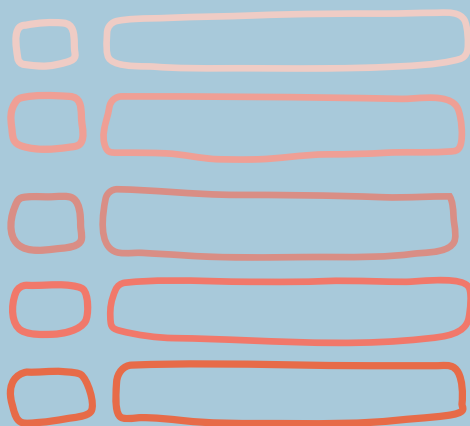


Property Management Tips for Property Owners



Practical Guide

Disclaimer: The European Commission's support for the production of this publication does not constitute an endorsement of the contents, which reflect the views only of the authors, and the Commission cannot be held responsible for any use which may be made of the information contained therein.



Funded by
the European Union



EduHome



Coordinator:

Hellenic Property Federation (POMIDA)

Partners:

Union Internationale de la Propriete Immobiliere (UIPI)
European University Cyprus (EUC)
Association of property owners in Thessaloniki (ENIATH)



<http://www.eduhomoproject.eu/>
<https://twitter.com/EduHomeproject>



Funded by
the European Union



EduHome



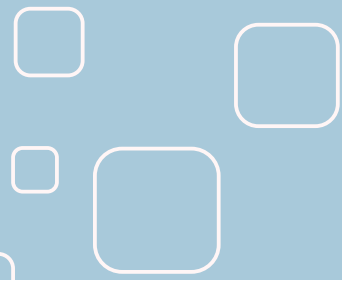
→ Property Management Tips for Property Owners



5

→ **Five requirements for NEW Leases of all types of Buildings:**

1. PROPERTY SUITABLE, FREE OF ARBITRARY & CHANGE OF USE
2. DRAFTING & SIGNING OF THE PRIVATE LEASE AGREEMENT
3. ISSUE & REGISTRATION OF ENERGY CERTIFICATE DATA
4. FILING OF INFORMATION IN THE APPLICATION OF THE AADE (Greece)
5. CONNECTION OF ELECTRICITY & THEN DELIVERY OF KEYS TO THE TENANT!



5



And Five "Don't" For New Leases:

1. NEVER receive a "down payment" of rent or security deposit before your prospective tenant signs a lease document.
2. DO NOT rent your property to persons who refuse or evade giving you their full information (full name, ID number, Tax ID number, etc.), or give you other persons' information.
3. DO NOT rent a property to a foreign tenant unless you verify and include in the lease the details of the tenant's residence permit in your country.
4. DO NOT ever give keys or right of occupancy to a new and unknown tenant before first bringing you the electricity supply contract for your leased property from any electricity provider.
5. NEVER rent a property with an active electric, gas or telephone connection in your name or that of your own person.





Practical Tips for Property Owners



SEEKING A NEW TENANT.

Always announce this to the existing tenants in the building first. A few days later, you post a lease at the entrance of the building so that the occupants are informed. You can then entrust the finding of a tenant to an estate agency, preferring of course professionals you already know, and of course never go to the "service agencies" that promise you that they will supposedly find you a tenant for your property! At the same time publish advertisements in serious publications and on well-known property websites. The law and international conventions prohibit the exclusion of tenants on the basis of nationality, color, religion, gender, age, personal preferences, etc. Since a tenancy is a permanent relationship, what you should be interested in is not the above-mentioned characteristics of the tenant or the amount of rent offered to you, but solely his or her solvency and ability to meet the financial obligations of the tenancy (rent, utilities and utility bills) consistently and on time every month, which is absolutely essential for the viability of the tenancy, which, unfortunately, is difficult to assess in advance! Attention, because today, unfortunately, people who systematically settle in residential or commercial properties with the plan from the outset to pay absolutely no rent and no utility bills or utility bills often appear as supposedly prospective "tenants" ! Therefore, talk personally and thoroughly with each person concerned, ask them for their full details, their VAT number and their ID number, inform them fully of the obligations they are taking on (rent - utility bills - utility bills etc.) and do not hesitate to ask them any question that will help you to get to know them, such as where they have been housed so far etc. If the tenant is a complete stranger to you, and especially in the case of leases with a large object, ask him to give you evidence of his creditworthiness, or ask a reputable guarantor to co-sign the lease!



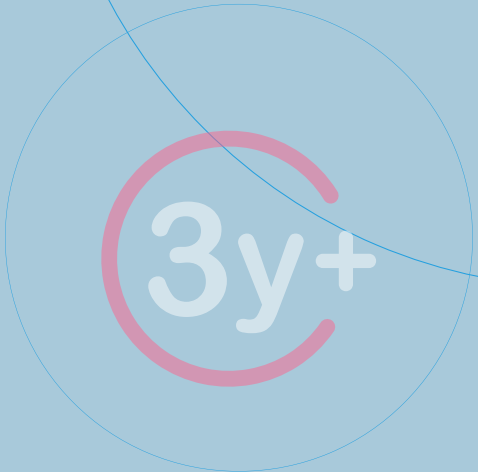
→ **LEASE AGREEMENT:**

Draw up and sign a written lease agreement for each new lease or modification of an existing lease. Electronic filing with the GIS merely replaces the old endorsement from the IRS and **DOES NOT TERMINATE A LEASE AGREEMENT!** Enter the tenant's full identity details, VAT number, details of spouse and any other persons staying in the tenancy, use of the tenancy, monthly rent, etc. Now that new commercial leases are governed primarily by the lease agreement and much less by the law, the era of "kiosk" leases is finally over! For simple residential leases and simple commercial leases, we recommend that you always use the sample leases that are automatically distributed to POMIDA members (Greece). **ATTENTION:** For new commercial leases with a significant subject matter, always consult your lawyer! Take special care and be sure to contact your attorney if you are asked to sign a lease drafted by the tenant!

