This project has received funding from the European Union's Seventh Framework Programme for research, technological development and demonstration under grant agreement no. 290694.

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

Tenant's Rights Brochure for

ROMANIA

Authors: Ioan Bejan, Iustin Armasu, Florin Botonogu

Team Leader: Ioan Bejan

National Supervisor: Iustin Armasu

II. Tenant's Rights Brochure

ROMANIA

Ioan Bejan, Iustin Armasu, Florin Botonogu

Summary of Contents

1. Introductory information

- Give a very brief introduction on the national rental market (MAX 2 Pages)

With its 20.12 million inhabitants dispersed in 7.4 million households (Census 2011),[1] Romania is the largest country of South East Europe. Its economy and population are strongly concentrated in Bucharest, the capital city, with two million inhabitants. Romania has a housing stock of 8.5 million dwellings, located in 5.1 million buildings. Bucharest has a housing stock of slightly above 920,000, with only 2% social rental dwellings.

With an owner occupation rate of 98.2%, Romania is a "super home-ownership state": 98.2% of all conventional dwellings are privately-owned (97.5% in municipalities and cities and 99.1% in communes), followed by state property, which accounts for only 1.4% (2.1 % in municipalities and cities and 0.7% in communes).[2] Other forms of ownership are almost nonexistent, accounting for about 0.3% of the total number of conventional dwellings.

Table 1. Tenure structure*

Home ownership - Total				Public Rental		Other		Total	
		Out of which: Private rental**							
No.	%	No.	%	No.	%	No.	%	No.	%
8,301,476	98.2	1,000,000	11.8	122,538	1.4	16,928	0.4	8,450,942	100

* Source: N.I.S (2012)
**Expert estimate

Another source of information, for comparison, is EU – SILC data for 2012, according to which 96.6% of the Romanian families lives in owner occupied housing, 2.8% in social rental and "rent-free tenure" and around 0.8% in private rental.[3]

Private rental housing has increased significantly after 1990, as a result of rent control elimination, privatization and restitution of public housing, mainly in larger cities. The share of private rental sector is widely considered underestimated due to tax avoidance by practically all housing market stakeholders. While it is difficult to estimate precisely the size of the private rental stock, it is clear that the various official national estimates in the range of 4 to 7 percent are significantly lower than the actual figures for urban areas. From a methodological point of view, the enumeration of rental properties is even more difficult within the Census, because a grey market exists in which rental properties are not reported to census officials. A frequent reason for this might be that landlords wish to avoid paying taxes. Starting with the official tenure statistics available from the 2002 census and making adjustments for rental units that are "invisible" because they are vacant or part of the grey market, it is reasonable to assume that the share of the urban housing stock consisting of rental units is in the 11 to 15 percent range.

[1] National Institute of Statistics, http://www.recensamantromania.ro/en/
[2] In Romania, the commune is the lowest level of administrative division; it is the *rural* subdivision of a county. Urbanised areas, such as towns and cities within a county, are given the status of city or "municipality".
3 Eurostat (SILC) – Distribution of population by tenure status, type of household and income group, 2012

- Current supply and demand situation

Almost 67% of the existing housing stock was built after 1960 and many of these buildings suffer from poor thermal insulation and ongoing deterioration. The surface of the living area per capita is smaller than the EU average by cca. 17.5 m² per person. The issue of overcrowding can only be solved by new residential construction, but the rate of renewal of the housing stock has drastically decreased after 1990. Housing completions have increased considerably over the years, with a peak in 2008 with 67,000 units for the whole of Romania. This was 3.1 units per 1,000 inhabitants, while the EU average was 5.2 in the same year. Since then, housing completions have constantly decreased, to 49,000 units in 2010 (2.3 per 1,000 inhabitants) and to some 45,000 units in 2011. The vast majority of new construction is single family houses and condominiums, 57.7% being built in rural areas. More than 90% of new construction is realized by private persons or companies, with around one quarter of this by foreign companies.

New housing construction activities are quite visible in the suburbs of Bucharest, whereas the capital city itself has below average numbers of new homes, representing 1 new unit per 1,000 inhabitants.

The emergence of professional landlords is a relatively new and so far marginal phenomenon. The typical lessor is a so called “accidental landlord”: a private individual of above average income who has more living space than what their own housing needs require, or more than one housing unit, so s/he rents out the unused living quarters as a secondary source of income. The term of the contract is typically short, usually for 1 year.

The public rental sector is presently almost non-existent in Romania. More than 2.2 million units from the formerly public rental dwellings (27% of the total housing stock) have been privatized after transition. Residual social rental housing, decimated by the mass privatization and homeownership programs, cannot accommodate the newly created post-privatization households with lower incomes, let alone the young and mobile, to any meaningful degree. Occupancy of the social housing stock is dominated by the previously allocated tenants and thus lacks socio-economic targeting for the current dynamic situation. Also, the huge difference between the social and private rental rents effectively lock sitting tenants into their dwellings, preventing any significant adjustment, restructuring and reallocation within this stock.

Housing policy design and implementation capacities remain limited in Romania. This is demonstrated amply by the backlog in both private and public rental housing production and maintenance of the existing stock.

<u>Main current problems of the national rental market from the perspective of tenants</u>:

- Affordability problems, especially in urban centres where the prices are driven up by migration pressure;
- Tax evasion, a common practice on the Romanian rental housing market, that pushes private rentals into the shadow economy;
- Insecurity of tenancy period and lack of predictable contracts caused by non-existence of clear guidelines and rules to conflict resolution;
- The constant decrease of the public housing stock from the biggest cities that resulted in longer waiting lists;
- Significance of different forms of rental tenure.

The only clearly distinguished rental tenure forms in Romania are the private and public rental. Owner-occupation is currently the dominant tenure form and is considered to be cheaper than rental, especially with the present very limited access to affordable rental. According to the last 2011 Census, more than 98% of all conventional dwellings are privately owned, followed state property which accounts for only 1.4%.

