



The Consumers' Union of Finland

# RENTAL GUIDE

Tips and advice for both the tenant and the landlord

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**The Consumers' Union of Finland is a non-governmental organisation which is dedicated to promote the interests and rights of consumers nationwide. You can be a member by contacting us via email or phone or filling in the form in the website.**

ISBN 978-952-9787-61-6 (print)

ISBN 978-952-9787-62-3 (pdf)

2. Updated version.

Legislation part updated at the end of 2016.

## **Introduction**

A rental agreement is an agreement between the landlord and the tenant which is molded by legislation and details agreed upon by the parties. The tenant and the landlord can agree upon many details, such as the condition of the residence, who is in charge of the maintenance and repair, and of the rental fee and the increase of the fee, quite freely.

Legislation sets, both to the tenant and the landlord, both rights and obligations of which the parties are not, in general, able to deviate from these. The goal of the legislation is that the tenant's rights cannot be lessened through the agreement. These rights are, for example, term of notice, termination of the rental agreement and rent increase. Next to these, the Consumers' Union of Finland has published a guide to a positive rental experience.

The aim of this guide is to provide help for the tenant and for the landlord. What's important is, that both parties know, prior to signing the rental agreement, what their rights and duties are, in order to avoid all kind of conflicts. You can get help, free of charge, regarding residence rental issues through your local consumer advisors and the professionals of the Consumers' Union of Finland, of which later on. Just remember to find out about your rights and duties prior to signing anything!



## BEFORE SIGNING A RENTAL AGREEMENT

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**T**ransparency and loyalty between the parties are the basis of a rental agreement. It is important that the parties are open concerning their expectations and needs when drafting the rental contract. The landlord should consider if he is looking for a long or short-term tenant and the tenant should consider what he wants and needs regarding the size of the residence, the location of it, the length of the agreement, and of course, the price he is willing to pay and can afford.

In principle all agreements are binding, no matter whether oral or written. No agreement can be autonomously terminated or changed against the agreement and the legislation and therefore it is highly important that prior to signing any agreement, both parties understand and agree upon the terms and conditions. It is important that the agreement has been read carefully and, if necessary, taken to a professional for consultation.

One of the main aspects of the rental agreement is the actual residence and its condition. It is important for both the tenant and the landlord that the residence is inspected and that this is done together. During the inspection it is important that all possible flaws and other necessary things will be written down, this way the tenant cannot be held liable for damage he didn't cause.

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### **Checklist for the tenant:**

- Does the residence fit your and your family's needs?
- Make sure that the landlord has the legal right to lease the residence.
- What is the duration of the rental period: is it temporary or open-ended?
- What is the payable rental amount and the conditions: how and when can the rent be increased?
- Which areas are included in the agreement, for example a cellar or a washing area/ sauna/ parking spot etc.
- Does the agreement include maintenance obligations, such as taking care of the driveway?
- Are there any possible heating costs?
- The division of responsibilities regarding sweeping the chimney, emptying the trash, ordering firewood etc.
- Is there cable TV or a possibility to get one and if so, what does it cost?
- Any possible upcoming renovation?
- The age and condition of the household equipment.
- The amount of the deposit and who will get the interest it produces

### **Checklist for the Landlord:**

- Is the tenant able to pay the rent, or does he have any negative markings on his credit report rating? Also consider what kind of effect any negative markings may have.
- You may ask the tenant to provide statements from previous landlords.
- Decide upon the length of the lease: temporary or open-ended.
- Agree upon the deposit.
- Decide if you will allow pets, smoking inside, or other things in the residence and write these down to the rental agreement.
- Tell the tenant about any upcoming renovations.

## Temporary and Open-ended Contracts

A rental contract can be done to continue open-endedly or to be decided to stop at a certain date. In either one of the cases it is important that the parties understand what sort of contract they are signing. A temporary contract can be made for any length of time, no matter how short or long this period is. Short temporary leases have been limited by way of imposing a rule that when a contract has been concluded, with the same tenant, for more than twice in a row, for maximum of 3 months at a time, the contract will be considered as an open-ended contract. For practical reasons it is also not necessary and not ideal for the parties to agree upon extremely long contracts, such as for 10 years.

