

Acts of God – Flooded House/Apartment: Basic Responsibilities

Rent reduction and hotel costs:

If you cannot use part of the rental property, you may reduce the rent pro rata for the respective period of time. This could be the case, for example, if the basement has been flooded, but the house or apartment remains usable. If the house is uninhabitable the rental payments may be stopped totally. Also, if you have been evacuated or your apartment is not usable because of mud etc., you do not have to pay rent during this time.

Instead, you may use it to pay for a hotel or a holiday apartment. If these costs of such exceed your rent your landlord has to pay you the additional amount spent only, if no precautions were taken against a well-known issue or if the landlord does not complete renovations in a timely fashion. However, you have to avoid unnecessary cost, so you should, for example, not book in the most expensive hotel and also take the suite...

Your household insurance might also cover for the hotel costs, but as a rule they have limited this to a certain per diem and a certain time period in the insurance contract.

Also, DoD 7000.14-R Financial Management Regulation Volume 7A, Chapter 68, paragraph 680406 Item 3 authorizes TLA for Acts of God to include flooding.

Cleaning up:

Basically, it is up to the landlord to restore the original condition of the apartment. It is not your responsibility to clean up a flooded apartment or house, but you are obliged to notify the landlord of all damages, so that he can react as soon as possible. However, it might be in your own best interest to cooperate in order to move back in your house/apartment as soon as possible

Costs:

The costs to replace broken furniture have to be borne by you as a tenant. Only "rented" things like e.g. build in kitchen, or washing machine which are the landlord's property and included in the rent, must fixed or replaced by the landlord.

Renovation:

It is your landlord's obligation to renovate the apartment or house. Only if a renovation is uneconomical, because the repair costs are out of proportion, the landlord may refuse and render a termination. But these are exceptional cases, i.e. if the structure of the house is severely damaged!

Termination:

If it turns out that the renovation cannot be completed in the foreseeable future, you have the right to terminate the lease without notice.

**CAUTION: Be reasonable – based on the situation, renovation might take some time!
A termination is only feasible in extreme cases!**

Other:

Stay in touch with your landlord in order to be informed to the developments.