail: *ulc@pt.lu*
Phone number: (+352) 49 60 22-1