The difference between temporary and open-ended contracts is that open-ended contracts can be discontinued by the tenant or the landlord after the minimum period of time, as temporary contracts will be terminated when the time-period mentioned in the contract passes and cannot be terminated in a similar way as the open-ended contract. No extra procedure is needed to end a temporary contract as the date has been agreed upon when drafting the original contract.

## Drafting a Rental Contract

A rental contract should always be done in writing and include all clauses made by the

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**A rental contract should always be done in writing and include all clauses made by the parties in it.**

parties in it. Even oral agreements are binding but only as open-ended and not as temporary agreements. The problem regarding oral agreements is that it is almost impossible to prove anything, for example the rent agreed upon and this is why all contracts should always be done in writing.

The parties to a rental contract are the landlord and the tenant. The landlord can be either a private person or a legal person (a company, association or for example an institution). A minor can also be a tenant but in these cases a permission must be given by the legal guardian(s) of the minor.

There is no set way how a rental contract must be done, it can be done freely (in writing or orally) or one could also use ready-made templates. A written rental contract includes the names and other personal details such as home-address, phone number, email, and the date of birth of the tenant and the landlord. The correctness of the contact information should always be checked as, for example, termination of the contract requires the same information. The residence being leased must also be specified in the contract by its ad-

dress, house number etc. Other areas (such as a cellar or a sauna) being used by the tenant must also be specified in the contract. Other things that must be written in the contract are the rental amount, the way, and the reasoning why the rent can be raised, the amount of the deposit, possible extra costs for the usage of the sauna or water costs etc.

### **Deposit**

Often a rental agreement includes a clause of a payable deposit (mostly paid by the tenant). The way how the deposit will be paid is agreed upon when drafting the contract, and it will be paid after signing the contract, but prior to the tenant receiving the keys to the residence. If the tenant does not comply and pay the deposit as agreed upon, the contract can be terminated immediately. The deposit cannot exceed the amount equal to three months' rent.

The deposit is set to create more safeguards and to provide money if something goes wrong, for example the tenant does not follow his responsibilities, such as keeping the residence in good condition. It is recommended to include all the tenant's responsibilities to the reasoning why the deposit may be deducted. It is also possible for the landlord to pay a deposit in cases of the tenant is not able to use the residence.

The deposit can be money, items, commitments etc. The most commonly used deposit is money either paid directly to the landlord or transferred to his bank account. It is also recommended to decide if interest will be paid for the deposit and who will get this interest in the end.

If the rental period is believed to last for a long time both parties should be prepared to the possibility that the amount of the deposit will be increased in the future to fit the amount of the rent.

### **Insurances**

The tenant and the landlord can agree that the tenant will get a house insurance. The house insurance will cover the items and damage that might occur to them, of course as agreed upon on the insurance contract. The landlord should also inform his insurance company of renting out the residence.



## TRANSFER OF THE KEYS

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### Inspection

In order to protect the rights of both the tenant and the landlord, an inspection should be organized prior to the transfer of the keys, latest on the day when the keys would be transferred. All flaws and/or shortcomings should be written down during the inspection and issues requiring immediate fixing should be agreed upon during this inspection.

If the tenant wishes to do fixing or other renovating in the residence, it should be agreed upon and written down, as the tenant is not allowed to start renovating without the landlord's permission. The inspection findings will be signed and dated, and both parties will receive their copy.

### Prolonging the Transfer of the Keys

The keys and the usage of the residence must be transferred to the tenant on the starting date of the contract, unless otherwise agreed upon. The landlord is liable to pay the tenant of any damage caused by the prolonging of the transfer. The tenant is not liable to pay the rent from the day(s) he was not able to use the residence due to the prolonging of the transfer which was not agreed upon at an earlier stage.

After transferring the keys and the rights to live in the residence the landlord is not allowed to go into the residence without the

tenant's permission, even if he would have the keys. The landlord is allowed to check the condition of the residence and if the tenant is not willing to let the landlord in, the landlord may use the services of the police.