Private renting

Private rental housing has increased significantly after 1990, as a result of rent control elimination, privatization and restitution of public housing, mainly in larger cities. The share of private rental sector is unanimously considered underestimated due to tax avoidance by the vast majority of landlords. According to official statistics the private rental sector covers 4-7% of the housing stock, which is clearly lower than the actual share of private renting in urban areas. Many rental dwellings are “invisible” for official statistics, as they are vacant or part of the grey market. According to expert estimates, it is reasonable to assume that the share of rental units is somewhere between 11-15% of the urban housing stock.

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

Currently, the share of public rental housing is among the lowest in EU, below 1.4% from the total housing stock: 2.1% is located in the biggest cities and only 0.7% in communes. The typical social landlords are local authorities that are managing both the allocation procedure and the maintenance issues. Social housing is regarded in Romania as housing for the poorest strata of the society and over time it became a residual sector. Some of the social houses are built in segregated areas, on the margins of the cities, and are usually inhabited by the Roma.

- 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)

Finding a rental property is not a complicated issue for foreigners, since they do not face linguistic problems because most of the urban landlords in Romania speak English. However, it is highly advisable for a foreigner to address a well-known brokerage agency with a sound track record.

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

1. Affordability
2. Tax evasion
3. Tenure insecurity
4. Unpredictable tenant-landlord relations

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

Romanian	**English**
Proprietar	Owner
Chirias	Lessee
Sub-inchiriere	Sub-tenancy
Comision de intermediere	Brokerage fee
Garantie	Security deposit
Cheltuieli comune	Common costs (shared costs in multifamily buildings, usually condominiums and cooperatives)
Chiria	Rent
Lucrari de intretinere	Maintenance works
Utilitati	Utilities
Contract pe termen determinat	Fixed-term contract

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?

According to the present legal framework, discrimination is defined as any distinction, exclusion, restriction or preference based on race, nationality, ethnicity, language, religion, social status, belief, sex, sexual orientation, age, disability, contagious chronic disease, HIV infection, belonging to a disadvantaged category, and any other criteria that has the purpose or effect of restriction, prevention recognition, enjoyment or exercise, on an equal footing, of human rights and fundamental freedoms and legal rights in the political, economic, social, cultural or any other field of public life.

The legislation states that the refusal to sell or lease a land or building for housing on discrimination basis against an individual or a group of persons is considered a contravention, unless the act falls under criminal law. The sanction for this contravention consists in a fine of 1,000 to 30,000 lei if discrimination is directed against an individual, or a fine of 2,000 lei to 100,000 lei if perpetrated against a group of people or a community. Therefore the private landlord, the State, or the municipalities can be held accountable in cases of breach of the principle of equal treatment. In this respect, the Romanian Law is perfectly harmonized with the EU Law.

- 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?

Formal regulation is very limited in this regard. Generally, the choice of a tenant is based on the person's financial situation. It is important that the tenant can afford to pay the rent and the other utilities. It is unusual that the landlord would ask something about the person's sexual orientation. Although many Romanians are generally religious and do not agree to same sex couples, it is unlikely that such a question will be asked.

- 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)?

A “reservation fee” is only legal if both the prospective tenant and the landlord agree to it. It is unusual that the landlord would restrict the selection process by imposing a fee. On the other hand, real estate agents might charge fees for their services. Usually the brokerage companies’ fees vary between 1-3% of the value of the housing transaction, or alternatively, the amount of a monthly rent.

- 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)?

Generally, the relation between the landlord and the tenant is based on mutual trust. There are some landlords who search for a specific potential tenants’ type, namely: young couples, women, students, depending on their personal experiences and beliefs. However, there is no regulation that allows the landlord to ask a salary statement from the tenant or other information regarding his financial status, without his consent.

Private credit reference agencies keeping records on individuals are not present in Romania. The Credit Bureau is only accessible by banks and other financial institutions

- 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?

The profession of real estate broker is not yet regulated as such, but there are some provisions issued by the National Authority for Consumers Protection. Even though real estate brokers have a rather negative public image, they act as intermediaries in more than 90% of private housing transactions. Less than 1% assumes representation of a party involved in a transaction; most of them play an intermediary role, the fees depending on the value of the transaction. The agents can provide information to the clients regarding the market trends and prices, history of the building, demands of the owner/tenant and recommendation regarding general legal accepted provisions under the rental housing contracts.

Official information for the available social housing and application procedures can be obtained from the specialised department of any local authority. However, this information is not transparent, easily accessible, enough user-friendly and publicly available.

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

There is no official source in Romania where information about tenants / landlords is centralized. The best way for a landlord to find a good tenant is by recommendations.
Another unofficial way to find out information about a potential tenant / landlord is through the real estate agencies. Some agencies reserve their right to select their clients and they also keep a database of the tenants who resorted to the real estate agency services in order to find an apartment/house. This is, in turn, also a good way for the potential tenant to find out information about the potential landlord.

2.2. <u>The rental agreement</u>

- 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)?

There is no legal requirement for a written form of the private rental contract, the consensus of the parties being fully sufficient to conclude it. However, the lack of a written form of the contract can generate several problems and potential disputes between landlord and tenant.

A written document is required for the fiscal registration and land book registration (this latter costs cca 15 EUR). In addition, a written contract is useful for both parties in case a disagreement arises in relation to the rights and obligations of the housing rental contract. The Romanian legislation does not foresee any fee for the lease contract conclusion. In case the parties choose to conclude a contract under authenticated form (in front of the public notary), they must cover the notary fees in amount of 0.3% from the rent owed for the entire term of the lease agreement.

Local authorities are mainly responsible for social housing administration, management of public services, and social issues. Municipalities are allowed to outsource social housing services to private or publicly owned management companies.

