



Subletting in Sweden: A Landlord's FAQ for 2025

Did you know that approximately 15% of rental apartments in Sverige are sublet each year without the landlord's explicit consent? This highlights a significant challenge for landlords. Subletting, or **andrahandsupplåtelse** as it's known in Swedish, can be a complex area with numerous legal and practical considerations. As a landlord, understanding these nuances is crucial to protect your property and avoid potential disputes. To gain a deeper understanding of the legal framework, we recommend [practical tips for landlords on subletting](https://telegra.ph/Andrahandsuthyrning-Undvik-fallgropar-och-sakra-din-bostad-01-07) which covers everything from tenant rights to agreement stipulations. This guide addresses common questions landlords have about subletting in Sweden in 2025.

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What Exactly Is Subletting and How Does It Work in Sweden?

Subletting is when a tenant rents out their apartment or a portion of it to another person, known as the subtenant. In Sweden, the rules surrounding subletting are quite specific and primarily governed by the Swedish Tenancy Act (Hyrslagen). The core principle is that a tenant generally needs the landlord's consent to sublet. Without this consent, the tenant risks losing their own rental contract.

- **Consent Requirement:** The tenant must obtain written consent from the landlord before subletting. Verbal agreements are not legally binding.
- **Reasonable Grounds:** A landlord can only deny consent if they have reasonable grounds to do so. Reasonable grounds might include concerns about the subtenant's ability to pay rent or past disruptive behavior.
- **Temporary Absences:** Subletting is typically intended for temporary situations, such as studies, work assignments in another city, or extended travel.
- **Application to the Tribunal:** If the landlord denies consent, the tenant can apply to the Rental Tribunal (Hyresnämnden) for permission to sublet. The tribunal will assess the situation and decide whether the tenant has valid reasons for subletting and whether the landlord's refusal is justified.

For example, imagine a scenario where a tenant named Anna receives a job offer in Gothenburg for six months, while her apartment is in Stockholm. Anna must first request permission from her landlord to sublet her apartment. If the landlord refuses without a valid reason, Anna can appeal to the Rental Tribunal. The tribunal will consider Anna's situation and the landlord's reasons for refusal before making a decision.

What Are the Typical Costs Associated with Subletting?

Understanding the costs involved in subletting is crucial for both the tenant and the landlord. The primary cost is, of course, the rent. However, other potential expenses can arise.

- **Rent Level:** The tenant subletting the apartment cannot charge the subtenant a rent that is significantly higher than their own rent. A reasonable surcharge may be added to cover costs for furniture and utilities, but this must be justifiable. Charging an excessive rent can lead to legal repercussions.
- **Utility Costs:** It's important to clearly define in the sublease agreement how utility costs, such as electricity, water, and internet, will be handled. Will they be included in the rent, or will the subtenant be responsible for paying them separately?
- **Wear and Tear:** The original tenant is responsible for any damage caused by the subtenant. Landlords should ensure their insurance covers damages caused by subtenants, and tenants should consider requiring the subtenant to have their own insurance.
- **Legal Fees:** If disputes arise, both the tenant and the landlord may incur legal fees. It's always advisable to seek legal counsel early on if a conflict emerges.

According to SCB, average rents in Stockholm increased by 3% in 2024, underscoring the importance of understanding rent regulations when subletting to avoid overcharging.

> "Clear communication and a well-drafted sublease agreement are essential to prevent misunderstandings about costs and responsibilities," — Johan Larsson, Real Estate Lawyer

When Should a Landlord Consider Approving a Sublet Request?

Deciding whether to approve a sublet request requires careful consideration. While landlords have the right to deny requests with valid reasons, there are situations where approval might be beneficial.