### Keys

The landlord must give a reasonable number of keys to the tenant. The number of the keys depends on the size of the residence, for example a larger residence meant for a family means that more keys must be given to the tenant. The tenant is responsible for the keys given to him throughout the rental period and is liable to compensate for any lost keys and possible other costs risen from losing the key(s) given to him.

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**All flaws should be written down during the inspection and issues requiring immediate fixing should be agreed upon during this inspection.**



## THE USAGE OF THE RESIDENCE DURING THE RENTAL PERIOD

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**T**he tenant is allowed to use the residence as a home for his family without the landlord's permission. Family means both a partner (with whom the tenant lives with) or a husband or a wife, and the children of the tenant, or the children of the partner. The tenant is allowed to use the residence as a home for both his close relatives, and to his partner's close relatives. The landlord can forbid the relatives of living in the residence only in cases where it causes significant trouble to the landlord.

A partner who has not signed the rental contract but lives in the residence is liable for the costs rising from the residence, such as the rent.

### **Sublease**

The tenant is allowed to sublease maximum of half of the residence to another person without the landlord's permission, as long as it does not cause significant trouble to the landlord and this is called "subleasing". If a room or part of a detached house has been rented out to someone, this is also called "sublease". Subleasing is possible only in situations where the residence is used for living, and not for example as a barber shop or a clothing store.

In a sublease situation the "main tenant" will be the landlord for the sub-lessee (the person subleasing the residence), and no contrac-

tual relationship will be created between the actual owner and the landlord and with the sub-lessee. The main tenant is liable for paying the rent and making sure that he residence will stay in good condition and is liable for any damage that might occur.

Sublease will end at the same time as the contract between the main tenant and the landlord. Sublease can be terminated by giving a 14-day warning (from the sub-lessee) and by giving a 1-month warning (by the main tenant) when the sublease has lasted less than a year. If the sublease has lasted more than a year the termination time will be 3 months (given by the main tenant to the sub-lessee).

### **Temporary Lease to a Third Party**

The tenant can temporary lease the entire residence to a third party for a maximum period of two years if he is, for example, studying or working in a different city or town, or if he has to be there due to sickness, either his own or someone close to him. This temporary lease is allowed if the landlord has no legitimate reason to be against it.

The main tenant must inform the landlord, in writing, what he is about to do, and this must be done the latest one month prior to the start date of the new lease. The landlord has 14 days to object this and take the matter to a court, if he has a legitimate reason to do so.

Temporary lease is not like sublease and does not require a permission from the landlord.

### **Transferring the Tenant's Right to Lease**

The tenant does not have a right to transfer his right to lease unless otherwise stated in the rental agreement. Sublease and temporary lease due to a valid reason (as explained previously) are exceptions to this rule. If the tenant has a right to transfer this right, he needs to inform the landlord in writing that he is to use this right.

Transferring this right means that the rights and obligations of the original tenant stop existing and they are being transferred to the new tenant. If the original tenant has transferred these rights without having the permission to do so, the landlord has the right to conclude the lease immediately, without a notice period.

Even if the tenant is not allowed to transfer his right to lease, he can do so in cases of this right to being transferred to a family member who is already living in the residence. Even in these cases the tenant must inform the landlord about the transfer, in writing.

### **Tenant's Death**

The rental agreement won't stop existing even if the tenant would die but it continues normally with the estate of the deceased

(kuolinpesä). If the estate of the deceased wishes to terminate the contract, they must follow the normal procedure. If a family member who has lived in the residence wishes to continue the contract by himself, he must give a written notice to the landlord within three months.

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**Sublease and temporary lease can be done if there is a valid reason. The right to lease can't be transferred unless otherwise stated in the rental agreement.**





## CONDITION OF THE RESIDENCE

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**T**he landlord and the tenant are allowed to, to a certain degree, agree upon the condition and upkeep of the residence. If nothing has been decided upon in the contract, the condition of the residence has to be, at the start of the lease, and to stay in a condition that the tenant can reasonably expect. The starting point is that the residence is heated, it has the most relevant household appliances and necessary connections. An example of these are a stove, a refrigerator and an antenna connection. The residence can be rented out without these objects, but it has to be mentioned in the contract. The parties may also decide that the tenant takes care of the appliances, but if this has been left open in the rental contract, the landlord needs to get a new refrigerator to replace the old, broken one.