Public tenancy contract is usually for five years, with the possibility of prolongation or renewal of the contract on the basis of written proof of income. This should be signed by the mayor or an authorized representative. The law specifies the contract's provisions and conditions of cancellation. The law stipulates also the kinds of families and persons who are not eligible for being allocated a public housing unit, such as foreign nationals, or Romanian persons who own or formerly owned a house. Local authorities are entitled to detail and approve specific allocation criteria, according to local economic and social realities.

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

There are no mandatory minimum requirements for a tenancy contract. However, for a valid conclusion of a contract, the parties only need to agree on the most relevant terms, like the property address and the monthly rent amount; other aspects of the tenancy may be agreed in the contract, although it is not required for the contract's validity.

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

The lease contract can be concluded without specifying the duration or length. However, a lease contract cannot exceed 49 years. The delimitation of the maximum leasing period is a novelty brought by the New Civil Code. Also, the termination of a lease can be a certain date or a future event whose time of occurrence is uncertain, such as tenant's death.

As for the other terms of the contract, lease duration is determined freely by the parties. However, in some cases, in order to protect the rights and interests of certain categories of persons, extensions of the lease term are possible (for example in public housing). In order to protect the tenant, Law 17/1994, Law 112/1995, Government Emergency Ordinance no. 40/1999, Government Emergency Ordinance no. 44/2009 and a number of other measures extended the effect of lease contracts if the tenant did not lose the right of use for the sole reason that the contract expired.

There is no legal minimum duration of the housing lease contract. In practice, however, the minimum term for which such contracts are concluded is of 1 (one) year.

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

Although not required for the contract's validity, it is strongly recommended to establish the exact rent amount for a determined period (usually per month). The parties are free to agree in the method of payment, payment due dates, changes in the rent amount, rules for utilities payment etc.

The rent for dwellings that belong to the public or private property of the state or the State's administrative units, as well as for intervention housing and tied accommodation, is calculated on the basis of a monthly fee, depending on the rented area. The maximum rent level for the above mentioned dwellings (including the adjacent land) cannot exceed 15% of the monthly net income per family, when the monthly average net income per capita does not exceed the national average net salary.

The tenant has the obligation to inform the owner, within 30 days, of any change in the monthly net income per family, which may have as a consequence the increase of the rent. Not complying with this obligation may trigger the termination of the contract.

It is worth mentioning that the legislation forbids the termination of the lease contract or the eviction of the tenant on the grounds that he/she does not agree with the increase of the rent.

- 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?

The New Civil Code states that the landlord has to do all the required repairs in the rented space in order to maintain it suitable for use throughout all the lease period. The same legal text stipulates that locative repairs resulted from the normal use of the dwelling are the responsibility of the tenant (the housing repairs).

After concluding the lease contract, if the landlord refuses to make the necessary repairs that he is obliged to do, and refuses to immediately take the proper measures in this respect, after he had been previously informed regarding the necessity of making the repairs, the tenant might carry out the necessary repairs on the landlord's behalf. In this case, the landlord is obliged to pay the tenant the costs of the repairs. Apart from the principal costs of the repairs, the landlord is obliged to pay interest for the sums paid by the tenant from the date the expenses had been made. The interest rate is, in principle, the one established by the parties in the rental contract. If the parties didn't determine the interest rate in their contract, the legal interest rate would be applicable. The legal interest rate is provided by the law and in 2013 its level was 5%/year.

In case of emergency, the tenant may inform the landlord about the necessity of making the repairs even after the reparations are initiated, but the interest for the amount of money invested by the tenant only starts to accumulate after the landlord had been informed about the repairing process.

The landlord has to preserve and repair the rented space not only in the tenant's interest, but in his own interest. The obligation of making the necessary repairs extends also to the accessories of the leased space.

The landlord is responsible to make the necessary repairs to the common parts that are used by more than one tenant, if it cannot be proven that the damages have been caused by a particular tenant, by the members of his family or by the sub-lessees that have contracted with that particular tenant.

The New Civil Procedure Code regulates an efficient instrument that can be used in order to get done the execution of the required repairs. This consists in the judge's order (presidential ordinance), pronounced with the summoning of the parties. By this means, the tenant or the sub-lessee may be obliged to use a smaller area of the rented space or may even be obliged to the eviction of the space. These measures could be applied only if they are justified during the repairing process regarding the repairs provided by the law that are the responsibility of the landlord.

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

The furnishing details are subject to free agreements among the tenant and the landlord. The landlord might be in some circumstances willing to change the furniture and negotiate the price covered if an agreement with the tenant cannot be reached otherwise.

Since private rental contracts are poorly regulated, there are many clauses that the landlord can include. This is usually dependent on the landlord's past experiences. If the landlord has little experience, the contract will be short and will only cover basics such as the deposit, repairs, animals, termination form etc. Again, it is usually possible to negotiate on certain clauses if the tenant appears reliable for the landlord.

- 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 recommendable to sign a protocol at the tenancy beginning and its termination. This document should contain an assessment of the condition of the rooms, equipment and furniture; also the registration of meters of the various utilities should be registered.

- Any other usual contractual clauses of relevance to the tenant

Other contractual clauses of relevance to the tenant may include:

- Clause on the landlord's right to access to the property in case of repair works and the rules to be followed;
- Clause on the right of the landlord to inspect the dwelling;
- Clause on the provision of the security deposit;
- Clause on the responsibilities of the parties for the maintenance and utilities costs;
- Clause on the prohibition of keeping domestic animals etc.

- 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.)?

According to the New Civil Code's regulations, in the absence of a prohibition clearly

stipulated with respect to this matter, other people may also live together with the tenant. In this case, as long as they use the space that forms the object of the lease contract, they will also be held responsible for any of the obligations arising from the contract. So, a written consent of the landlord is not needed any more

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

In private tenancy the tenant is not obliged to use the rented property and therefore it would be enough for the landlord to ensure that the dwelling is available to the tenant without the need of any particular formal actions to be performed. Once the dwelling is handed over the tenant shall be obliged to pay rent no matter if he/she actually uses the house.

