

. Create a rental contract now Subletting is usually allowed for private apartments, but it requires a written consent from the landlord and a sublease contract.

Mietvertrag für Untermieter

Zwischen Ein folgenden „Mietgeber“ genannt
Name: _____
Adresse: _____
PLZ: _____
Ort: _____

und Ein folgenden „Untermieter“ genannt
Name: _____
Adresse: _____
PLZ: _____
Ort: _____
und der folgende Untermietvertrag geschlossen:

1) Mietgegenstand
1.1. Folgende Wohnräume des Untervermieters in der in Straße Nr. _____
PLZ _____
Ort _____
gehörigen Wohnung werden zu Wohnzwecken und ausschließlichen Benutzung an den Untermieter vermietet. Mieter

1.2. Die Räume sind wie folgt abgeteilt / herg. (ggf. abzeichnen)
1.3. Die Nebenkosten (Energie, Wärme und Wasser) (ggf. abzeichnen, falls nicht anders) _____
1.4. Die Kosten für die Abstreifen der Boden _____
1.5. Die Kosten für die Reinigung der Wohnung _____

2) Mietdauer
2.1. Der Mietvertrag beginnt am _____
2.2. Der Mietvertrag endet am _____

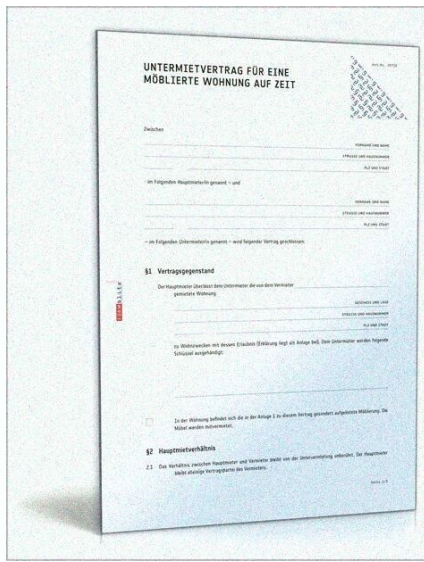
3) Mietzins und Betriebskosten
3.1. Der monatliche Mietzins für die Wohnung beträgt derzeit _____ Euro.
3.2. Die Betriebskosten (Energie, Wärme, Wasser, Gas) und die Nebenkosten betragen monatlich _____ Euro.

4) Mietzahlungen
Die Mietzahlungen in Höhe von _____ Euro ist monatlich im Voraus bis spätestens zum dritten Werktag des jeweiligen Monats auf folgendes

Is a sublease contract the same as an intermediate lease contract? The term intermediate lease contract is often used interchangeably with sublease contract. This is the case, for example, when tenants go abroad for a period of time, but it is formally the same as a sublease contract. As a WohnenPlus member of ImmoScout24, you get support on tenancy law issues. Important: Subletting only with the landlord's permission Note that you can only issue a sublease contract if your landlord agrees. Otherwise, you risk a termination without notice as a tenant. You can also be sued for injunction. However, this is not a criminal offense. Subletting is not always the case Subletting is different from gratuitous use. In this case, another person is allowed to use the apartment together with the tenant, by being integrated into the household and lifestyle of the main tenant. This can be, for example, the partner of the main tenant. Landlord must agree to subletting Landlord can refuse subletting Tenant wants to live with their partner. There is a concrete and justified suspicion that the subtenant would disturb the peace, damage or misuse the apartment. Tenant becomes dependent on care and wants a caregiver to live in the apartment. The apartment would be overcrowded by the potential subtenant. Tenant suddenly earns less and needs a subtenant to pay the rent. The tenant wants to sublet the entire apartment. Subletting to holiday guests is considered commercial use and is therefore prohibited. Some additional sentences to conclude the response are: . You need your landlord's permission to sublet your apartment or parts of it (§ 540 Abs. 1 BGB). However, the main tenant has a right to sublet unless there are serious reasons against it. Note: Special right of termination if permission is denied If the landlord refuses to allow subletting despite the main tenant's legitimate interest, the main tenant can terminate the lease contract extraordinarily with the legal notice period (§ 540 Abs. 1 BGB), which means by the third working day of a calendar month at the latest for the end of the following month. Third option: Independent tenants You can also set up your own lease contract with all tenants, which regulates the use of the respective room and the proportional utilities. This is especially suitable for student flatshares and short-term rentals. Tip: Use contractual freedom for commercial lease contracts Tenants of commercial properties should make sure that either a so-called true successor tenant clause or an explicit regulation for subletting is included in the commercial lease contract, which allows subletting of the commercial premises under certain circumstances. Important: Observe the prohibition of misuse Subletting to tourists and travelers may constitute a violation of the prohibition of misuse, which entails penalties of several thousand euros. Therefore, check the regulations in your municipality before you decide to sublet to tourists.

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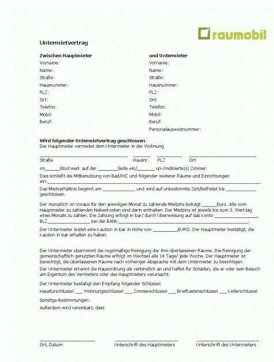
When is a sublease agreement useful? A sublease agreement is an option when someone moves out of a shared flat, when you as a tenant plan to go abroad, or when you can no longer afford the rent alone. Remember to make the contract in writing. What happens in case of illegal subletting? If tenants sublet their apartment without consent, they risk immediate termination of their lease. The unauthorized subletting by the tenant is a sufficient reason for the landlord to terminate the lease without notice.