### **Shortcomings in the Condition of the Residence**

If the condition of the residence becomes insufficient during the rental period and this is not the fault of the tenant, the tenant might be able to terminate the rental contract without a notice time. The conditions for this is that the insufficient condition of the residence is relevant, and that the landlord does not,

after a notice from the tenant and within a reasonable time, fix the shortcomings. If the landlord refuses to fix the shortcomings and has been duly notified, the tenant is allowed to get the necessary fixes and to demand that the landlord is liable to compensate the tenant for it, within reason.

### **Right to Rent Deduction and Damages**

If the condition of the residence has not been as agreed upon, or it has been unlivable, the tenant has a right to get rent deduction or full relief from paying the rent, for the period the situation has lasted. For example, if the tenant is not able to live in the residence due to a renovation he is able to get full relief from paying the rent (not to pay any rent for the period of time the renovation takes). The landlord is not liable to arrange a new residence for the tenant during the renovation.

The deduction of the rent cannot be strictly calculated from the square meters, but on how important the room or area that is out of use is to the tenant. Rent deduction is possible only from the date onwards when the landlord has been informed about the mistake or the damage that has occurred. The claim for rent deduction can also be made

after the rental agreement has stopped but the latest three years after the last date of the agreement.

The tenant has no right for rent deduction if the damage has occurred because of him either by his omission or commission (he did not do something he should have done or that he did something wrong that straight caused the damage). For example, if the tenant has connected a washing machine poorly and the damage is caused because of that poorly made connection, the tenant will not get rent deduction.

The tenant might be able to get compensation for damages caused by the landlord. There is no right for compensation of damages if the landlord can show that the defect was not his fault. For example, if a water damage occurs in the house and the house, not just the residence, has to be renovated, the landlord is not liable for paying damages. Rent deduction is still possible if all other conditions are fulfilled.

### **Maintenance of the Residence**

The tenant must take good care of the residence. The tenant is liable for paying damages for damage he has caused either on purpose

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**The tenant is not liable for damage occurred from normal living, unless otherwise agreed upon. However, the tenant is liable for damages that have occurred suddenly.**

or by being negligent. It must also be noted that the tenant is liable for the damage caused by his guests.

The tenant is not liable for damage occurred from normal living, unless otherwise agreed upon. An example of damage occurred from normal living are dark spots on the floor and on the wall that were born by having furniture in direct sun light. Markings made by pets are normally on the responsibility of the tenant.

A good test for first-hand deciding on who is liable for damages is: if the damage has occurred suddenly, the tenant is liable; if the damage has occurred slowly, throughout time, the landlord is liable.

## **Renovating and Fixing**

The landlord and the tenant can agree who will do the necessary fixing, and when this will happen. The tenant is not allowed to start any renovating without the landlord's permission, this includes painting the walls. All permissions regarding painting and other renovating should be asked in writing.

The landlord is allowed to carry out any necessary renovating that cannot be postponed and to do so immediately. Other fixing or renovating can also be done as long as it does not cause great harm to the tenant and as long as the tenant has been informed at least 14 days prior to any work. If the renovation would cause greater harm to the tenant, the landlord must inform him at least six months prior to starting the work. If the tenant so wishes to terminate the contract, he has 14 days to inform the landlord about this. The contract would be terminated from the day when the renovation work would start.

The tenant should keep in mind that the information obligation applies only when the landlord is about to conclude renovations, not when the housing (taloyhtiö) is about to do the same.

## **Landlord's Right of Entry**

Without a special reason to, the landlord is not allowed to enter the residence during the rental period, unless the tenant allows this. The tenant must immediately let the landlord to the residence if it is necessary for the condition of the residence. If the tenant won't allow the landlord to enter the residence in these special circumstances, the landlord can ask police to assist him. The landlord has the right to enter the residence if he is about to sell it or rent it out again, but this has to be agreed with the tenant.

