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Too hot in the office?

After a summer with a few hot weeks, lawyers have received calls asking who is responsible for the indoor temperature in offices and other commercial premises. The main rule is that the landlord is responsible for ensuring that the premises can be used for their intended purpose, in accordance with the general view where the premises are located. If the parties have not agreed that the tenant is responsible for the indoor temperature, the landlord is responsible for ensuring that the indoor temperature is acceptable. If the indoor temperature is not acceptable there is a deficiency in the usufruct.



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When assessing what temperature constitutes a deficiency in the usufruct, guidance is often sought from the Swedish Work Environment Authority's statute book and the general advice of the National Board of Health and Welfare. These provisions state that the temperature should not exceed for a prolonged period 26 degrees centigrade during summer months.

If the premises are deficient, the tenant is entitled to a reasonable reduction of rent for the duration of the deficiency. If 50% of the premises cannot be used, the rent shall thus be reduced by 50%. It is important that the tenant informs the landlord of the deficiency since the tenant is not entitled to a rent reduction before the landlord is aware of the deficiency.

If the landlord cannot show that he has not been negligent, the tenant may also be entitled to damages. The damages correspond to the entire loss incurred by the tenant, e.g. costs for renting air conditioning or temporary premises. If the landlord does not rectify the problem on being requested to do so, the tenant is entitled to rectify the deficiency at the expense of the landlord. The tenant can further be entitled to terminate the lease agreement prematurely, if the deficiency is of significant importance.

However, the most common remedy is to withhold rent for the period during which the premises were deficient. If the tenant has informed the landlord during the summer that the temperature exceeds acceptable levels without the landlord rectifying the problem, the tenant can therefore, when paying the rent in the autumn, withhold an amount corresponding to the period and the part of the premises which was deficient. The withheld amount must be reasonable and the money should be deposited with the county administrative board in order to avoid forfeiting the tenancy. In all situations concerning the withholding of rent, you are recommended to engage legal counsel in order to avoid mistakes which may lead to the right of tenancy being forfeited.

Finally, before entering into the lease contract, both landlords and tenants are recommended to consider carefully the technical solutions which are required to achieve an acceptable indoor temperature and to ensure that it is clearly stated which of the parties is responsible for these measures.

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