



RENTAL TERMS AND CONDITIONS

CHAPTER VI

LEASE

GENERAL PROVISIONS

Article 801

A lease is a contract by which one party (the lessor) undertakes to give to the other party (the lessee) a specified item for temporary use in exchange for a specified fee.

Article 802

The lessor must:

Deliver the item to the lessee at the agreed time and in a condition that allows its use for the purpose agreed upon by the parties;

Ensure the maintenance of the item in the same condition;

Guarantee peaceful enjoyment during the lease period.

Article 803

A lease may not be made for a longer period than thirty years, unless otherwise provided by law. If it is made for a longer or indefinite period, it is only valid for the specified period.

For residential buildings, the lease contract may not be made for a longer period than five years.

For movable items provided for the equipment of an immovable item, the term is equal to the duration of the lease of the latter.

A lease contract for a period longer than one year must be made in writing.

Article 804

The lessee, who has properly fulfilled the obligations arising from the contract, has the right to be preferred over other persons when a new contract is concluded upon the expiration of the lease period.

Civil Code

Rights and obligations of the lessor

Article 805

The lessor must perform, during the lease period, all repairs, except for daily maintenance works that are the responsibility of the lessee.



For movable items, the expenses for ordinary preservation and maintenance are borne by the lessee, unless otherwise agreed.

When the leased item requires repairs that are not the responsibility of the lessee, the lessee is obliged to inform the lessor.

In case of urgent repairs, the lessee may carry them out directly, against reimbursement, provided that they inform the lessor immediately.

[3:17 pm, 30/04/2024] Fiori: Article 806

If at the time of delivery, the leased item is damaged by defects that visibly diminish the value of the agreed-upon use, the lessee may demand resolution of the contract or a reduction in the rent, unless they were aware of the defect or it was easily distinguishable.

The lessor is obligated to compensate the lessee for damages arising from defects in the item, unless they prove, without fault, that they were not aware of these defects at the time of delivery.

If the defects in the item pose a significant risk to the health of the lessee, their family, or dependents, the lessee may demand resolution of the contract even if the defects were known to them.

Article 807

An agreement that excludes or limits the lessor's liability for defects in the item is ineffective if the lessor has maliciously concealed these defects from the lessee, or when the defects are such that they hinder the enjoyment of the item.

Article 808

The provisions of the preceding articles also apply in cases of defects in the item occurring during the lease.

Article 809

If urgent repairs are needed during the lease term, the lessee must allow them to be carried out. If the item is not repaired within a reasonable time, the lessee has the right to a proportionate reduction in rent.

Article 810

The lessor must guarantee the lessee against disturbances that diminish the value of the use and enjoyment of the item, caused by third parties claiming rights over the same item. The lessor is not obliged to guarantee the lessee against disturbances from third parties who do not claim rights over the item. In this case, the lessee retains the right to bring a lawsuit against third parties in their own name.



Civil Code

Article 811

If third parties causing disturbances claim rights over the leased item, the lessee is obliged to immediately notify the lessor, otherwise, they are liable for damages.

If third parties take legal action, the lessor is obliged to participate in the process if summoned.

Rights and obligations of the lessee.

[3:19 pm, 30/04/2024] Fiori: Article 812

The lessee must:

Take possession of the item and use it for the purpose specified in the contract, and when not specified, according to the purpose arising from the nature of the item;

Make payments within the specified deadlines.

Article 813

The lessee is responsible for the loss and damage of the item that occur during the lease contract.

Article 814

The lessee must return the item to the lessor in the same condition as received, in accordance with the description made by the parties in the contract, except for damage or normal wear and tear resulting from the use of the item in accordance with the contract.

In the absence of description in the contract, it is presumed that the lessee received the item in good condition.

The lessee is not responsible for loss or damage caused as a result of aging.

Movable items must be returned to the place where they were received.

Article 815

A lessee who is late in returning the item must pay the specified amount to the lessor until delivery, except for the obligation to compensate for the corresponding damage.

Article 816



Unless otherwise provided by law, the lessee is not entitled to compensation for improvements made to the leased item. But if they have the lessor's approval, they are obliged to pay compensation corresponding to the lesser of the amount of expenses and the value of the beneficial result at the time of delivery. When the lessee is not entitled to compensation, the value of the improvements may offset damages caused by the lessee's gross negligence.

Article 817

A lessee who has made additions to the leased item has the right to remove them at the end of the lease, when this can be done without damaging the item, unless the owner agrees to keep the additions themselves. In this case, the lessee must pay the lessor compensation equal to the lesser of the amount of expenses and the value of the additions at the time of return.

If the additions cannot be removed without damaging the item and constitute an improvement to it, the rules provided in Article 810 apply.

[3:21 pm, 30/04/2024] Fiori: Article 818

The lessee, unless otherwise agreed, has the right to sublease the leased item but cannot transfer the contract to another without the lessor's consent.

For movable items, subleasing is done with the lessor's approval.

Article 819

Without prejudice to their rights against the lessee, the lessor may bring an action against the sublessee to claim the sublease price for which the latter is still liable at the time the action is brought, and to compel them to fulfill all other obligations arising from the sublease contract.

The invalidation or termination of the lease contract also applies to the sublessee, and the decision taken between the lessor and lessee also applies to them.

Termination of the lease contract

Article 820

Lease with a fixed term ceases at the end of the term without the need for its termination to be declared.

Lease without a specified term does not cease if, before the specified term according to Article 803 of this Code, one of the parties notifies the other party that they are terminating the lease.

Renewal of the lease contract

Article 821



The lease is renewed if, after its term has expired, the lessee continues to use the leased item without objection from the lessor.

The new lease is arranged under the same conditions as the previous one, but its duration is specified as a lease with a fixed term.

Relationships with third parties

Article 822

The lease contract may be opposed to a third party who has acquired the leased item, provided that the contract has a precise date before the transfer of the item.

The provisions of the above paragraph do not apply to the lessee of unregistered movable items if the acquirer has acquired possession in good faith.

The lease of unregistered movable items is not opposed to a third-party acquirer, except within 9 years from the start of the lease.

The acquirer must respect the lease in any case if they have undertaken obligations towards the transferor.

Article 823

If the lease has no precise date, but its holding by the lessee as a date is before the transfer of ownership, the acquirer is not obliged to respect the lease, except for the duration corresponding to that specified for leases with an unspecified term.

Article 824

If the lessee is excluded by the acquirer because the lease contract did not have a precise date before the transfer of ownership, the lessor is obliged to compensate for the damage.

Article 825

The acquirer is obliged to respect the lease contract from the day of acquisition for the rights and obligations arising from the lease contract.