## **Duty to Notify**

If the tenant and the landlord have not agreed who is responsible for fixing and reparation, the tenant must inform the landlord if he is to notice any problems or defects at the residence. The duty to notify concerns matter that are of the landlord's responsibility. If it has been agreed that the tenant will be responsible for reparation, then the tenant does not have a duty to notify the landlord, but this is always recommended.

In order for the tenant to take care of the residence the way it has been intended to be

taken care of, the landlord must provide him with sufficient usage- and maintenance manuals and explanations.

If the tenant notices issue that needs fixing, or something that is not as agreed upon, he should make a written notice to the landlord as soon as possible. For smooth transfer of information, it is vital that the contact information is and will be kept updated.

If the tenant is away for a long time, such as living in another house keeping the residence empty, he must inform the landlord. While the tenant is away (for a longer period of time) the landlord has the right to make sure that the residence stays in good condition.

If the tenant fails to inform the landlord when he has the duty to do so, he is liable for the damage that has occurred.



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**The landlord must provide the tenant with sufficient usage- and maintenance manuals and explanations for the apartment and its appliances.**



## RENTAL AMOUNT

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**T**he amount of rent will be stipulated in the contract made by the parties. The rent will be decided and agreed upon separately in each contract. Even though the statutory rental prices are no longer valid, the rent for a residence cannot, without a good reason to, gravely exceed the other residence s' rents in the same area that are of same condition and size, in other words, those residences that are comparable. The amount of rent must also be reasonable. If necessary, a court (tuomioistuin) is allowed to make the rent reasonable.

The rent is supposed to cover all costs arising from the residence and, for some landlords, to make profit. The rent is to include costs arising from the normal deterioration, up keeping, waste disposal costs etc. If so agreed in the rental contract, the tenant might be the one taking care of the costs arising from waste disposal, but this must also be taken out of the rental amount. The more the tenant has to pay for extra things other than the rent, the lower the rent must be.

At the same time when the parties are agreeing upon the rental amount, it would be good also to agree upon any possible other costs, such as water costs, sauna- or car parking costs or other cots, such as those arising from heating. The starting point is that the

whole rent includes all these cots and those arising from normal living if nothing else has been agreed upon. It should also be remembered that all agreements, even those concerning extra costs should be done in writing.

The amount of the rent can either be agreed as a whole or to be tied to the square meters of the residence or house. It is easier and clearer to agree on a whole rent as counting and marking the square meter can sometimes be tricky and unprecise.

### **Checking the Rental Amount**

As the amount of the rent can be agreed upon quite freely, so can the checking of the rental amount which can be agreed upon when concluding rental agreements that are either open-ended, or temporary that last at least three years.

If the parties agree, the rental amount can also be raised or decreased also during the rental period. The starting point is that the parties agreed upon the way and how and when the rent will be checked. If nothing has been agreed upon when drafting the contract, the rent can be checked only when both parties (the landlord and the tenant) agree on it. If an agreement has not been reached, the landlord can terminate the contract following the normal rules. It must be noted that if the

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## Agreements concerning the rent increase (or decrease) should be covered in the original rental agreement.

rental agreement is terminated due to the parties not agreeing upon checking the rent, the rent will stay the same to the end of the contract.

As the agreements concerning the rent increase (or decrease) can be extremely difficult, it is easier that the parties have covered this in the original rental agreement. Index, upkeeping costs, or percentile raise are examples of what can be used as basis for adjusting the rent. Index-raising can only be used for contracts that are open-ended or temporal but lasting at least three years. The most common indexes used are either cost of living- or consumer index. If the basis for checking the amount of rent is based on an index, the agreement must include, what index will be used, when the rent will be checked and index amount (this can be checked at Statistics Finland). If the rent has been tied to an index, the amount of rent can also be decreased, not only increased but if the parties have agreed

that the rent can only be increased according to the index, then the rent will not be decreased even if the index would.

As mentioned before, the parties are relatively free to decide upon the checking of the rental amount, as long as this is reasonable for both parties, it has been agreed upon before hands and what cannot be controlled solely by the landlord. Different combinations are also possible, such as when both index and percentile raises are used, but once again, the most important thing is that both parties agree to these conditions.

