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Holiday rental between private individuals (furnished with tourism)

Verified 13 January 2020 - Directorate for Legal and Administrative Information (Prime Minister)

The holiday rental contract can be written. The provisions contained therein are not subject to the regulations applicable to rentals for main residential use. But there are a few rules that must be followed in drafting the contract. During the stay, the relations between the tenant and the landlord are essentially regulated in the same way as for the residential rentals. However, there are a few specific points for those with tourist furniture.

Lease agreement

Obligation to sign a contract

The reservation of a holiday rental is made by a written rental contract:

- from individual to individual
- or from individual to professional (for example, through a real estate agency).

The conclusion of the contract may also be done by simple exchange of postal mail.

The contract must be signed in 2 copies. One copy must be kept by the landlord and another by the tenant.

Contract content

Lease duration

The contract must specify the effective date and duration of the lease.

For the same tenant:

- the duration of the contract may not exceed 90 consecutive days,
- beyond 90 consecutive days, the contract may not be renewed.

Signatories

For the signatories, the contract must specify:

- the name of the owner (the manager's name and his head office if the dwelling is not managed directly by the owner)
- the name of the tenant

Accommodation characteristics

With regard to accommodation, the contract must specify:

- Housing address
- Classification category (if furnished)
- Living area
- Description of interior layout
- Inventory of furniture
- Facilities and services available (e.g.: garage, parking, children's games). If there is a private swimming pool, the landlord must show that he respects security requirements (https://www.service-public.fr/particuliers/vosdroits/F1722?the_lang=en) to combat accidental drowning

Housing

For the occupants of the dwelling, the contract may include:

- the maximum number of occupants permitted,
- the presence of any animal in the dwelling is prohibited.

Payment of rental

Concerning the cost of the rental, the contract must specify:

- the rental price and payment terms (including [deposit or deposit \(https://www.service-public.fr/particuliers/vosdroits/F31187?lang=en\)](https://www.service-public.fr/particuliers/vosdroits/F31187?lang=en) and any security deposit and the conditions for its return). Where the contract is concluded through a professional, the amount of the sums required in pledge before the rental (deposit, deposit and security deposit) may not exceed **25%** the rental price,
- the estimated amount of [tourist tax \(https://www.service-public.fr/particuliers/vosdroits/F2048?lang=en\)](https://www.service-public.fr/particuliers/vosdroits/F2048?lang=en) .. Where the accommodation is rented through an online booking website, the visitor's tax is collected directly from the website and is paid to the municipality concerned.

Where the contract is concluded through a professional, the contract must also specify the conditions of his remuneration (amount, payment, cost sharing between the lessor and the tenant).

FYI

The landlord may require the tenant to provide him with a certificate of insurance "special civil liability holiday", or choose to take charge of this insurance himself (in part or in full).

Canceling reservation

The contract may indicate the consequences of cancelation of a reservation, by the owner or by the tenant.

If the contract does not specify, the consequences are those provided for in the regulations.

Prerequisites for hire

The owner, before renting the house, must take several steps (town hall, taxes, ...). These approaches differ depending on whether he is renting:

- its [main residence \(https://www.service-public.fr/particuliers/vosdroits/F33175?lang=en\)](https://www.service-public.fr/particuliers/vosdroits/F33175?lang=en) ,
- or [secondary residence \(https://www.service-public.fr/particuliers/vosdroits/F2043?lang=en\)](https://www.service-public.fr/particuliers/vosdroits/F2043?lang=en) ..

Security deposit

The owner must return the security deposit in accordance with what has been agreed in the lease. Restitution usually takes place at the end of the stay or within days. It must intervene at the latest within 3 months.

The amount of the security deposit may be reduced:

- sums covering the tenant's water, heating and electricity consumption, if the rental contract so provides,
- costs to cover repairs to be carried out in the dwelling if damage caused by the tenant has been found. The tenant has the right to demand proof of the costs he is charged.

State of play

An inventory must be made in the presence of the owner (or his representative) and the tenant. It must be as accurate as possible.

Insurance

Insurance (<https://www.service-public.fr/particuliers/vosdroits/F2721?lang=en>) , the owner may:

- require the tenant to provide him with a certificate of insurance "special civil liability holiday"
- or take over the insurance itself, in part or in full.

