

Some Aspects of German Landlord-Tenant Law

This handout is intended to provide some basic information on German Landlord-Tenant law. It is not intended to provide in-depth answers to every situation. If you have specific questions which are not addressed, please make an appointment with a German Legal Assistance Attorney.

Before you sign any lease, you should consult your nearest Legal Assistance Office or Housing Referral Office to ensure you understand your obligations and rights.

Damages

A tenant is responsible for the damages caused by him or his invitees. This includes damage caused by movers. The landlord may charge a tenant for damage caused by movers and it is then the tenant's responsible to recover from the movers. Frequently landlords attempt to recover replacement costs rather than repair costs. This is generally not allowed. For example, if the tenant has burned several cigarette holes in a carpet, a landlord is generally limited to recovering the value of the carpet if the holes were not there, not the cost of a new carpet.

Termination

Generally a tenant has a right to terminate a lease upon giving the landlord three months notice effective at the end of a calendar month. There are limited exceptions to this general rule, and the lease must state these exceptions for them to apply. A landlord's right to terminate a lease is more restrictive. A landlord must show a compelling reason such as the need for the premises to house himself or a family member. Often landlords will attempt to terminate a lease because they want to sell the property. This is not considered an appropriate reason to terminate a lease. A tenant may object, even if the landlord's reason to terminate the lease is warranted, and request an extension if the termination causes an undue hardship. For example, a Soldier who is being reassigned in few months may object to the termination because it is unreasonable to find another house for just a few months.

Rent Increases

A landlord's right to increase rent during the term of the lease is also limited. Under German law, a demand for a rent increase during the term of the lease is treated as an offer to enter into a new lease with more rent. A landlord's desire to receive more rent does not usually warrant termination of a lease. But a tenant needs to be careful. If the landlord can establish that the tenant pays less rent than what is normally paid for a similar place in the same area, the landlord may seek a rent increase. This would require notice to the tenant. Additionally many leases contain a clause providing for an automatic adjustment to rent for inflation. If a tenant receives notice from a landlord stating rent will be increased in the future without a satisfactory explanation, an attorney should be contacted immediately.

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Deposits

A landlord has to place the deposit into a segregated account that bears interest. The deposit becomes repayable after the lease expires and the tenant has fulfilled all his obligations. German courts generally allow the landlord six months to total and deduct any repair costs cause by the tenant.

Incidental Costs

The landlord can only charge those costs spelled out in the lease that are allowable under German law. For instance, a landlord could charge for the maintenance of an elevator in an apartment building, but not for the cost of repairs to that elevator. Also German leases generally pass more costs on to a tenant than many Americans may be used to in a lease. It is permissible to include lease clauses calling for the tenant to pay real estate taxes and insurance payments. It is also permissible for the landlord to include clauses which allow for an increase of an agreed monthly advance amount if these types of costs increase. The lease may also call for the tenant to renovate or decorate the premises upon departure. Almost all preprinted German lease forms contain clauses passing these costs on to the tenant. Problems sometimes arise when a landlord charges these costs despite an absence of language in the lease allowing him to do so. This is not necessarily malicious on the landlord's part. Many German landlords mistakenly believe the law allows them to automatically pass these costs on to the tenant.