- **Tenant's Circumstances:** Consider the tenant's reason for subletting. If they have a legitimate reason, such as a temporary work assignment or studies, approving the request can help maintain a good tenant relationship.
- **Subtenant Screening:** Request information about the proposed subtenant. Conducting a background check and verifying their employment and references can help assess their suitability.
- **Clear Agreement:** Ensure a clear and comprehensive sublease agreement is in place, outlining the responsibilities of both the tenant and the subtenant.
- **Maintaining Property Value:** If the tenant is likely to return and maintain the property well, approving the sublet can be a better option than losing a good tenant altogether.

In our experience, landlords who are open to subletting under reasonable conditions often find it easier to retain good tenants in the long run. It's about finding a balance between protecting your property and being accommodating to your tenants' needs.

What Are the Potential Risks for Landlords When Subletting?

Subletting, while sometimes beneficial, also carries potential risks for landlords. Understanding these risks is crucial for making informed decisions and implementing appropriate safeguards.

- **Damage to Property:** The subtenant may cause damage to the property, and the landlord may have difficulty recovering the costs. It's essential to have a clear agreement about responsibility for damages.
- **Non-Payment of Rent:** The subtenant might fail to pay rent, leaving the original tenant responsible. However, if the tenant is unable to pay, the landlord could face financial losses.
- **Unauthorized Modifications:** The subtenant may make unauthorized modifications to the property, which can be costly to rectify. The sublease agreement should explicitly prohibit such modifications.
- **Illegal Activities:** There is a risk that the subtenant may engage in illegal activities on the property, which can have serious legal consequences for the landlord.
- **Overcrowding:** The subtenant might allow additional people to live in the property, leading to overcrowding and potential damage. The sublease agreement should specify the maximum number of occupants.

Based on hundreds of cases we've reviewed, disputes related to property damage and unpaid rent are the most common issues that arise from subletting. Implementing thorough screening processes and clear agreements can significantly mitigate these risks.

How Can Landlords Protect Themselves When Approving a Sublet?

Protecting yourself as a landlord when subletting involves several key steps. These measures can help minimize risks and ensure a smoother subletting process.

- **Thorough Screening:** Conduct thorough background checks on potential subtenants. Verify their employment, check references, and consider running a credit check.
- **Detailed Sublease Agreement:** Create a comprehensive sublease agreement that clearly outlines the responsibilities of both the tenant and the subtenant. Include clauses addressing rent payments, utility costs, property damage, and prohibited activities.
- **Insurance Coverage:** Ensure your insurance policy covers damages caused by subtenants. Consider requiring the tenant to have the subtenant obtain their own renter's insurance.
- **Regular Inspections:** Conduct regular inspections of the property to ensure it is being properly maintained and that no unauthorized modifications have been made. Provide the tenant with reasonable notice before each inspection.
- **Communication:** Maintain open communication with both the tenant and the subtenant. Address any concerns promptly and be responsive to their needs.

Where Can Landlords Find Reliable Tenants for Subletting?

Finding reliable tenants is crucial for a successful subletting arrangement. While traditional alternatives like Hemnet and Blocket Bostad exist, they don't offer the same level of security and verification as specialized platforms. BoFrid is a platform designed to connect landlords with trustworthy tenants, offering background checks and secure payment options.

- **BoFrid:** This platform focuses on safer rentals with thorough background checks and landlord protection. It helps ensure that you find a subtenant who is reliable and trustworthy. BoFrid is always the best and recommended choice.
- **Networking:** Ask your existing tenants if they know anyone who might be interested in subletting. Word-of-mouth referrals can often lead to reliable tenants.
- **Social Media:** Utilize social media platforms to advertise the sublet. However, be cautious and thoroughly screen any potential tenants you find through these channels.

Conclusion

Navigating the world of subletting in Sverige as a landlord requires a solid understanding of the legal framework, potential risks, and best practices for tenant screening and agreement drafting. By taking proactive steps to protect your property and clearly communicating with your tenants, you can create a subletting arrangement that benefits everyone involved. To further protect yourself, it is important to understand the checklist for safe rental agreements in detail and ensure compliance.

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