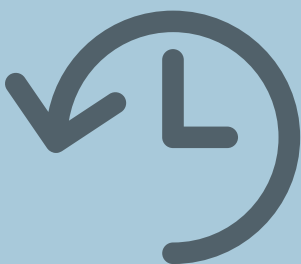


→ DURATION OF LEASE - USE OF THE PROPERTY

Currently, both residential leases and new commercial leases in Greece have a three-year minimum legal term, even if a shorter term is stated on the lease. In other words, there is a mandatory three-year commitment for both parties. Any agreement for a longer term is perfectly valid and legally binds both parties, but in practice, it only binds the landlord! Always specify specifically the purpose of the use (as a main or secondary residence, shop, office, workshop, warehouse, parking space, etc.) and the business purpose (trading in clothing, cars, etc.), and not vaguely "for any commercial use". Particular attention is needed if it will be used as a health shop (cafeteria, hairdresser, gym, training center etc.), in which case, apart from whether the specific use is permitted in the location of your property, you need a permit from the competent authority, which is only issued if your property meets many specific conditions, and has no outstanding planning issues etc.!



3y+



→ The amount of the RENT

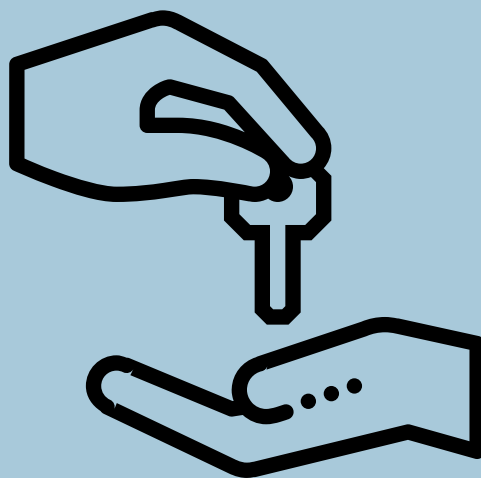
The amount of the rent is freely determined by the parties concerned in all leases, as well as any subsequent adjustment of the rent.

Always state the full agreed amount on the lease and never accept any proposal by your tenant to state a lesser amount on the lease.

Commercial leases are subject to a statutory stamp duty of 3.6%.

In general, never forget that a "good tenant" is always preferable to a "good rent", especially in times like these.

So never pursue or insist on unreasonable rents, because you will eventually come out a loser!



→ ELECTRONIC SUBMISSION OF LEASE IN GREECE

Lease agreements, both original and amended, once signed, are no longer filed with the IRS. but the lessor is obliged, by the end of the next calendar month from the date of signature, to register all their information in the Real Estate Lease Information Database of the Public Revenue Authority (PEA) www.aade.gr , printing at the same time a "Proof of Submission" of this declaration, which he will keep together with the original of the agreement. Electronic acceptance of the lease must then be made by the tenant. It is also now mandatory to submit a declaration of termination of the lease electronically. See detailed instructions on our page on electronic lease filing.



→ RELATIONSHIP WITH TENANTS

Never forget that renting property, especially a home, is also an ongoing human relationship, so you must treat your tenant as a human being first! In general, never go to court if you have not first exhausted all avenues of communication with your tenant!

The liberalization of tenancies in Greece for example is not aimed at evictions, but at new fair agreements between landlords and existing tenants!

Particularly today, it is our duty to support in every way possible the professionals and businesses of our country, both in the city centers, which are particularly hard hit, and in the local markets!



→ **CAUTION IN EVERY TRANSACTION!**

We remind you that leasing a property and any modification, rent adjustment, etc., any action or omission, can have serious or irreparable consequences!

So always be careful what you agree to, even verbally, and what you sign, and generally do not take any action, especially in new commercial leases, unless you consult your lawyer and our Organization's Information Office beforehand, especially if you have no previous experience in property leases!

This is why you must always be an active and informed member of property owners organizations!



EduHome

Programme: Erasmus+

Key Action: KA2 - Cooperation for innovation and the exchange of good practices

Action Type: KA204 - Strategic Partnerships for adult education

Call Year: 2020

Round: 1

Start of the Project: 01/11/2020

End of the Project: 30/09/2022

Project Duration (months): 23

Project Title:

Exchanging good practices for promoting the educational needs of homeowners
in Europe

Grant Agreement No. : 2020-1-EL01-KA204-078973

Participating Countries:



Disclaimer: The European Commission's support for the production of this publication does not constitute an endorsement of the contents, which reflect the views only of the authors, and the Commission cannot be held responsible for any use which may be made of the information contained therein.