



# **BROCHURE ON HOUSING CANTON OF GENEVA**



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## 1. Fraud

Since there is a high demand for housing in the Swiss-French border area, finding a house can often be challenging and frustrating. The high demand caused an increase in both rental prices and the amount of fraudulent cases in the housing market.

Main tips:

- 1.1 Do not pay any money before you have visited the property and met the property owner. If you are unable to visit the property, ask someone else to go for you. Insist on getting a receipt of payment of whatever amount.
- 1.2 Do not send money over money transfer services such as Western Union or MoneyGram, since these services make money untraceable. Wiring money over these services is not common practice when looking for a house and a red flag for fraud.
- 1.3 Asking for bank account details or credit card numbers is not a normal procedure for renting a house.
- 1.4 Be careful with sending copies of your ID or passport, there have been cases of Identity theft and frauds in the past.
- 1.5 Trust your gut feeling. If something does not feel right with the place or the supposed owner of the property, be attentive to your next steps

## 2. How to find housing

- 2.1 Consult the CERN Housing Service [website](#).
- 2.2 Check the Public marketplace for CERN people and beyond [website](#).
- 2.3 Contact the Housing Service of the International Geneva Welcome Centre (CAGI). The CAGI website provides essential general information. CAGI can help you with house-hunting and understanding your tenancy agreement to avoid any subsequent problems: <https://www.cagi.ch/en/home.php>,  
e-mail: [immo.cagi@etat.ge.ch](mailto:immo.cagi@etat.ge.ch)
- 2.4 CAGI hosts a housing exchange platform (*bourse de logement*) for international civil servants:  
<https://www.cagi.ch/en/practical-infos/housing-platform/>



- 2.5 Check the USPI Geneva [website](#), in particular the list of estate agents who are members of this association, to view the properties they have available and make contact. You can also complete a general request and send it to the many estate agents who are members of this association.
- 2.6 Consult the small ads in periodicals like [GHI](#) (“Genève Home Information”) or “[Tout l’immobilier](#)” and in daily newspapers such as “La Tribune de Genève”, “Le Temps” or “24 heures” (in the canton of Vaud).
- 2.7 If you respond to an ad placed by a private individual, be very careful if asked to pay a reservation deposit before visiting the property. Ask CAGI for more information as to whether such a request is valid.
- 2.8 Check the MICE (Meetings, Incentives, Conferences and Exhibitions) [website](#) where you can find the [list](#) of hotels / residences offering preferential rates for CERN users who have a NICE account.

### 3. The tenancy agreement process

#### a) Documents required

- Valid identity document.
- *Carte de légitimation* or residence permit.
- Proof of salary ([attestation de salaire](#)) or employment contract provided by your employer.
- Proof that no legal proceedings have been brought against you (*attestation de non-poursuite*) provided by the *Office des poursuites*. This document is usually required by the estate agents and is even issued for people who are still living abroad ([see FAQ](#)).

#### b) Tenancy agreement

The tenant and the lessor (the owner or the estate agent acting on the owner’s behalf) conclude the tenancy agreement **in writing**.

Several types of tenancy agreement exist; this document does not attempt to describe them all. Above all, you should **check the proposed duration** of the agreement, which must be indicated in years, months and days, along with the start and end dates.

Fixed-term tenancy: the tenancy is concluded for a specific period, with no possibility of renewal. However, in the absence of communication



between the parties, it is extended de facto and becomes renewable, in which case the time limits set by the cantonal authorities apply.

Indefinite tenancy: the initial duration of the tenancy is a minimum of one year and it is tacitly renewed under the same conditions, unless notice of termination is given at least three months in advance of the next expiry date.

Minimum duration tenancy: e.g. three years; this offers security but may be disadvantageous if the tenant wishes to leave earlier.

The **agreement** must indicate the monthly rent and its composition (net rent and charges). If the charges are not mentioned, they are considered to be included in the rent. A list of supplementary fees included in the charges must be included in the agreement.

The agreement may be signed also by the tenant's spouse or registered partner. Any subsequent actions or requests, in particular notices of termination, will be valid only if the signatures of both spouses or partners appear on the document. The same applies if several tenants are named on the tenancy agreement (cohabiting partners or multiple tenants). When there are several tenants, the agreement will generally indicate that they are jointly and severally liable. This means that the lessor is entitled to claim the total rent from one of the tenants, in principle the most solvent.

### c) Deposit

The lessor may require a deposit, serving as a guarantee in the event of non-payment of rent or damage to the property. The deposit must be provided for in the tenancy agreement and **cannot exceed 3 months' rent**.

In practice, the tenant pays the amount of the deposit into a bank savings or deposit account in his or her own name and provides the lessor with a document (template form) as proof of the deposited amount.

If the tenant experiences difficulties in raising the required sum, he or she can contact various organisations that offer special rent guarantee facilities. You must check that the lessor will accept this type of guarantee. You can ask CAGI, for example, which organisations offer this facility to people in possession of a *carte de légitimation*.

The deposit is returned at the end of the tenancy. The owner will give consent to the bank to release the deposit amount after the departure inventory is complete. Without this consent, the bank cannot return the deposit to the tenant until a year has elapsed since the end of the tenancy agreement.

If the lessor claims part of the deposit as payment of any expenses relating to the tenant's departure, the tenant must agree for the money to be released.



If the lessor is not responsive or a disagreement arises regarding the expenses relating to the tenant's departure, the parties should endeavour to resolve the situation as soon as possible.

d) **Inventory**

The **arrival inventory** must be drawn up by the tenant and the lessor (the owner or the estate agent acting on the owner's behalf) in the presence of both parties, who sign it and each keep a copy. Any work that the lessor undertakes to perform must be mentioned. Defects or malfunctions observed in the days after the tenant takes possession of the property must be indicated to the lessor immediately in writing.

