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The innovation of the French tenancy law: the ALUR Act

La revision du droit des rapports locatifs en France: la loi ALUR

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ABSTRACT: The French tenancy law is based on the Act 89-462 of the 6th July 1989 for the improvement of tenancy relations[1]. Overall this Act can be considered as a well-balanced act that protects the interests of both tenants and landlords. However, tenants are still the weak party of tenancy contracts, even if they are protected at every step of their relations with landlords. Therefore the 1989 Act needed to be reviewed in order to take into consideration the evolution of the legal framework and of the housing market in France and, above all, the rights of tenants.

This consideration has led to the so-called "ALUR" Act reform in 2014[2], in order to review the relations between landlords and tenants. The main goal of the legislator is both to make the 1989 Act more functional and renovate several aspects of the tenancy law, by introducing for example a rent control mechanism and a universal guarantee for dwellings. Although those new legal provisions are ambitious, their implementation seems quite challenging.

KEY WORDS: tenancy law; housing market; ALUR Act; renovation; rent control; guarantees.

RÉSUMÉ: La regulation des rapports locatifs en droit français se base principalement sur la loi 89-462 du 6 juillet 1989 tendant à améliorer les rapports locatifs[3]. De manière générale, cette loi peut être considérée comme une loi plutôt équilibrée, qui protège les intérêts des bailleurs et des locataires d'un logement. Cépendant, les locataires sont toujours la partie faible du contrat de location, même s'ils bénéficient de guaranties de protection à chaque étape de leur relation contractuelle avec leurs bailleurs. Toutefois, le loi de 1989 a nécessité une revision assez globale, afin d'être en mesure de prendre en compte l'évolution du cadre juridique portant sur le droit au logement, le marché du logement et, surtout, les droits des locataires.

Ce constat a conduit à l'introduction de la loi dite "ALUR"dans le cadre juridique français[4], dans un objectif de rénover les rapports locatifs. Le but principal du législateur a été ainsi de rendre la loi de 1989 plus fonctionnelle et de rénover, voire innover, des différents aspects du droit portant sur les rapports locatifs, en introduisant, par exemple, un méchanisme d'encadrement des loyers et une garantie universelle pour le logement. Si ces nouveaux

[1] Act 89-462 of the 6th July 1989 for the improvement of tenancy relations and amending Act 86-1290 of the 23rd December 1986, (in French: Loi ni° 89-462 du 6 juillet 1989 tendant à améliorer les rapports locatifs et portant modification de la loi n° 86-1290 du 23 décembre 1986).
[2] Act 2014-366 of the 24th March 2014 concerning access to housing and urban renewal (in French: Loi n° 2014-366 du 24 mars 2014 pour l'accès au logement et un urbanisme rénové). See on the topic: Mendak P."Projet de loi "Alur", entretien avec Cécile Duflot" Revue des loyers et des fermages, p. 314. Y. Rouquet, "Projet de loi "logement et urbanisme" (deuxième lecture): volet baux d'habitation", D. 2014, p. 208 ; Y. Rouquet, "Projet de loi "logement et urbanisme": volet bail d'habitation", D. 2013, p. 2171.
[3] Loi n° 89-462 du 6 juillet 1989 tendant à améliorer les rapports locatifs.
[4] Loi n° 2014-366 du 24 mars 2014 pour l'accès au logement et un urbanisme rénové). Voir sur ce sujet: Mendak P."Projet de loi "Alur", entretien avec Cécile Duflot" Revue des loyers et des fermages, p. 314. Y. Rouquet, "Projet de loi "logement et urbanisme" (deuxième lecture): volet baux d'habitation", D. 2014, p. 208; Y. Rouquet, "Projet de loi "logement et urbanisme": volet bail d'habitation", D. 2013, p. 2171.

dispositifs législatifs son ambitieux, leur mise en oeuvre présente de nombreux enjeux et doit faire face à de nombreuses difficultés.

MOTS CLEFS: Rapports locatifs; marché du logement; loi ALUR; encadrement des loyers; garanties.