(<https://www.service-public.fr/particuliers/vosdroits/F2721?lang=en>) If the tenant's home contract does not contain the holiday guarantee, he may:

- enter into a specific insurance contract with the insurer of your choice, for the period of rental of the furnished
- or purchase an amendment to your home insurance contract, with this holiday guarantee

Obligations of the tenant during the stay

The tenant must use the accommodation peacefully and respond to damage.

The maximum number of persons permitted to occupy the dwelling must be respected, if the owner has set this maximum.

Please note

The owner has an obligation to keep the house in good condition. All useful repairs must be carried out as soon as possible.

If the tenant decides to leave the house early for personal reasons, no partial refund is automatically due by the landlord.

In case of cancelation of the reservation

The reservation may be canceled by the tenant or by the landlord for various reasons (for example: family contingency, accident).

If the contract provides for the consequences of such cancelation, they must be applied.

If the contract does not specify anything, the consequences are as follows:

Renter Cancellation

- If the tenant paid [deposit \(https://www.service-public.fr/particuliers/vosdroits/F31187?lang=en\)](https://www.service-public.fr/particuliers/vosdroits/F31187?lang=en), he must abandon them.
- If the tenant paid [deposit \(https://www.service-public.fr/particuliers/vosdroits/F31187?lang=en\)](https://www.service-public.fr/particuliers/vosdroits/F31187?lang=en) to the owner, he must pay the entire rental (unless the property could be rented).

Please note

These rules shall not apply in the case of force majeure.. The tenant is entitled to reimbursement of the sums paid.

Renter Cancellation

- If the owner received [deposit \(https://www.service-public.fr/particuliers/vosdroits/F31187?lang=en\)](https://www.service-public.fr/particuliers/vosdroits/F31187?lang=en) must return the double to the tenant.
- If the owner received [a deposit \(https://www.service-public.fr/particuliers/vosdroits/F31187?lang=en\)](https://www.service-public.fr/particuliers/vosdroits/F31187?lang=en) him for any moral damage. , he must reimburse the tenant and compensate

Please note

These rules shall not apply in the case of force majeure.. The owner is entitled to keep the sums received.

Housing not in accordance with its description

If the dwelling does not conform to the description given in the rental contract, the tenant may:

- if he cannot stay in the dwelling, ask the landlord for a refund of the rental price by sending him a letter(<https://www.service-public.fr/particuliers/vosdroits/R16632?lang=en>) (preferably by registered letter with notice of receipt),
- and/or lodge a complaint with the departmental directorate in charge of the protection of the population (DDPP or DDCSPP) of the place of housing.

Statute and miscellaneous references

- Tourism Code: Articles L324-1 to L324-2-1 (<http://legifrance.gouv.fr/affichCode.do?idSectionTA=LEGISCTA000006158462&cidTexte=LEGITEXT000006074073>)
Written contract: Article L324-2
- Decree No. 67-128 of 14 February 1967 on the suppression of inaccurate information in the event of an offer or a contract for seasonal furnished rental (<http://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFTEXT00000510191>)
- Civil Code: Articles 1714 to 1751-1 (<http://www.legifrance.gouv.fr/affichCode.do?idSectionTA=LEGISCTA000006150285&cidTexte=LEGITEXT000006070721>)
Occupation of the premises

Online services and forms

- Ask for a refund of a holiday rental in case of false advertisement(<https://www.service-public.fr/particuliers/vosdroits/R16632?lang=en>)
Document template

FAQ

- Can a rental contract prohibit animals in the dwelling?(<https://www.service-public.fr/particuliers/vosdroits/F2693?lang=en>)
- How to insure a furnished tourism for seasonal rental?(<https://www.service-public.fr/particuliers/vosdroits/F2721?lang=en>)

Additional topics

- Holiday aid (<https://www.service-public.fr/particuliers/vosdroits/N31343?lang=en>)
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- Income Tax - Income from a Furnished Rental (<https://www.service-public.fr/particuliers/vosdroits/F32744?lang=en>)
Service-Public.fr
- Regulation of furniture for tourism (<https://www.entreprises.gouv.fr/tourisme/meubles-tourisme>)
Ministry of Economy