

Subletting an apartment in Switzerland

How to do it like a pro

Planning to go abroad and sublet your apartment in Switzerland? A few smart tips will help you avoid trouble and make sure you find your place just as you left it when you return.

Things to remember when subletting:

Get the landlord's consent

Subletting is generally permitted, but you need the landlord's consent. Clauses in the tenancy agreement that generally prohibit subletting are usually invalid.

Important: In Switzerland, you need your landlord's consent before subletting, whether it is just one room or the entire apartment. Every new subtenant must be declared. Subletting without permission can, in the worst case, lead to termination of your tenancy agreement.

Useful tips: Subletting is not prohibited. Contract clauses that generally prohibit subletting are legally invalid. However, the landlord may refuse consent if:

1. you refuse to disclose the subletting terms;
2. the subletting terms are abusive compared with the main tenancy agreement, for example due to excessive rent;
3. the landlord would face significant disadvantages, for example overcrowding, noise disturbance or safety risks.

Zebrabox tip: Many people associate subletting with Airbnb and short-term rentals for profit. Short-term rentals, for example Airbnb, are only allowed with the landlord's consent and may be restricted or prohibited depending on the situation. In general, subletting is often less problematic if you intend to move back into the apartment later.

Tenancy agreement

A written subletting agreement is not legally required, but it is strongly recommended to clearly define rights and obligations.

Important: A subletting agreement is similar to a standard tenancy agreement and protects both parties. It is concluded between the main tenant and the subtenant and includes all key terms, rights, obligations and any special arrangements. The safest option is to use a subletting model contract from the Swiss Tenants' Association, as it covers the key points.

Useful tips: Additional costs should be clearly defined. If they are not specified, they are generally considered included in the rent. Further information on tenancy agreements is available from official bodies or the Swiss authorities.

Zebrabox tip: Include a section for notes and special agreements. Prepare two copies and ensure both parties sign.

Rent and deposit

As the main tenant, you are entitled to charge rent to your subtenant, but you must not make an abusive or excessive profit.

Important: There are no fixed legal percentage limits for rent surcharges. However, the rent must not be unfair or excessive compared with the main tenancy agreement. A moderate surcharge, for example for furniture or additional services, is acceptable as long as it does not result in an abusive profit. Charging significantly more than your own rent may lead to repayment obligations.

Useful tips: The main tenant remains fully responsible for paying rent to the landlord, even if the subtenant doesn't pay. This means missed payments can lead to termination of your lease. Protect yourself with a rental deposit (max. three months' rent). Without a clause in the contract, no deposit is due.

Zebrabox tip: Even if your subtenant seems trustworthy, a deposit protects you against damage or unpaid rent.

Risks and potential problems

If you choose to sublet your apartment, you also become a landlord to your subtenant and therefore have rights and responsibilities towards them.

Important: As the main tenant, you remain responsible towards the landlord and may be liable for damage or use that breaches the tenancy agreement during the sublet.

Useful tips: You need to think carefully about who you sublet your apartment to and play it safe. That includes:

- checking identity and creditworthiness
- checking liability and household insurance
- signing a written subletting contract

Always meet in person at handover. Walk through the apartment together, document the condition (photos, inventory list), and sign it. Furniture or valuables you do not want to leave in the apartment during the sublet are best kept in a storage unit. The handover report should also include any existing damage and the number of keys handed over. The rule of thumb is always: Hand over the apartment as you expect to get it back: clean, rubbish removed, and with all keys noted.

Zebrabox tip: It can be useful to define in the contract when and how the subtenant must report damage. You can also grant the subtenant permission to arrange minor repairs.

Notice of termination

Tenancy agreements can be concluded for a fixed or indefinite period. Many tenancy agreements are indefinite. In this case, both parties can give notice of termination in accordance with the agreed notice periods, usually three months.

Important: A subletting agreement can be terminated by either party. Termination should be made in writing. Whether the subtenant must provide a replacement tenant when leaving early depends on the terms agreed in the subletting contract.

Useful tips: The main tenant may also terminate the main lease while subletting. The subtenant is then also affected by the notice of termination and must be informed immediately. The subtenant's contractual claims are generally against the main tenant, not directly against the landlord.

Zebrabox tip: The Swiss Tenants' Association offers advice and services for tenancy-related questions and disputes. For example, members can take out tenants' liability insurance.