

Rental Risk Report

Sample analysis · Generated by RentSafe Spain

Monthly rent	€2,300	Deposit requested	€4,600 (2 months)
Listing type	Agency (inmobiliaria)	Contract term	12 months, non-renewable

OVERALL RISK

HIGH

5 serious issues found. We recommend not signing this contract as-is. Ask the agency in writing to remove or rewrite the clauses below before paying anything.

Flagged clauses

HIGH

1. Excessive deposit (2 months' rent)

Why this matters. The agency is asking €4,600 — two months of rent — as fianza. Spanish law caps the statutory deposit at one month's rent for a permanent residential lease.

Legal basis

Law	Ley 29/1994, de Arrendamientos Urbanos (LAU)
Article	Art. 36.1
Rule	The tenant must provide a cash deposit of one monthly rent payment for housing leases.
Standard position	The fianza for a vivienda habitual is one month's rent. Additional guarantees may only be agreed as separate, additional security — not as a higher 'fianza'.
How it applies here	The €4,600 requested is double the statutory fianza. Ask the agency to reduce it to €2,300, or to clearly document the extra €2,300 as a separate additional guarantee.
Official source	https://www.boe.es/buscar/act.php?id=BOE-A-1994-26003
Verified	2026-01

HIGH 2. Agency fee charged to the tenant

Why this matters. The listing is posted by an inmobiliaria. Since May 2023, agency fees on residential leases must be paid by the landlord, not the tenant.

Legal basis

Law	Ley 12/2023 por el derecho a la vivienda (amending LAU)
Article	LAU Art. 20.1
Rule	The costs of real-estate management and contract formalisation are borne by the landlord.
Standard position	Agencies acting for the landlord cannot pass their commission or 'gastos de gestión' to the tenant on a residential lease.
How it applies here	If the agency is invoicing you any 'honorarios', 'gestión' or commission, refuse to pay it and cite this article in writing.
Official source	https://www.boe.es/buscar/act.php?id=BOE-A-2023-12203
Verified	2026-01

HIGH 3. 12-month term marked 'non-renewable'

Why this matters. The contract limits you to 12 months with no extension. For a habitual residence, the tenant has a statutory right to extend up to 5 years (7 if the landlord is a company).

Legal basis

Law	Ley 29/1994 (LAU)
Article	Art. 9
Rule	Regardless of the term agreed, the tenant may extend the lease annually until it reaches five years (seven if the landlord is a legal person).
Standard position	'Non-renewable' clauses on a vivienda habitual are unenforceable against the tenant's prórroga right.
How it applies here	You are entitled to stay past month 12 on the same terms. The clause is worth challenging before signing so the paperwork matches your rights.
Official source	https://www.boe.es/buscar/act.php?id=BOE-A-1994-26003
Verified	2026-01

HIGH 4. Discretionary rent increase

Why this matters. The clause lets the landlord raise the rent 'at their discretion' each year. Annual updates are capped by law and must follow a defined index.

Legal basis

Law	Ley 29/1994 (LAU)
Article	Art. 18
Rule	Annual rent updates must follow the reference index published by INE and cannot exceed the statutory cap in force for that year.
Standard position	For 2024-2025 updates, the cap was 3% (large-holders) with a new INE index applying from 2025 onwards. Landlord discretion is not a valid basis for an increase.
How it applies here	Replace 'at the landlord's discretion' with a clause referencing the official INE index and the annual legal cap.
Official source	https://www.boe.es/buscar/act.php?id=BOE-A-1994-26003
Verified	2026-01

HIGH 5. Deposit described as 'non-refundable'

Why this matters. The contract states the fianza is non-refundable. The statutory fianza must be returned within one month of the lease ending, minus any legitimate deductions.

Legal basis

Law	Ley 29/1994 (LAU)
Article	Art. 36.4
Rule	The landlord must return the deposit balance within one month of the keys being handed back; late return accrues statutory interest.
Standard position	A blanket 'non-refundable' clause on the fianza is void. Deductions must be itemised and justified (unpaid rent, damage beyond normal wear).
How it applies here	Ask the agency to remove 'no reembolsable' and add the standard return-and-itemise wording.
Official source	https://www.boe.es/buscar/act.php?id=BOE-A-1994-26003
Verified	2026-01

What to do next

- Do not pay the deposit or any 'reserva' until the clauses above are corrected in writing.
- Reply to the agency by email (keep the paper trail) asking for: fianza reduced to one month, removal of any tenant-paid agency fee, deletion of the 'non-renewable' wording, an INE-indexed rent update clause, and standard fianza-return wording.
- If the agency refuses, walk away — these are not negotiable extras, they are statutory tenant rights.
- For a personal review of the revised contract, contact a Spanish abogado or your local sindicato de inquilinos before signing.

This lease has clauses worth a professional eye.

For a serious issue — an unfair clause, a deposit dispute, a landlord problem — we can point you to a tenant lawyer or a tenants' union (sindicato de inquilinos).

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