In public tenancy non-occupancy for more than two months, without good reason, may be a ground for termination of the tenancy agreement, which is justified by the strong demand for social housing.

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

If a couple cannot continue to share the family dwelling due to irreconcilable disputes, the benefit of the lease contract can be assigned to one of the spouses. When assigning the lease, a number of things must be taken into consideration, in the following order: (1) the situation of minor children, (2) what and who triggered the divorce and (3) whether the former spouses have the possibility to acquire another place to live. Assigning the benefit of the lease contract is made with the citation of the landlord and takes effect from the moment the court makes the final decision.

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

There are no specific provisions in the Romanian legislation for such particular cases. Subsequently, the general rules regarding the parties and the beneficiaries to the contract shall apply. This means that a new (student) tenant cannot lawfully move into a rented apartment without the landlord's consent.

  - death of tenant;

According to the New Civil Code, the rental housing contract terminates within a period of 30 days following the death of the tenant. Descendants and ascendants of the tenant have the right to choose the continuation of the rental housing contract in a term of 30 days following the death of the tenant. This is possible only if their names appear in the contract and if they have lived with the tenant (cumulative conditions). In other words, even if the descendants and ascendants of the tenant live with the contracted tenant and their name appears in the contract, they do not automatically inherit the tenancy. They must choose within 30 days between the termination or continuation of the contract. If they choose to continue, the parties have to name a lease contract signatory on behalf of the deceased tenant. If they do not reach an agreement within 30 days from the registration of the tenant's death, the appointment shall be made by the landlord.

Even though only one of the spouses is the holder of the contract or the contract had been concluded before marriage, each of the spouses has a personal right to housing, arisen from the rental contract. Should one of the spouses die, the surviving spouse will continue executing the lease contract, if he/she does not waive his/her right, within the aforementioned 30 days term.

- bankruptcy of the landlord;

In case of the bankruptcy of the landlord,[4] the public auction conducted by a bailiff (for example for debts of the landlord) cancels all other rights over the real estate property. In the practice of bailiffs, this includes the rights of tenants as well. If the contract does not have a verifiable date and the lessee is in possession of the property, the contract shall be binding upon the transferee as a contract of lease with an indefinite term.

- 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 New Civil Code states that the tenant may only sublet the dwelling with the written consent of the landlord. If the latter agrees and there is no contrary stipulation in the contract, the subtenant shall be jointly liable with the tenant for the obligations towards the landlord stipulated under the rental housing contract.

As a protection measure for the landlord, in case of subletting, the landlord can sue both the main tenant and the sub-lessee (the landlord has a direct action against the sub-lessee) in order to obtain the fulfilment of the obligations arising from the residential lease. The New Civil Code establishes joint liability of the transferee and of the sub-lessee with regard to tenant's obligations and to the fulfilment of the obligations towards the landlord established by the lease contract. In practice, subletting is rarely used in the context of residential tenancy contracts.

Privately rented dwellings can be further sublet or partially sublet if the landlord agrees to it in writing. For the public rentals, the tenant should look up the rules in the municipal/ministerial decree, according to the situation.
The rules of subletting and the protection enjoyed by the tenant are exactly the same as in the case of a normal lease.

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

The sale of the dwelling does not affect the tenancy relationship, unless it is specified otherwise in the contract: a contract clause could state that the tenancy contract is terminated with the sale of the dwelling. Without such a clause, the dwelling may only be sold with the tenant.

- 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?

[4] In Romanian law, the notion "bankruptcy" is not applicable if the landlord is natural person. If the landlord is legal entity the general rules are applicable.

The legislation does not contain any exhaustive rules regarding utilities. Only the New Civil Code stipulates that tenants are required to contribute to the costs of lighting, heating and cleaning of common parts and installations or other similar expenses. Therefore, the landlord and the tenant may agree freely on the distribution of the financial burdens related to utilities.

The utilities have constituted traditionally the subject of direct contracts between the service providers (for heating, water, electricity, garbage collection, gas, telephone, cable TV, etc.) and homeowners. Nowadays, utility companies use standard contracts for apartment buildings that have a registered association of owners[5]. Therefore, the contracts for the utilities are usually concluded with the owner and are invoiced on behalf of the owner. Then, according to the provisions of the lease contract, the owner recovers them (the utilities) from the tenant(s).

In practice, the usual utilities desired by the tenants are: electricity, gas for heating and cooking, water, waste collection. Even though some additional utilities are not necessary for a building to be and remain habitable, the tenants desire at least to have access to TV and telephone suppliers (and to conclude themselves the contracts).

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

Some companies (e.g. some Internet providers) agree to contract directly with the tenant, since there is no risk of significant loss in case of default. However, in the absence of contrary contractual provisions, the owner does not have an obligation to conclude a contract with service providers (for phone, Internet, cable TV, etc.) in order to make them available to the tenant. This is not part of the landlord's legal obligations, because telecommunication services are considered luxury utilities, and not basic utilities. In the Romanian legislation there are three types of expenses: necessary expenses (that are made in order to preserve the good), useful expenses (that are made in order to increase the value of the good) and luxury expenses (that are made only for the pleasure of the owner of the good). Or, the legal obligation of the landlord is to keep the property in good condition for use throughout the rental contract and the telecommunication services are usually included in the category of the luxury expenses, which are not the obligation of the landlord. However, in practice, even these extra utilities are provided by the landlord (and paid by the tenant), most often being sine qua non conditions of the rental contract.