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1. Historical development of the tenancy law in France

1.1. A slow evolution of the French tenancy law

The French regime concerning lease agreements was based since the 18th century on the Civil code, in specific Chapter named "Du louages des choses" (articles 1709 to 1778 of the Civil code). These legal provisions were quite limited to the act of renting a house, by only taking into consideration the leasing as an object of a legal transaction, and did not take into consideration the relations between tenants and landlords neither provided any protection to tenants.

This liberal approach of the tenancy law, based on the sacralisation of property rights, has lasted two centuries, until the social and demographic situation after the Second World War provoked important housing issues. Therefore, the legal framework had to be adapted to this new context, including the reinforcement of social rights thanks to the Preamble of the Constitution of 1946.

The first attempt to change this liberal legal approach of housing rights in France has taken place in 1948[5], when the first law dealing specifically with tenancy contracts had been voted.

This law stayed in effect until 1982 (and is still partly regulating the contracts that were concluded at that time), when a new law was adopted in order to guarantee a better protection of the tenant/landlord relations and the tenant's rights[6]. This Act has been replaced twice: in 1986[7] and in 1989[8]. The Act of 1989 for regulating the French tenant law has definitely proven successful as it is still in effect today.

1.2. The tenancy law under the 1989 Act, an Act encouraging the increase of the dwellings

The 1989 Act deals with the relations between tenants and landlords and its objective is to facilitate the access to dwellings and encourage the development of the rental market by preserving the contractual freedom. For this very reason its provisions on the conclusion, the

[5] Act 48-1360 of the 1st September 1948 amending and codifying the rules concerning the relationship among landlords and tenants or occupants of residential premises or of premises for professional use and establishing housing allowances (in French: Loi n° 48-1360 du 1 septembre 1948 portant modification et codification de la législation relative aux rapports des bailleurs et locataires ou occupants de locaux d'habitation ou à usage professionnel et instituant des allocations de lodgement), www.legifrance.gouv.fr. 195 N. Damas, "Loi de 1948: forme de la contestation du droit au maintien dans les lieux", AJDI, 2014, p. 39 ; C. Beddeleem,"Loi du 1 er septembre 1948" Annales des loyers, 2013 p. 2170. 60

[6] Act 82-526 of the 22th of June 1982 regardng tenants and landlords rights and obligations, (in French: Loi n° 82-526 du 22 juin 1982 relative aux droits et obligations des locataires et des bailleurs).

[7] Act 86-1290 of the 23th December 1986 designed to encourage investment in real estate to rent, access to home ownership and increase of real estate offer, (in French: Loi n° 86-1290 du 23 décembre 1986 tendant à favoriser l'investissement locatif, l'accession à la propriété de logements sociaux et le développement de l'offre foncière).

[8] Act 89-462 of the 6th July 1989 for the improvement of tenancy relations and amending Act 86-1290 of the 23th December 1986, (in French: Loi n° 89-462 du 6 juillet 1989 tendant à améliorer les rapports locatifs et portant modification de la loi n° 86-1290 du 23 décembre 1986).

implementation and the termination of the contract are not restrictive enough and don't require many specific conditions to rent a dwelling. As a result, the lease agreements have to respect a number of rules and conditions and, simultaneously, they are accessible to almost every person who intends to become a landlord or a tenant.

a) The rental lease agreement

As the idea is to increase the number of dwellings offered on the rental market, any owner of a dwelling can rent it and, as a result, any natural or legal entity can be a landlord under the 1989 Act. The legislator also specifies conditions concerning the dwelling but not concerning the owner of the premises. However, the 1989 Act is only applicable if the tenant is a natural person, the goal being to protect the home of individuals. The corporate entities cannot be considered as tenants according to this Act and they fall under the ordinary law, which is less protective[9].

There is no specific requirement for becoming a tenant or a landlord, except the fact that the tenant should have the full capacity to sign a contract[10]. People that do not have the full capacity such as minors or people placed under guardianship or any other protection are thus excluded. However, if a protected person owns properties, they can be rented with the approval of the family or of the person protecting him or of the judge depending on the circumstances[11].

The landlords are free to choose the tenants of their dwelling, under the condition that they don't request for any "prohibited documents", in order to avoid discrimination. And, of course, landlords can demand for extra guarantees for the rent payment[12].