The tenant must be informed in writing if the rental amount will be checked and if it will be increased. No specific time that when the landlord must inform the tenant of the increasing has been laid down. Even though the tenant must be informed in cases in which he has no say to the increasing of the rent, it is recommended that the landlord will include some reasoning to the written notice, such as “the rental amount has been increased due to the index”.

### **Investigating if the amount of rent is reasonable in court or in the Consumer Dispute Board**

When asked to do so, the court can investigate and give a ruling whether or not the

rent increase was reasonable. The complaint must be send off to the court when the rental agreement is still ongoing. During the investigation and procedure, the landlord cannot terminate the contract. The complaint can also be taken to the Consumer Dispute Board (Kuluttajariitalautakunta).

### **Rent Increase in Arava Buildings**

The way rent can be increased in Arava buildings differs from free market rental residences. The owners of Arava buildings are free to raise the rent in a way that has been laid down in the law and always inform the tenant of any changes, in writing. The rent increase will start applying the earliest after two months from the notice, when the next rental period will start.

### **The Change of the Landlord**

When the landlord changes, due to selling the residence for example, the tenant should not be affected by this. The same principle, that the tenant won't be affected by the change of landlords applies also when the landlord has passed away and the residence belongs to someone else now. The rental agreement signed by the old landlord and the tenant applies as such even with a new landlord. If the new owner wants to terminate the rental agreement he must follow the normal termination procedures. All the things agreed upon in the original contract are still binding even

if the landlord would change. Only in cases of forced sale, the new owner can terminate the rental agreement prematurely, but then the tenant will receive damages.

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**The tenant should not be affected by the change of landlord.**





## ENDING THE RENTAL CONTRACT

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**T**he rental contract and the relationship arising from it will end either by terminating the contract, taking down the agreement (sopimuksen purkaminen) or when the last day of a temporary contract has come.

### Expiry of Lease

An open-ended contract ends when either one of the parties terminates it or takes down the contract. When the landlords terminate the contract the notice time differs due to the time the tenant has lived in the residence. If the rental agreement has been going on for under a year, the notice time is three months and if it has been lasting more than a year, the notice time is six months. If the tenant terminates the contract the notice time is maximum of one month. Unless otherwise agreed upon, the notice time will start from the last day of the month when the written notice has been received. It must be noted that the time stats when the notice has been received, not sent. The termination period can be agreed upon otherwise but always in a way that does not lessen the position of the tenant.

When the landlord is terminating the contract, he must inform the reason to do so (that must be acceptable), and when the contract will be terminated. Acceptable reasons are not laid down anywhere thus basically everything can be acceptable.

Also, as said before, the landlord is allowed to terminate the contract if the parties do not agree upon rent increase.

Termination of the rental agreement must be delivered in a way that can be proved afterwards. Different options for delivering the notice is, for example, to deliver it in person and getting a signature showing that the other party has received the notice or to give it when a third party is there to witness the delivery. The most important thing is that this can be proved afterwards, not the exact way it has been done.

The tenant can challenge the termination and take it to a court. If the court decided that the termination is invalid, for example due to bad reasoning, the rental agreement will continue as it was before the notice. The complaint must be given during the rental period or the latest one month after the contract has ended.

### Ending a Temporary Rental Agreement

The main rule that concerns ending a temporary rental agreement is that the agreement is binding for both parties as long as it has been said to last. The agreement ends without any special notice on the day when it has been said to end.

A temporary rental agreement may end before the said date if 1) both parties wish to end it, 2) one of the parties violates the contract

that can lead to termination of the rental agreement, or 3) if the court so decides.

The court can release the tenant from his duties if his own, or his family member's sickness or injury requires a different residence, or if the tenant is moving to another city or town for his studies, work or his spouse's work, or for other reason like these ones mentioned. The court can also permit the landlord to terminate the contract for similar reasons. Even in these kinds of situations the parties must follow regular termination rules. Even if the court permits the early termination the party leaving the contract is liable to pay any damages to the other party that have risen out of breaking the contract. An example of these kinds of damages are when the other party has to keep the residence empty and without another tenant. In practice this means that the rental agreement binds both parties to the end and the parties cannot break the contract without facing the payment of financial damages. Both the tenant and the landlord should consider if they are willing to take the risk and sign a temporary rental agreement, especially for longer periods of time.