- 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 waste collection usually is performed by the local authorities (or a company appointed by it). The owner of the real estate is obliged to pay the waste collection fee and the

[5] In Romania, the owners are obliged to administer the condominium. The simplest and most usual way to care for the common areas is the establishment of an association of owners (which is not mandatory). The latter has legal personality and it can conclude, on behalf of the owners, contracts with suppliers.

property tax. These are local taxes, determined through municipal decisions and collected by local authorities through the municipal administration.
In the case of private rented properties, property tax and waste management fee remains the responsibility of the owner, unless otherwise agreed with the tenant.

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

Parties can freely negotiate this issue and there is no legal prohibition the operational condominium costs (cleaning, common water, electricity consumption etc.) for to be shifted to the tenant. However, those of costs for substantial improvements or repairs shall be borne by the lessor.

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

The New Civil Code and the 1996 Housing Law do not contain any rules regarding the deposit amount in relation to tenancy contracts. However, Article 37 of GEO 40/1999 stipulates the tenant must provide a deposit in order to guarantee the execution of his obligations. At the date of the conclusion of the housing lease contract, the parties have to agree on establishing a warranty deposit. The deposit cannot exceed the amount equal to the rent for three months, at the rate for the current year, if the rent is not paid in advance for a period of three months (art. 38 of the GEO 40/1999). If the rent is paid in advance for a period longer than three months, the deposit will no longer be provided.

Such guarantee is used in practice to pay the utility invoices at the end of the lease's term or may represent the last month of rent.

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

There are no specific rules in place for deposit management during the tenancy period. The deposit is reimbursed to tenants within 3 months from the date when the parties handed over the keys. If the deposit is not reimbursed, the whole deposited amount or the remained balance of it, after deducting the expenses stipulated in art. 40 of the Government Emergency Ordinance no. 40/1999, produces interests.

- Are additional guarantees or a personal guarantor usual and lawful?
- What kinds of expenses are covered by the guarantee/ the guarantor?

Additional guarantees or a personal guarantor are lawful however not usual practice in Romania.

3. <u>During the tenancy</u>

3.1. <u>Tenant's rights</u>

- 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 neighbors; occupation by third parties)?

The basic definition of a “defect” is that it “renders the undisturbed use of the dwelling difficult or impossible”. As per the minimum requirements of a “convenient dwelling”, stipulated by Annex 1 of the Housing Law, a particular living space has to satisfy the user’s requirement to cover all the essential needs - rest, cooking, education and hygiene – through its characteristics, facilities, and quality. The landlord needs ensure these qualities at the handover of the dwelling, and maintain them throughout the duration of the contract, by carrying out repair work when necessary. The refusal of the landlord to comply with this obligation leads to his/her patrimonial liability, which can mean either that he/she has to offer compensation to the tenant, or even the termination of the contract, since the dwelling does not satisfy the tenant’s needs.

The law makes a distinction between hidden and surface defects, and it suggests that the landlord is responsible for hidden defects only. As far as surface defects are concerned, the tenant should take note of them upon taking over the dwelling.

The landlord guarantees only for the de jure disturbances (only if a third persons claims a right over the dwelling) and not for the de facto disturbances (squatters etc). According to the regulations of the Civil Code, the tenant is liable to protect him/herself against de facto disturbances, save for the disturbances that have started prior to the asset’s handover procedure that impedes the tenant to take over the asset.

Based upon the specific circumstances of each case the exposure to noise might be deemed to represent a defect of the dwelling, but such cases are to be reviewed by the court depending on several circumstances, for instance if the tenant has been aware of such defects when entering the housing lease contract.

    - 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)

If the landlord repairs the dwelling defects, hence eliminating all defects that might encumber or diminish the use of the dwelling, the provisions stipulated by art. 1791 of the Civil Code are not in effect anymore. The tenant may ask a court of justice to force the landlord to carry out the repair works in order to eliminate the defects and to keep the dwelling in good condition. At the same time, the tenant may carry out the repair works on behalf of the landlord, if the landlord does not take any action within a 30 day period once the tenant notified him/her in writing about the problem.

Based on art. 1827 of the Civil Code, the tenant is entitled to terminate the contract if the defects continue to pose a danger to the health of physical integrity of the inhabitants after the repair works.

According to art. 1791 par. (2) of the Civil Code, the landlord can be held accountable for the torts inflicted upon the tenant by the existing defects, even if the landlord was unaware of such defects upon concluding the contract, since his main obligation is to ensure the

undisturbed and proper use of the rented dwelling.

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

Only the small repairs related to damages which are caused by conventional use shall be at the expense of the lessee. The repair of all other damages, if they are not caused through the lessee's fault, shall be at the expense of the lessor. If the property perishes completely or partially the extinguished obligation of the landlord due to impossibility of performance shall lead to cancelation of the lease ex jure.

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

According to the Civil Code, the tenant is entitled to pay a lower rent if the landlord does not eliminate the defects within the shortest time span. This means that the hidden and surface defects that occurred during the period of the contract only diminished the tenant's possibility to properly use the dwelling. The seriousness of the defects is discussed in relation to the intermediate cause of the renting contract, which is can determine whether the fault encumbers or only diminishes the proper use of the dwelling.

The landlord does not have to offer recovery of damages to the tenant, if he/she can prove that he/she was not aware of the existence of any hidden defects and that, given the circumstances, he/she was not under the obligation to be aware of them.

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

According to the New Civil Code, the tenant has the right to compensations proved by justifying documents, for the necessary and useful renovations made to the dwelling, if they have been made with the prior consent of the landlord. In order to secure the compensations, the tenant benefits from a right of retention.

The judicial practice recognized the tenant's right of compensation at the time of the termination of the rental contract, by any of the methods stipulated by the law, because until the respective moment the tenant is the one who uses the value added to the building.

If the claim according to which the tenant could pretend the value of the ameliorations which exceed the inhabiting expenses were valid, it would favour a wrongful financial increase for the tenant. In such a case, at the end of the lease contract, the value of the renovations would be inferior (by their physical and moral usage) to the ones that the tenant has taken advantage (without any direct profit in favour of the landlord).

