

Rental agreement sample for apartments - Germany

This rental agreement has been created in alignment with the German Law to facilitate clear and transparent agreements between landlords and tenants.

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How to use this template

Sections requiring input are clearly marked with brackets, like the following example:

Phone: [Tenant's phone number]

Replace the text in brackets with the appropriate information. Ensure all fields are accurately completed before finalizing the agreement.

Optional Clauses

Some clauses provide alternative options. These are formatted as follows:

Example (Clause 4.2): Options for providing the security deposit

Option 1: The deposit must be transferred to the Landlord's account no later than [Date].

Option 2: The deposit must be handed over as a savings account in the tenant's name with a pledge agreement in favor of the Landlord no later than [Date].

If one option applies, remove the other to avoid ambiguity.

Disclaimer

This document is a general template. It must be reviewed and adapted to meet the specific legislation and requirements of the parties involved.

It is strongly recommended to consult a legal advisor to ensure compliance with applicable laws and the validity of this agreement.

Important Note

Only the German version of this rental agreement is legally binding. The English version is provided for informational purposes only.

RENTAL AGREEMENT FOR APARTMENTS

Concluded on the date below

Between

Landlord: [Landlord's Name], residing at [Landlord's Address]

and

Tenant: [Tenant's Name], residing at [Tenant's Address]

§ 1 RENTAL PROPERTY

1.1 The Landlord rents out the apartment located at [Address of the Apartment], on the [Floor].

1.2 The rented apartment includes:

- a. [Number] rooms,
- b. kitchen/kitchenette,
- c. bathroom/shower/WC,
- d. optionally, basement room No. [Number],
- e. optionally, garage/parking space.

1.3 The total living area amounts to [Size in square meters] m².

1.4 The rented property includes only the interior spaces of the rental object.

1.5 The condition of all rental spaces will be recorded at the time of handover in a handover protocol.

§ 2 DURATION

2.1 Option 1: Open-ended rental Agreement

This Agreement shall commence on [start date]. The rental Agreement is concluded for an indefinite period. It can be terminated by the tenant or Landlord in compliance with the statutory notice period. The rental Agreement can first be terminated on [Date].

2.2 Option 2: Fixed-term rental Agreement

The rental Agreement is for a fixed term and ends on [Date]. An extension is possible but requires a written Agreement.

The limitation of this rental Agreement is due to the Landlord's need for the apartment after the rental period for [Reason for limitation, e.g., personal use, planned renovations, or demolition]. This limitation is permissible under § 575 BGB and stipulated accordingly.

2.3 The tenant is obligated to fulfill their legal registration requirements within one week after moving in.

§ 3 RENT

3.1 The monthly rent amounts to [Amount] € (in words: [Amount in words] euros).

3.2 The rent is to be paid in advance, no later than the [Day] of each month, to the following account of the Landlord:

- a. Account holder: [Account holder's name]
- b. IBAN: [IBAN]
- c. Bank: [Bank name]

3.3 [Optional] Upon the Landlord's request, the entire rent must be paid via participation in the SEPA direct debit procedure for the entire duration of the Agreement. The tenant is therefore required to ensure sufficient funds in the account to cover the payments due. Any costs incurred due to unpaid direct debits will be charged to the tenant. The Landlord is entitled to charge reminder fees and default interest in the event of late payment.

3.4 Any changes to the Agreement, including rent increases or other declarations, must be made in writing unless mandatory legal provisions require another form.

3.5 In the event of non-payment of rent within the specified period as mentioned under 3.2, and after the landlord has issued a formal notice of default, this lease shall be automatically terminated by operation of law without the need for any further legal proceedings. The tenant shall be required to vacate the premises immediately, and the landlord shall have the right to claim damages and any unpaid rent.

§ 4 SECURITY DEPOSIT

4.1 To ensure compliance with the obligations derived from this Agreement, the Tenant provides the Landlord, at this time, a security deposit of [amount of deposit] euros (€), equivalent to [number of months] months' rent, in accordance with § 551 of the German Civil Code (BGB).

4.2 [Options for providing the security deposit]:

- a. Option 1: The deposit must be transferred to the Landlord's account no later than [Date].
- b. Option 2: The deposit must be handed over as a savings account in the tenant's name with a pledge agreement in favor of the Landlord no later than [Date].

4.3 The deposit will be refunded to the Tenant within [number] days after the end of the tenancy, less any claims by the Landlord, provided there are no damages to the Property and all contractual obligations have been fulfilled.

4.4 The landlord agrees to pay interest on the security deposit at the standard interest rate for savings deposits with a three-month notice period at a financial institution when returning the deposit.

4.5 In the event of damages or outstanding debts, the Landlord will notify the Tenant at least two weeks in advance, detailing the deductions to be made from the deposit.