In case of the death of the tenant the estate of the deceased is allowed to terminate the rental agreement without following

the normal notice period and without facing any financial sanctions, this same applies to tenants that are facing composition with the creditors (velkajärjestely).

### **Termination of the Rental Agreement**

Termination of the rental agreement means that the lease stops immediately without any notice period. Termination is legal only in specific cases laid down in the law. The allowed reasons for termination are the same for open-ended and for temporary contracts.

### **The Landlord's Right to Terminate the Rental Agreement**

The landlord can terminate the contract if the tenant is not paying the rent. In practice the tenant must have not been paying the rent for several months before the landlord can terminate the contract. The landlord does not need to give any special warnings when he is terminating the contract for unpaid rents. Service of a summons will due as a termination notice and thus the fastest way to work for the landlord is to sue the tenant for unpaid rent.

If the tenant, against the law, gives the residence to someone else, or transfers the rental agreement to someone else, the landlord can terminate the contract. The landlord must act in reasonable time. Once again, the landlord

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The main rule in ending a temporary rental agreement is that it's binding for both parties as long as it has been said to last.



does not need to inform the tenant that he is using his right to terminate the contract.

The right to terminate arises also if the tenant is using the residence for other purposes than of which have been agreed upon when making and signing the contract. An example of this is when the tenant has been causing disturbances, such as partying too loudly and too often, or playing music too loud, and too often, etc. The time of the day during which these disturbances have occurred matters as well. And it must be kept in mind, that the tenant is responsible for the actions of his friends and family in the residence. Normal sounds and noises of living are not enough for the landlord to terminate the contract, but the tenant must have been bothering the neighbors often and repeatedly. Before the landlord can terminate the contract, he must give the tenant a written warning.

The landlord can also terminate the contract if the tenant is taking poor care of the residence. Poor maintenance can also mean that the tenant has done renovation that the landlord has not approved of. Once again, even for these reasons the landlord must warn the tenant before terminating the contract.

Violating police- or health regulations can also lead to the termination of the lease. This is usually connected to living a bothering life,

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### The most common reason for terminating a contract is when a tenant has been causing disturbances.

and as before, the tenant must be warned of the termination.

#### **Warning of the Use of the Termination Right**

If the landlord uses his right to terminate the contract, he must warn the tenant in cases of when the tenant is using the residence for other purposes than the one agreed upon, the tenant is living in a way that bothers other people, he is poorly maintaining the residence, or he is violating police- or health regulations. No warning must be given when terminating the contract for unpaid rent, giving the residence to someone else without permission, or when the tenant has transferred the contract to someone else.

The warning given is of high importance to the tenant. If a warning has been given and the behavior lead to the warning ends, the landlord is not allowed to terminate the contract. The warning must be given to the tenant in a way that can be proven, similar to when giving the term of notice.

### **Unpaid Deposit as a Termination Reason**

If the parties have agreed in the contract that one of the parties must pay a deposit and this party has not paid it, it is good enough of a reason to terminate the rental agreement.

Usually the tenant is to pay the deposit and if he does not do so to the day agreed upon, the landlord can terminate the contract.

### **The Tenant's Right to Terminate the Rental Agreement**

The tenant has the right to terminate the contract if using the residence causes health issues to him or his family members. For example, if there is considerable amount of mold in the residence, the tenant is allowed to terminate the contract. The tenant carries the burden of proof.

The right to terminate is present also in cases of the tenant losing the control of the residence for other reason than of his own. An example of this is when the housing company (asunto-osakeyhtiö) takes the ownership of the residence when the landlord has not paid his shareholder's payment and the tenant and the housing company cannot agree on the new rental amount.

### **Informing of the Termination**

Termination notice must be given in writing. The notice (or letter of information) must

include a reason for the termination as well as when the termination will start if it has been agreed to start later. The notice must be given in a way that can be proved.