The improvements performed without the prior consent of the landlord give him the right to require the tenant to restore the dwelling to its original state; and it entitles him to require compensation for any damage inflicted upon the dwelling by the tenant.

Until the termination of the renting contract, the tenant does not have any clear, actual or determined right of claim regarding the value of the improvements made, so that he cannot benefit from a right of retention in order to guarantee the claim.

The tenant can also claim the payment of the compensations from the new owner, if the dwelling has been renovated during the period of the lease contract, regardless of the moment when these expenses have been made.

The tenants living in a dwelling redeemed to their former owners according to Law no. 10/2001 also benefit from the right of compensation for the value added to the housing unit by means of necessary and useful renovations.

By renovations, we legally understand the necessary and useful expenses performed or carried out on the dwelling unit or the common spaces, which increase the value of the property, and which are borne exclusively by the tenant. The value of the renovations is established by an expert, by deducting the degree of usage of the renovation in a direct ratio to their lifespan from the updated value of the expenses borne by the tenant.

If the improvements made by the tenant are luxury expenses (for the personal pleasure of the tenant, i.e. those which do not include the necessary and useful expenses) the landlord can ask the tenant to undo them at the termination of the rental contract. In the same time, the landlord can choose to keep them, by paying to the tenant their counter value, averaged at the market. The proof of the improvements is made by a specialized expert, and the court establishes the actual necessity and usefulness of the renovations, depending on other pieces of evidence provided.

- Uses of the dwelling
    - Are the following uses allowed or prohibited?
        - keeping domestic animals
        - producing smells
        - receiving guests over night
        - fixing pamphlets outside
        - small-scale commercial activity

The tenant is obliged to use the dwelling “prudently and diligently”, in compliance with the purpose stipulated in the contract.

This implies that the tenant will refrain from committing abuses in its use and that he/she will respect the purpose for which the good was rented. The abusive character of the tenant’s behaviour will have to be sanctioned restrictively.

If the profession of the tenant is mentioned within the contract, the consent of the landlord is needed for carrying out the profession (e.g. liberal arts, handcraft) in the dwelling.

However, the dwelling cannot become the headquarters of a political party or the premises for commercial activity. The judicial practice has concluded that we can talk about a change in the purpose of the inhabited space only when the dwelling is used for commercial purposes and not when the dwelling, rented under the provisions of the lease legislation, also represents the premises of a trading company (just a company seat, without carrying out real commercial activity). A company seat, as an identifying attribute thereof, is meant to localize it spatially, and to establish the legal relationships of the company, and it can differ from the place where the company is carrying out its activity.

The abusive use of the dwelling entails the change of its shape and purpose without the consent of the landlord. The provisional works executed by the tenants or cohabitants for facilitating its use do not constitute a transformation of the structure of the dwelling, so the consent of the landlord is not needed for these works. The consent of the landlord in order to change the purpose or the structure of the dwelling is needed when their rights, i.e. the property rights or the inhabiting rights, would be affected by the transformations or the planned works.

The legal interdiction to carry out constructional alterations takes into consideration the protection of the landlord's property right. The propriety right cannot be disturbed by starting constructional works which are not circumscribed within the limits of the tenant's right of use stipulated in the rental contract.

The parties can freely agree about the tenant's right to keep animals in the rented dwelling.

The legal sanction for the breach of this contractual obligation of the tenant to respect the intended purpose of the dwelling space is the termination of the rental contract at the request of the landlord and the payment for the recovery of damages.

There are even special laws which ratify this interdiction. According to art. 13 of GEO 40/1999, the tenants living in nationalised buildings whose intended purpose was habitation, who have changed the function of the building without the prior consent of the owner, could not benefit from the legal prorogation of the renting contract or the rightful renewal thereof, and they could be evicted at the request of the building's owner.

The termination of the contract can apply even in the case of a partial alteration of the functionality of the rented space.

The alteration of the purpose of the dwelling can be carried out only with the formal consent of the landlord, or under the provision of a contractual clause to this end. The extent to which the change of the aspect or the functionality of the dwelling, approved by the landlord, affects the aspect or the functionality of the common property, the consent of the flat owners' association is also required, as well as a favourable notice on the side of the owners or the renting contract holders of the dwellings neighbouring the space whose functionality is subject to altering.

4.2. Landlord's rights

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

In the private rental market there is no legal rent control. The parties can agree on any rent

level. At the same time, the rent amount must be serious (it must not be insignificant) and sincere (it must not be fictitious). Otherwise, the rental housing contract may be declared non-existent. Of course, the rent amount can be much higher or lower than the market value because the parties are free to agree any amount they want. It is a common practice in the market.

In principle, the amount of the monthly rent as well as its rules for changing and the method of payment, have to be stipulated in the contract. In this sense, the Civil Code stipulate that the closing up of the lease contract takes place as soon as the parties, by consensus, have agreed on the good and its price, i.e. the rent. The text is corroborated with article 1798 of the Civil Code. The latter stipulates that the lease contracts concluded in written form, that have been registered with the fiscal bodies, as well as the authenticated ones, represent enforceable titles for the rent payment at the term and by the method stipulated in the contract or, in the lack thereof, by the law.

By means of special norms, the contractual freedom may be restricted, regarding the rent amount, where such a measure can be justified by reasons related to social protection. This kind of restrictions are applicable equally to the dwellings belonging to the public and private domain of the state[6] or that of the administrative and territorial units and with respect to the special status dwellings (social houses, houses for employees on business premises, company houses, hostels for the employees of the trading companies, companies, national societies or autonomous administrations) and to the dwellings privately owned by natural or legal persons.

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

The parties are free to set any rent amount. By agreement of the parties, the rent may also increase or decrease from one year to another, can be renegotiated after a certain period of time, can be determined by a third party, expert, etc. Under the general practice of the housing lease contracts, in case of contracts concluded for a period of one year, the rent remains unchangeable during this period.

