



## Retracting a rental agreement not signed by the owner

Par **Marinag72**, le 12/08/2015 à 20:51

Bonsoir,

We met with our "ex owner" for a cashed deposit check. We were with my friend on the point of taking a rental property directly with the owner, so without going through an agency. After the visit and the information provided to set up the file, we returned by mail the signed lease with our 2 signatures, along with the 750€ deposit check.

10 days later we were retracted by phone + written via mail to the owner.

1 month later surprise, without having heard from her the check was cashed. After the retraction, is she entitled to cash the deposit check? Has she found another tenant? Her property was empty for 2 weeks, is she entitled to cash the full amount? Should she not cash the prorated rent of 345€? Moreover, we never received from her the signed contract: is the contract valid? We never received an example of the signed contract and we don't even know if she signed it. We asked her by SMS but never received anything (neither by mail nor by post).

She is unreachable since, no communication could be made with her to explain or find an agreement despite our calls. What are the consequences? Should we send a registered letter to her attention to explain the facts in writing? Are we entitled to proceed with a lawsuit? Are we entitled to claim a part or the full amount of the cashed deposit?

Thank you for your response,

Par **janus2fr**, le 13/08/2015 à 08:28

Bonjour,

Retracting a rental agreement does not exist.

From the moment you signed the lease, you are a tenant in title. If you no longer wish to take the property, you must give notice in proper and due form and you are obliged to pay the rent and charges during the notice period (3 months or 1 month depending on the case), unless the property is re-rented.

Donc si vous n'avez pas donné congé en bonne et due forme (LRAR, huissier, remise contre signature), le bailleur aurait pu continuer de vous faire payer loyer et charges.

A priori, il a été sympa en acceptant votre congé bien que donné de façon non reconnue par la loi puisqu'il a reloué.

Vous êtes donc tenu au paiement du loyer et des charges, de la date d'effet du bail jusqu'à la prise du logement par le nouveau locataire.

Pour ce qui est de la validité du bail, puisque vous avez remis au bailleur un exemplaire signé, le bail est bien valide. Comme tout contrat, celui qui peut produire un exemplaire signé des parties est en droit d'en demander l'exécution. Donc dans votre cas, le bailleur peut vous demander de respecter le bail puisqu'il dispose bien d'un exemplaire signé par vous, alors que vous, vous ne pourriez pas lui demander la même chose puisque vous n'avez rien !