### **Damages Arising from Termination of the Rental Agreement**

If the rental agreement has been terminated due to the tenant before it should have been terminated, the landlord has the right to receive compensation for damages. Damages might include rent that has not been received due to the tenant terminating the contract or the costs of the landlord getting a new tenant. Also the tenant has the right to claim compensation for damages from the landlord when the termination of the contract was made by the landlord. An example of the damages the landlord might have to pay are the costs for the tenant to organize a new residence, or for moving costs when the landlord has neglected his duties.

### **Moving Day and Moving the Day**

Moving out day is the next weekday after the date the contract has been terminated. For example, if the termination time ends on the last day of January the tenant must move out on the first day of February taken that this is another weekday than Saturday. The tenant must give half of the residence for the

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## The termination notice must be given in writing and in a way that can be proved.

landlord to use on the moving day and empty it completely on the following day.

The tenant can, in cases of an open-ended contracts, make a complaint to a court to move the moving day. In order for the complaint to go through the tenant must show that he has significant problems in getting a new residence on time and that moving the day won't cause significant trouble to the landlord. The moving day cannot be moved in cases of temporary contracts as it has been known when signing the contract, as long as it is not a residence used and meant for business premises.

### **Re-Renting**

A re-renting relationship is born when the original tenant rents out the entire residence to a third party. This is only possible when the landlord (owner) allows it. The original tenant and the landlord should agree if this is possible already in the original rental agreement and when it is written down.

Two rental relationships are born from re-renting: 1) the relationship between the original landlord and the original tenant and 2) the relationship between the original and the new tenants. There is no relationship between the original landlord and the new tenant.

The original tenant must inform the new tenant of the original rental agreement and what it includes and also who is the original landlord. The original tenant must also inform the original landlord who is the new tenant, and of the new lease between the original and the new tenants. Any changes made to the new lease must be brought to the knowledge of the original landlord.

Central to the re-renting is that the new tenant is allowed to continue using the residence in circumstances when the original lease is terminated or ends while the new lease is still ongoing.



## HELP AND ADVICE DURING A DISPUTE

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**T**he Consumers' Union of Finland gives advice for issues concerning renting a residence, for both the landlord and the tenant.

During normal working days (not holidays) advice is given from Tuesdays to Fridays between 10–12am and Tuesdays between 17–19pm by calling to 09 454 22130. Calling the number is free of charge. The Consumers' Union of Finland does not get provisions from the calls made. Advice can also be given via chat, which can be found in <http://www.kuluttajaliitto.fi/neuvontapalvelut/asumisneuvonta/> (bottom right corner). The chat is open from Tuesdays to Thursdays between 14–16pm.



[kuluttajaliitto.fi](http://kuluttajaliitto.fi)

09 454 22130

### YOU CAN ALSO GET FREE ADVICE

from your town's consumer advisors (kuluttajaneuvoja) whose contact details you can find at [www.kkv.fi/en/consumer-advice/](http://www.kkv.fi/en/consumer-advice/).

### THE CONSUMER DISPUTE BOARD (KULUTTAJA-RIITALAUTAKUNTA) CAN HANDLE

disputes risen between a landlord and a tenant and give a decision recommendation (suositusratkaisu), which is not binding to the parties. This process is without costs. The Consumer Dispute Board does not deal with issues that, according to the law, must be taken to a court.

*Can the landlord increase the rent when he wants to?  
Cat destroyed the walls – who is going to pay? Can you  
terminate a temporary rental agreement?*

## RENTAL GUIDE

### Tips and advice for both the tenant and the landlord

Different issues arising from renting a residence are due to the lack of knowledge of both the rights and duties of the tenant and the landlord. This guide is here to provide the knowledge needed for a smooth renting, for both parties.

Main issues arising from renting a residence are dealt with in this guide. These issues include signing a contract, terminating it and rent increase. Answers to deposit issues and damages will also be found in these pages.

The Consumers' Union of Finland has long experience what comes to rental issues and advising both the tenant and the landlord in their issues. This guide can be found also in different languages at [www.kuluttajaliitto.fi/tietopankki/materiaalipankki/asuminen/](http://www.kuluttajaliitto.fi/tietopankki/materiaalipankki/asuminen/).



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