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

[6]The private domain of the state consists of movable and immovable assets which are not affected to a general interest or public service and therefore the rules of private law apply. On the other hand, the public domain includes: land under which public buildings are built, markets, communications paths, road networks and public parks, ports and airports, lands under forest, the river bed, lake/rivers basins, the Black Sea shores, including beaches, land for nature reserves and national parks, monuments, ensembles and archaeological sites, land or military or other assets which, by law, are in the public domain of the State or which, by their nature, serve a public interest. Land belonging to the public domain are inalienable and imprescriptibly. They can not be placed in the civil circuit unless, under the law, are transferred to the public domain.

In the public sector, the procedure is expressly regulated by GEO 40/1999 as shown above. In private rental housing, the situation is determined by the contractual clauses. If there is a contractual provision which allows the landlord to increase the rent (on the basis of objective criteria), it must be carefully applied. Otherwise, the only solution is a judicial adaptation of the contracts on the grounds of hardship clause regulated under article 1271 of the New Civil Code.

In the public sector, the tenant can be passive (not respond to the notification) and to oppose to the rent increase until the judicial claim is introduced. In front of the court the tenant can bring arguments regarding the groundlessness of the state/administrative unit/public institution request. However, if the court admits the grounds for rent increase, the only option the tenant has to oppose the increase is the termination of the contract.

In the private housing market, the opposition of the tenant can be expressed in the court: as an opposition to the judicial change of the rent or as a judicial claim against the rent increase on contractual grounds.

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

In principle, the landlord does not have the legal right to enter into the rented dwelling without the consent of the tenant. Moreover, this protection of the tenant's right to use the dwelling is underpinned by criminal law.

As an exception to the principle mentioned above, the tenant is obliged to allow the landlord to examine the dwelling or to allow the access of the potential buyers or future tenants. The landlord can check the dwelling in the presence of the tenant, between 7 am to 8 pm, after a written notification. This legal provision is backed (using the expression "reasonable intervals") by the New Civil Code.

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

Romanian law does not forbid the landlord to keep a set of keys, which is common in practice.

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

The landlord cannot lock a tenant out of the dwelling, because such an act of vigilantism is not legitimated by the Romanian law system.

    - Can the landlord legally take or seize a tenant's personal property in the rented dwelling, in particular in the 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?
- 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)?
- May the tenant leave before the end of the rental term if he or she finds a suitable replacement tenant?

The tenant can terminate unilaterally the rental contract by legal notice, provided that a notice deadline of at least 60 days is met. Given the public order character of the rule, the clause by means of which the parties exclude the denunciation right of the tenant or by which they establish a notice deadline shorter than 60 days is taken as not stipulated. The tenant does not have to explain the reasons of his decision, but he cannot terminate the contract for the non-execution of the obligations by the landlord without a justification, in which case he can obtain the termination of the contract.

The tenant can terminate, given the aforementioned terms, not only the initial contract, but also the amended contract or the one for which a legal prorogation has been established as in the last case, as maintained in the judicial practice, the prorogation is established in the best interest of the tenant, who can waive this right.

The tenant does not have to pay any compensation interest for discontinuing the tenancy before the deadline stipulated in the contract, but he/she could be obliged to pay the rent by the end of the date of the notice deadline, even if he leaves the dwelling before that date.

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)?

First of all, according to the Romanian Civil Code a lease agreement cannot be concluded for an indefinite term. The maximum period of time for which a lease contract can be entered must not be in excess of 49 years. Therefore, open-ended lease contracts may exist, but solely limited to the maximum number of years referred to hereinabove.

Second of all, in case a housing lease contract is concluded without a term/duration being explicitly mentioned in its content (which is mainly a theoretical hypothesis), then the Romanian Civil Code regulates that such lease agreement may be terminated by the landlord with a written notification which cannot be lower than:

(i) 60 days in case the period of time for which the rent payment has been set-up is one month or higher;
(ii) 15 days in case the period of time for which the rent payment has been set-up is under one month.

In what concerns the eviction, it is important to underline that should the landlord and tenant not reach a common agreement, the eviction can be made only based upon a court decision.

- Must the landlord resort to court?

The right for the tenant to contest the landlord's termination notice cannot be banned and/or eliminated in the contract. Note should be made that based upon the relevant regulations of the Romanian Civil Code in the field of open-ended lease contracts referred to hereinabove, the probability of a positive result of the tenant's challenge might be reasonably deemed as limited. In conclusion the landlord is not under the obligation to resort to the court of law for the unilateral termination of the housing lease contract.

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

In the hypothesis presented above (*i.e.,* termination by the landlord of an open-ended housing lease agreement) in theory there should not be any issues with obtaining an eviction court decision. However, in case, by virtue of example exclusively, the tenant has performed certain improvement works to the premises the landlord may be obliged to cover the relevant expenses prior to the premises' surrender. The Romanian Civil Code specifically provides that the tenant's eviction procedure can be made based upon a court decision issued in this respect.

- Under what circumstances may the landlord terminate a tenancy before the end of the rental term?
  - Are there any defences available for the tenant in that case?
- 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?

As above mentioned the Romanian Civil Code stipulates that in such hypothesis the tenant's eviction can only be made based upon a court decision / order obtained by the landlord in this respect. In such case, the tenant is obliged to the payment to the rent agreed under the lease contract until the effective surrender of the premises / dwelling and to the payment of any damages of any kind caused to the landlord until such date.

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 timeframe and conditions of returning the tenant's security deposit are freely negotiable between the parties. The landlord is not entitled to keep the deposit for reasons that haven't been agreed or without a justified and documented reason.

- What deductions can the landlord make from the security deposit?
  - In the case of a furnished dwelling: may the landlord make a deduction for damages due to the ordinary use of furniture?