§ 5 ALLOCATION OF HEATING COSTS AND UTILITIES

5.1 In addition to the base rent, the tenant shall bear all incurred utilities in accordance with §§ 1 and 2 of the Operating Costs Ordinance (BetrKV) in its current version.

5.2 Utilities include, among others: heating, water and sewage costs, electricity, waste disposal, etc.

5.3 The tenant shall pay a monthly advance on utilities amounting to [Amount] €.

5.4 An annual reconciliation of the actual utility costs will be carried out.

5.5 The total costs for heating and hot water will be allocated based on the square meter area of the living space and the proven heat consumption unless a different distribution key permissible under the Heating Costs Ordinance is chosen later.

5.6 If the tenant has a credit balance, it will be refunded.

§ 6 HEATING AND HOT WATER SUPPLY

6.1 The Landlord ensures that the apartment is equipped with a functional heating system and hot water supply.

6.2 The heating system will be operational during the heating period, usually from October 1 to April 30.

6.3 The tenant is obligated to use the heating and hot water supply properly and to promptly report any malfunctions or damage to the Landlord.

§ 7 TENANT'S RIGHTS AND OBLIGATIONS

7.1 The tenant agrees to treat the apartment and its associated inventory with care and to promptly report any damages to the Landlord.

7.2 Subletting and the keeping of pets require the prior written consent of the Landlord, except for small animals that are typically allowed without approval.

7.3 If several individuals are tenants under this rental agreement (e.g., spouses, partners in a common-law relationship, or roommates in a shared apartment), they are jointly and severally liable for all obligations arising from this rental agreement, including but not limited to the payment of rent, utilities, and any other charges or responsibilities. Each tenant is fully responsible for the entire amount due, regardless of whether any co-tenant fails to meet their obligations. In the event of a default by one or more tenants, the remaining tenants shall be required to fulfill the unpaid obligations in full, and they may seek reimbursement from the defaulting tenant(s) if desired. This joint and several liability applies throughout the duration of the lease and remains in effect even if there are changes in the tenant composition.

§ 8 HOUSE RULES

8.1 The tenant agrees to follow the general house rules attached to this rental Agreement.

8.2 Noise disturbances must be avoided particularly during quiet hours from 10:00 p.m. to 7:00 a.m., from 1:00 p.m. to 3:00 p.m., and all day on Sundays and public holidays.

§ 9 DELIVERY AND USE OF THE RENTAL PROPERTY

9.1 The Landlord provides the apartment to the tenant in the condition at the time of handover, which is documented in a handover protocol and forms part of this rental Agreement.

9.2 The tenant agrees to treat the apartment with care and to report any damages to the Landlord without delay.

9.3 Defects already known at the beginning of the tenancy are accepted by the tenant as contractual. The Landlord is not liable for initial defects that exist without the Landlord's fault.

§ 10 LANDLORD'S ACCESS RIGHTS

10.1 The Landlord, or a person authorized by the Landlord, may access the common areas of the Property as needed for maintenance, inspections, or emergencies. Access to the Tenant's Room is strictly prohibited unless in emergencies or with prior written consent from the Tenant. For access to the rental property for important reasons, such as necessary repairs, the ending of the tenancy, or the pending sale of the property, the Tenant must be informed in writing at least three days in advance. The Tenant's private concerns will be taken into account as much as possible. If multiple visits are required, such as for presenting the apartment to prospective buyers or future tenants, access is limited to a maximum of one hour per week.

10.2 The Landlord must provide at least 48 hours' notice before accessing any part of the Property, except in emergencies requiring immediate access to prevent damage or harm.

§ 11 COSMETIC REPAIRS

11.1 During the rental period, the tenant is obligated to carry out any necessary cosmetic repairs at their own expense in a professional and proper manner. Cosmetic repairs include: Removing wallpaper, wallpapering, painting interior walls and ceilings, painting radiators including heating pipes, professionally cleaning floors (e.g., parquet, laminate, or carpets), painting doors (interior side of exterior doors), and wooden windows.

11.2 Generally, cosmetic repairs in the rented premises are expected to be necessary at the following intervals:

- a. In kitchens, bathrooms, and showers every 3 years
- b. In living rooms, bedrooms, hallways, entryways, and toilets every 5 years
- c. In other ancillary rooms every 7 years

These intervals begin at the start of the rental period.

11.3 Renovation intervals may be shortened or extended in individual cases due to tenant behavior deviating from the norm, such as if the tenant does not use the apartment continuously or if there are no children in the household, which typically result in increased wear and tear. However, if necessary, cosmetic repairs must be completed no later than at the end of the tenancy.

11.4 If the tenancy ends before the required cosmetic repairs are due, the tenant must either complete the necessary cosmetic repairs or bear a proportional share of the repair costs.