In the case of furnished accommodation, all items must be included in the inventory.

The **departure inventory** is carried out once the tenant has removed all of his or her possessions from the property and has handed back the keys.

The tenant is advised to attend the departure inspection (although it is not compulsory), which is carried out by the lessor. The lessor writes a report and immediately notifies the tenant of any defects observed (as per art. 267a al. 1 of the *Code des Obligations*). The tenant may make comments on the form.

The departure inventory is signed by both parties.

If the tenant or the lessor subsequently discovers any errors or omissions in the departure inventory, he or she must notify the other party within two or three working days. The tenant may contest the expenses relating to departure if they include charges for repairs arising from damage not reported immediately. The law stipulates that, if no arrival inventory was carried out, the owner must prove that any defects were not pre-existing.

e) **Personal liability insurance (RC, *assurance responsabilité civile*)**

The lessor will generally require a personal liability insurance certificate (*attestation d'assurance RC*). This insurance covers injury and material damage to third parties.

If the tenant causes damage to the property, this should be reported as soon as possible to the RC insurance provider, even if the damage is observed during the departure inventory process.



## f) Termination of a tenancy agreement

### ***By the lessor:***

The lessor must give notice using an official cantonal form, at least three months prior to the expiry date of the tenancy agreement.

Within 30 days of receipt of the notice, the tenant may, if the tenancy end date poses a problem, contest the notice with the mediation authority (*autorité de conciliation*) to request an extension of the tenancy agreement.

### ***By the tenant:***

The tenant must send the lessor a registered letter giving three months' notice (provided that the agreement does not mention a longer notice period) prior to the annual expiry date of the tenancy, otherwise the agreement will be tacitly renewed. The letter must reach the owner by the last day of the month preceding the start of the notice period (if necessary, it can be delivered to the estate agency by hand on the last working day of the month).

For **early termination**, the tenant must mention the departure date, either the end of the month or the 15th of the month, giving **notice of three months and naming a solvent replacement tenant** (ask the lessor for further information on the acceptable criteria) prepared to take over the property on the date indicated; failing this, the tenant must pay the rent until the expiry of the tenancy agreement.

*Persons holding a carte de légitimation may avail themselves of the diplomatic clause which, in Geneva, is included as standard in the tenancy agreement (in the canton of Vaud you must request its inclusion). This clause offers the tenant special conditions granting release from the obligations of the agreement more quickly in the event of departure due to the expiry of an employment contract. However, unless the lessor and tenant are able to reach an amicable agreement, the tenant remains liable for three months' rent.*

In the event of any doubts about the timescales and conditions to be respected, contact the International Geneva Welcome Centre (CAGI).

N.B. For more detailed information about the process, we strongly advise that you consult the International Geneva Welcome Centre (CAGI) website, which is constantly being updated, and contact their housing service directly for personalised information.



## 4. Useful addresses in Switzerland

The “Living in Switzerland” brochure presents a concise summary of the main rules and laws regarding the rental of housing - in 19 different languages:

[Brochure in 19 languages \(admin.ch\)](#)

### **CAGI - International Geneva Welcome Centre Housing Service**

106, Route de Ferney  
Case postale 103, 1211 Genève 20  
Tel.: 022 546 14 17  
[www.cagi.ch](http://www.cagi.ch)  
E-mail: [immo.cagi@etat.ge.ch](mailto:immo.cagi@etat.ge.ch)

### **ASLOCA - Association Genevoise de défense des locataires (Geneva tenants' association)**

12, rue du Lac  
Case postale 6150  
1211 Geneva 6  
Tel.: 022 716 18 00/05  
E-mail: [asloca.geneve@asloca.ch](mailto:asloca.geneve@asloca.ch)  
[www.asloca.ch](http://www.asloca.ch)  
Information cannot be provided over the telephone.  
Drop-in service or appointments: every day between 5 p.m. and 6 p.m.

### **Office des poursuites (Legal proceedings office)**

46, rue du Stand  
Case postale 208  
1211 Genève 8  
Tel.: 022 388 90 90  
Fax: 022 388 93 20  
<https://www.ge.ch/organisation/office-cantonal-poursuites>

### **USPI Genève (Swiss union of real estate professionals)**

4, rue de la Rôtisserie  
Case postale 3344  
1211 Genève 3  
Tel.: 022 715 02 20  
Fax: 022 715 02 22  
[www.uspi-ge.ch](http://www.uspi-ge.ch)

### **CGI - Chambre Genevoise Immobilière (property owners association)**

4, rue de la Rôtisserie, Case postale 3344,  
1211 Geneva 3  
Tel.: 022 715 02 20  
Fax: 022 715 02 22  
E-mail: [info@cgionline.ch](mailto:info@cgionline.ch)





[www.cgionline.ch](http://www.cgionline.ch)

## 5. FAQ

### a) How can I request an attestation de non-poursuite?

In order to request the “attestation de non-poursuite”, you have two options:

- Create your online “compte simple” following the instructions given on the link below:  
<https://www.ge.ch/poursuites/demander-extrait-du-registre-poursuites>  
Please be aware that a copy of your passport, your phone number and e-mail address will be required.
- Present yourself directly at the "Office cantonal des poursuites". On the following link, you can find the address and opening hours:  
<https://ge.ch/annuaire/service/2549>

If you are currently living abroad when looking for accomodation, you can obtain the “attestation de non-poursuite” by creating your “compte simple” (see above).