Without proving and justifying that the tenant made damages to the dwelling, the landlord can't refuse the deposit returning.

4.4. Adjudicating a dispute

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

- Is an accelerated form of procedure used for the adjudication of tenancy cases?
- Is conciliation, mediation or some other form of alternative dispute resolution available or even compulsory?

The eviction of tenant is to be carried out on the basis of a court order. The tenant has to pay the rent stipulated in the contract until the tenant leaves the dwelling, as well as to repair all damages brought upon the landlord's property until then. As a way to protect the tenant and to guarantee his/her right of usage, the eviction of the tenant can only be carried out through a court order, on the basis of the procedural dispositions of the common law.

The New Code of Civil Procedure, which applies from 15th of February 2013, includes some legislative solutions meant to ensure a well-balanced safe-guarding of the rights and interests of the parties to the residential lease contract.

Art. 1039 of the New Code of Civil Procedure (NCCP) regulates the cases when the tenant or the occupant, after being notified according to the procedure stipulated under art. 1037-1038 of the New Code of Civil Procedure (through an officer of the court), willingly leaves the dwelling. Under these circumstances, the owner or landlord may resume possession of the dwelling, de jure, without needing any kind of legal eviction procedure.

Voluntary eviction which translates into leaving the dwelling, without drawing up a formal transfer protocol is very dangerous for the former tenant because, upon taking over the dwelling, he/she did sign such a transfer protocol. In this case, it will be impossible for the tenant to prove that he/she has left the dwelling in the exact same condition in which he/she received it.[7]

If the tenant does not voluntarily leave the dwelling, the eviction may be carried out only by means of a court order. The eviction court order may be opposable and is effective to all parties who live together with the tenant, with or without a right to do so.

Furthermore, if the tenant or occupant who has been notified of the eviction refuses to leave the dwelling, or has given up on his/her right to be notified and has lost, on any grounds, the right to use the dwelling, the landlord or the owner will ask the court to carry out, by means of a court order, the immediate eviction of the tenant or occupant at issue, on the basis of lack of right to keep using the dwelling.

The law stipulates that the court may receive an eviction demand from a landlord or owner only if the tenant or the occupant of the dwelling has been notified of this, through an officer of the court, in a 30 days' time-frame. Under such circumstances, if a notice has not been sent to the tenant, the eviction process could be dismissed on grounds of having been prematurely requested.

The eviction is not prematurely requested if the tenant has given up in writing on their right to be notified of the eviction. The landlord's right to immediately evict the tenant by means of a court order is, hence, acquiesced.

5. Additional information

[7] A.P. Dimitriu 'Corelatii. Explicatii'. in Gh. Piperea et al. Noul cod de procedura civila. Note. (Bucharest: Editura Ch Beck, 2013) 1001.

- 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 conditions of becoming tenant in a public dwelling are stipulated in ministerial orders, detailed at local level by the local authorities that are entitled to detail and approve specific allocation criteria, according to local economic and social realities. People that are living in the municipality for a number of years are favored. The legal procedure privileges the mayor to nominate a special inter-departmental committee that analyses all submitted applications and prepares the final approval by the Local Council.

The most important and largest housing subsidy currently is the ANL program “Rental Housing for Young People”. The local authorities assign the housing units built through the National Housing Agency taking into account the applications submitted. In order to get a housing unit, a prospective tenant must register a file with his application at the local authority.

Main criteria establishing the access to a housing unit:

1. The applicant for a housing unit, who may be assigned a rented housing unit for young people between 18 and 35 years of age on the date when the housing unit is assigned. The application for a housing unit is made only individually and in the applicant's own name. Supporting documents: legalized copy of the birth certificate and/or the identity card.

2. The applicant and the applicant's family members - spouse, children and/or other dependants shall not privately own or did not privately own a housing unit and/or have not been assigned another renting housing unit for young people in the locality where they applied for a housing unit (as far as Bucharest is concerned, this restriction refers to the fact that the applicant should not privately own a housing unit in Bucharest, irrespective of the sector). Supporting documents: legalized representations (statements) of the applicant and, as the case may be, legalized representations of the applicant's spouse and of the other family members of the applicant, who are of age. NOTE: - This restriction does not refer to housing units alienated as a result of a divorce (property adjustment) or abusively nationalized housing units which have not been subject to restitution in kind.

3. The applicant for a housing unit must carry on his/her activity in the locality where the housing unit is situated. In the case of the sectors in Bucharest and the Ilfov county communes situated within their proximity (around Bucharest), the area which this requirement refers to shall be determined by the local authorities with the approval of the Ministry of Construction, Transport and Tourism, for each of the housing sites, and it will be made public in compliance with Article 14, paragraph (1) of the Methodological Norms. Supporting documents: certificate issued by the institution the applicant works for (stating that the applicant is their employee) accompanied by a copy of his/her updated Work Record.

4. The allocation of the housing units is made within the limits of the available housing stock, taking into account both the vacant housing units from the existing housing stock and the housing units to be completed under sub-projects approved and included in the Program regarding the renting housing construction for young people.

- Is any kind of insurance recommendable to a tenant?

The main connections between the housing market and the insurance industry are made through the mortgage market, since banks requires mandatory property insurance for their mortgages. It is not usual for local insurance companies to develop and promote specific products for tenants. However, there are some insurers that offer products for protecting tenants' valuable goods.

- Are legal aid services available in the area of tenancy law?
- To which organizations, institutions etc. may a tenant turn to have his/her rights protected? [please indicate addresses, email addresses and phone numbers]

The main local body for consumers' rights protection is the National Authority for Consumers' Protection, that is coordinated by the Ministry of Economy, Trade and Business Environment. The authority coordinates and implements Government policy and strategy in the field of consumers' protection.

Address: 72 Aviatorilor Blvd., 1st district, Bucharest, Romania
Email: office@anpc.ro
Tel: +40 372 131951
www.anpc.gov.ro