§ 12 MODIFICATIONS

12.1 Structural changes by the tenant are not permitted without the written consent of the Landlord.

12.2 The Landlord is entitled to carry out structural changes or necessary work on the rental property or the building to avert acute dangers or repair damages without the tenant's consent.

12.3 The tenant must tolerate modernization measures that improve the rental property or the building, as well as measures to save energy or water or create new living space, in accordance with § 554 BGB, unless the measure imposes an unreasonable hardship on the tenant, their family, or other household members.

12.4 The Landlord will inform the tenant at least three (3) months before the start of the planned work in text form about the type, expected scope, and duration of the measures, as well as the expected rent increase.

§ 13 EXTRAORDINARY TERMINATION OF THE TENANCY

13.1 Both parties have the right to terminate the tenancy without notice if the other party grossly and culpably violates their contractual obligations. Such termination is particularly justified if the behavior of the other party significantly and permanently disrupts the house peace, making the continuation of the tenancy unreasonable.

13.2 The Landlord may also terminate without notice in accordance with legal requirements, particularly in the following cases:

- a. if the tenant, despite warnings, uses the rental property in violation of the Agreement, sublets it without authorization, or repeatedly violates the house rules;
- b. if the tenant falls into arrears with rent payments, either for two consecutive payment periods with more than one month's rent or for a longer period with an amount equivalent to two months' rent.

13.3 Termination without notice must be made in writing and declared promptly to the other party.

§ 14 RETURN OF THE APARTMENT

14.1 Upon termination of the tenancy, the tenant is required to return the apartment swept clean and in its original condition, along with all handed-over keys, to the Landlord or the Landlord's authorized representative.

14.2 Damages exceeding normal wear and tear will be repaired at the tenant's expense if the tenant is responsible for them.

§ 15 WRITTEN FORM AND AMENDMENTS

15.1 Amendments or additions to this rental Agreement must be made in writing. This also applies to the waiver of the written form requirement.

15.2 Oral side agreements are not valid.

§ 16 NOTIFICATIONS

16.1 All notifications shall be made in writing and will be deemed valid if delivered in person, by certified mail, or to the following email addresses:

- a. Landlord:
Email: [Landlord's email address]
Phone: [Landlord's phone number]
- b. Tenant:
Email: [Tenant's email address]
Phone: [Tenant's phone number]

§ 17 DATA PROTECTION

17.1 The Landlord processes the tenant's personal data provided in the rental Agreement in accordance with Article 6(1)(b) and (f) GDPR to fulfill contractual obligations and stores them electronically, if necessary. Data will only be shared with third parties to the extent required for agreement performance, e.g., with craftsmen or billing services.

17.2 Personal data will be stored after the end of the Agreement for the statutory limitation period of three (3) years and then deleted unless legal retention periods require longer storage. The tenant has the right to access, rectification, erasure, restriction of processing, and data portability in accordance with Articles 15–21 GDPR.

§ 18 VALIDITY OF AGREEMENT PROVISIONS

18.1 Should any provision of this Rental Agreement be invalid or unenforceable, the validity of the remaining provisions shall not be affected. If a clause is invalid due to mandatory statutory provisions, this restriction shall also apply to the other party to the Agreement.

18.2 For all disputes arising from this Rental Agreement, the court at the location of the rental property shall have jurisdiction.

§ 19 FORCE MAJEURE

19.1 Neither party shall be held liable for delays or failure to fulfill their obligations under this Agreement if such delays or failures are due to events beyond their reasonable control, including but not limited to natural disasters, pandemics, government actions, or other force majeure events as defined under German law.

19.2 In such cases, the affected party must notify the other party within five (5) business days of the occurrence of the event.

19.3 Both parties agree to negotiate in good faith to adjust the terms of the Agreement or suspend its execution until the event no longer prevents compliance.

§ 20 GOVERNING LAW AND JURISDICTIONS

20.1 This Agreement shall be governed by German law, specifically the provisions of the

German Civil Code (Bürgerliches Gesetzbuch, BGB) for tenancy agreements and, subsidiarily, the general regulations of civil law.

20.2 Any disputes arising from this Agreement shall be submitted to the Courts and Tribunals of [city or agreed location].

20.3 The Parties agree that this Agreement may be signed electronically, using a recognized digital signature platform such as DocuSign or an equivalent. Such electronic signatures shall have the same legal effect as handwritten signatures, in accordance with German law. Each Party shall retain a signed copy of this Agreement, whether in digital or paper format, for reference and legal proof purposes.

SIGNATURES

Place, date: _____

Signature of the Landlord _____

Name of the Landlord: [Name of the Landlord]

Signature of the tenant _____

Name of the tenant: [name of the tenant]

Annexes: Copies of ID, energy certificate, inventory, guarantor information (if applicable), house rules, and move-in inspection report.