As for the content of the rental lease agreement itself, the 1989 Act is specific and regulates the information that the lease has to include:

— the name and details of the landlord, or if relevant of his real estate agent,

— the name of the tenant,

— the date of the beginning of the contract and its duration,

— a description of the premises,

— a description of any equipment (furniture, white goods and other furnishings, including access to new technologies),

— premises that are for the sole use of the tenant and, if relevant, a description of premises that are for common use,

— the rental amount,

[9] Article 3 of the 1989 Act.
[10] Article 467 of the Civil Code.
[11] Article 472-2 of the Civil Code.
[12] Article 3 of the 1989 Act.

— the payment conditions,

— if relevant a review clause, depending on the location of the dwelling, on the comparative rent, on the amount of the last rent paid by the last tenant if this latter left less than 18 months before the beginning of the new lease, on the cost of work done in the dwelling since the end of the last contract of last renewal of the lease

— if relevant, the amount of the deposit.[13]

The goal of the legislator is to protect the tenant and to inform in detail each party of the content of the rental lease. For this purpose, the 1989 Act also contains a list of twenty provisions that are considered as null and void if they were included in a rental lease. [14]

b) The obligations of tenants and landlords

Obligations of landlords and tenants constitute the core of the 1989 Act. In its first article, the 1989 Act specifies that "the reciprocal rights and obligations of landlords and tenants must be balanced in their individual relations and in their collective relations".

First, according to section 6 of the 1989 Act, landlords shall provide decent housing to tenants as well as all elements that make it suitable for residential use. They must deliver the place in good-condition, with all the characteristics stipulated in the contract, they shall ensure a peaceful enjoyment and make the necessary arrangements for the maintenance of the dwelling. The tenant, on the other hand, must pay the rent, including charges, occupy the dwelling in a peaceful way, avoid altering the premises, and do what is required to maintain it well. The tenant must also insure the premises and provide access to the owner in the event of works, visits etc.

A deposit can be asked by a landlord to cover the cost of any damages that may occur as a result of an inappropriate use of the premises. If the landlord asks for a deposit, the amount and conditions of reimbursement to tenants are regulated by law.

As far as the termination of the tenancy contract is concerned, the article 15 of the 1989 Act specifies that the landlord has the right to ask the tenant to leave only if the former wants to have the property back for personal use or for a family member use or if for a legitimate and serious reason, in particular the non-respect by the tenant of one of his/her obligations. The period of notice given by the landlord is six months before the end of the lease and, at the end of this notice, the tenant is deprived of any title to the leased premises.

On the other hand, the tenant can leave the premises without specifying the reasons. The tenant is obliged though to give the landlord an at least three months' notice (for an unfurnished apartment) or one month's notice (for a furnished apartment) before the departure.

[13] Article 3 of the 1989 Act.
[14] Article 4 of the 1989 Act.

2. The regime of the ALUR Act

2.1. An effort to innovate the tenancy law

The purpose of the ALUR Act has been subjected to an open dialogue which concerned the whole French society. From the proposition of the government to the vote of the final version of the ALUR Act[15], long and strong debates took place involving the public authorities, at a national and local level, and a large panel of actors related to the housing market, such as associations for housing rights protection and landlords (social and private).

The main idea was to reform the 1989 law and to update the rights and obligations of tenants and landlords, by changing many aspects related to tenancy law which were considered as less functional or against the tenants' interests. This explains the fact that, in practice, the ALUR Act has integrated the French law as a direct reform of the 1989 Act.

As for the spirit of this reform, the ALUR Act re-establishes the principle of equity as far as access to housing is concerned and it includes financial, social and environmental issues. Therefore, the new provisions introduced by this Act are based on a triple objective: Firstly, improve the regulation of the market in terms of access to housing; secondly, improve the protection of the most vulnerable in society in general and, especially, of the most vulnerable party of the lease, the tenant; finally, encourage innovation and experimentation in housing, in order to explore and find alternative ways to improve the quality of housing and the co-existence of citizens (in French "le vivre ensemble"), including urbanism regulations and urban planning.

2.2. More documents and guarantees for the conclusion of the lease

Firstly, the ALUR Act also tried to provide a better legal framework for furnished housing, in order to overcome unfairness resulting from this type of rent. To do so, the provisions of the ALUR Act on primary residences concern both unfurnished and furnished accommodations, namely the provisions on the inventory of the premises, on the technical diagnosis, on clauses that shall be deemed unwritten, on remuneration of intermediaries, on the duties of the parties and on the rules of prescription[16].