With VermietenPlus, you can create a landlord-friendly and legally secure rental contract - according to your individual needs. Is a sublease contract the same as an intermediate lease contract? The term intermediate lease contract is often used interchangeably with sublease contract. This is the case, for example, when tenants go abroad for a period of time, but it is formally the same as a sublease contract.



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Wohnraummietvertrag

Dieser Wohnraummietvertrag ("Mietvertrag") ist abgeschlossen und tritt in Kraft am _____
wobahnhaft in _____ ("Datum") zwischen _____
("Vermieter") und _____, wohnhaft in _____
_____ ("Mietler").

1. PRÄMISSE
Der Vermieter vermietet hiermit an den Mieter und der Mieter akzeptiert das Mietobjekt in seinem jetzigen Zustand unter folgender Adresse: _____ (das "Objekt").

2. ZEITRAUM
Der Laufzeit dieses Mietvertrages beginnt am _____ (Einzugsdatum) und endet am _____ (Enddatum des Mietvertrages). Für den Fall, dass der Vermieter nicht in der Lage ist, das Objekt zum genannten Starttermin zur Verfügung zu stellen, wird der Vermieter das Objekt so schnell wie möglich zur Verfügung stellen, und die Verpflichtung des Mieters zur Mietzahlung wird um dieses Zeitraum verringert. Der Mieter hat keinen Anspruch auf andere Rechtsbehelfe bei einer verspäteten Bereitstellung des Objekts.

3. MIETE
Der Mieter verpflichtet sich, dem Vermieter unaufgefordert den Betrag von _____ (monatlicher Mietbetrag in Worten und Zahlen) pro Monat im Voraus am ersten Tag eines jeden Kalendermonats, unter _____ (Adresse für Mietzahlungen) oder an einem anderen Ort, den der Vermieter bestimmen kann, zu zahlen. Der Vermieter kann eine Gebühr für verspätete Zahlungen in Höhe von _____ (Verspätungsgebühr) pro Tag für jeden Betrag erheben, der mehr als _____ Tage zu spät eintrifft. Die Miete wird anteilig berechnet, wenn die Laufzeit nicht am ersten Tag des Monats oder für einen anderen Teilmonat der Laufzeit beginnt.

4. KAUTION
Bei Abschluss dieses Mietvertrages hinterlegt der Mieter beim Vermieter einen Kautionsbetrag in Höhe von _____ (Kautionsbetrag) als Sicherheit für die Erfüllung der Bedingungen dieses Mietvertrages durch den Mieter, der nach vollständiger und getreuer Erfüllung des Mietvertrages ohne Zinsen an den Mieter zurückzugeben ist. Im Falle von Schäden am Haus, die durch den Mieter oder dessen Familie, Vertreter oder Besucher verursacht wurden, kann der Vermieter Mittel aus der Kaution für die Reparatur verwenden, ist aber nicht auf diese Rücklage beschränkt und der Mieter bleibt weiter haftbar.

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With the sublease agreement template to fill out in PDF format, you get the suitable sample for your own contract. Download sublease agreement template to fill out as PDF.

The sublease agreement template to fill out in PDF format can be easily downloaded via the upper download button. The following points must be considered for the legal framework of the sublease agreement: The subtenant is not a contractual partner of the owner of the rental property, but of the direct tenant. A sublease agreement can only be concluded with the consent of the landlord. The consent of the subletting is regulated in § 540 BGB.

The landlord is not obliged to give this consent. If the subletting is a subsequent and only partial subletting of an apartment, the landlord may only refuse the consent if the subletting is unreasonable for the landlord (see § 553 BGB). If the consent of the landlord is missing when the sublease agreement is concluded, the owner of the property may claim damages. In addition, the landlord has an extraordinary reason for termination. The consent is person-bound and not object-bound. Income from the

subletting. The income from renting and leasing must be taxed. The sublease contract template provides a sample for your own sublease contract. Depending on the situation and individual interests, the template should be supplemented or changed. You can download the sublease contract template for free as a PDF. Subletting is suitable for example for shared flats, where the landlord does not want to include a new main tenant in the rental contract. PDFCreator Sublease Contract: Free Template as PDF You can download the sublease contract template in PDF format and customize it according to your own preferences. To view the program, you need a PDF reader, such as Adobe Reader. The sublease contract sample can be printed and filled out. You can find out how to edit PDF files if you want to fill out the form directly on your PC. More free forms to download: Do you want to stay up to date on technology, games and pop culture? No current tests and guides? Then follow us on Facebook or Twitter. Sublease contracts are often used as a contract form for shared flats. This has the advantage for the landlord that he has only one contact person for all matters, the main tenant of the apartment or house. If the sublease contract is only valid for a limited period of time, for example due to a stay abroad, it is also called an intermediate lease contract. Obtain consent for subletting Before someone can sublet his or her apartment or individual rooms to third parties, he or she must obtain the consent of the landlord. However, the tenant may have a right to the consent of the landlord if he or she does not want to sublet the entire apartment, but only a part of his or her apartment and has a legitimate interest in subletting. For example, if the tenant wants to let another person move into the apartment for personal or economic reasons. Economic reasons An economic reason is for example, if the rent of the apartment is too expensive. This happens more often in shared flats, when one of the residents moves out and the If you want to stay in your apartment, you may need to sublet it for personal reasons, such as accommodating relatives or your partner. In most cases, the landlord will allow subletting if you get their consent. However, they can also increase the rent by adding a subletting surcharge. Subletting without permission If you sublet your apartment without the landlord's permission, they can terminate your lease immediately. Therefore, you should always ask for their approval before signing a sublease agreement. The landlord can refuse subletting if they have a specific and justified reason to believe that the subtenant will damage the apartment. Overcrowding is another reason to reject subletting.