Article 6 of the ALUR Act modified the principle concerning the documents that can be required from tenants: there is no longer a list of documents that the landlord is not allowed to require, but a limited list of documents that the latter may require. Those documents have

[15] See on the topic: MENDAK P."Projet de loi "Alur", entretien avec Cécile Duflot" Revue des loyers et des fermages, p. 314. Y. ROUQUET, "Projet de loi "logement et urbanisme" (deuxième lecture): volet baux d'habitation", D. 2014, p. 208 ; Y. ROUQUET, "Projet de loi "logement et urbanisme": volet bail d'habitation", D. 2013, p. 2171

[16] Article 25-3 of the ALUR Act.

been specified by a decree adopted the 5th November 2015[17]**.** Additionally, the tenant shall henceforth receive an information note concerning the rights and duties of the tenant[18].

Article 6 of the ALUR Act also states that the deposit shall be returned to the tenant within one month. If it is not returned, the landlord can be sentenced to penalties.

Moreover, in order to avoid disputes and litigations in relation to lease contracts, the ALUR Act changed required the parties to establish the lease in accordance with a standard contract[19]. As far as the new standard lease[20] is concerned, according to article 1 of the ALUR Act, new mandatory information shall be provided to the tenant such as the amount of the last rent paid by the previous tenant, the nature and the cost of work carried out in the dwelling since the end of the last rental contract, a list of means to connect to Internet networks available in the dwelling and an information note on the rights and the obligations of tenants and landlords[21]. Despite the length of these documents, sometimes contested by professionals of the housing sector, they seem to provide a consensus for landlords and tenants[22].

Furthermore, the ALUR Act imposed the use of a standard form for inventories to be made when entering or leaving the dwelling. The making of inventories is specified by a decree of 2016[23], concerning information to be included in the document, but more succinctly than the lease contract. There is also a possibility to establish inventories electronically, despite the concerns of some professionals about the delay in sending this document to tenants. This decree also addresses the question of the elaboration of a grid of dilapidation, in application of article 7 of the 1989 Act and in accordance with the desire of the legislator in 2014. Actually, a definition of the dilapidation is specified and landlords and tenants have the option to use a dilapidation grid among those elaborated by collective agreement within the CNC or by local agreement. This provision is disappointing due to the lack of a universal grid concerning dilapidation.

As for the end of the lease, when the notice is given by the tenant, the minimum period is reduced from three months to one month in areas where there is a shortage in the rental market (28 urban areas). This shorter notice period is also applicable all the time for tenants of social housing and to those facing health problems that justify the fact that they need to move. However, tenants' obligations regarding notice are stricter, in particular in terms of giving an explanation of the reason why they want to leave the premises if they claim for a shorter notice period of one month, instead of the normal three months period.[24] This mechanism is used a lot by tenants living in areas where there is a shortage in the rental

[17] Decree n° 2015-1437 of 5 November 2015.
[18] Article 3 of the 1989 Act.
[19] Decree n° 2015-587 of 29 May 2015.
[20] Decree n° 2015-587 of 29 May 2015.
[21] Arrêté de la ministre du logement relatif au contenu de cette notice d'information, publié le 29 mai 2015.
[22] Commission des affaires économiques de l'Assemblée Nationale, Rapport d'information sur la mise en application des titres Ier et II de la loi n° 2014-366 du 24 mars 2014 pour l'accès au logement et un urbanisme rénové, enregistré le 25 janvier 2017, p. 10.
[23] Décret n° 2016-382 du 30 mars 2016 fixant les modalités d'établissement de l'état des lieux et de prise en compte de la vétusté des logements loués à usage de résidence principale.
[24] Article 5 of the ALUR Act.

market. However, the large number of exceptions to the rule of three months' notice may impair the legibility of the law.

2.3. A universal guarantee for dwellings

The ALUR Act planned to create a universal guarantee ("GUL", i.e. *Garantie universelle des loyers*) in order to facilitate access to private housing for people who cannot afford to have a guarantor, as well as to prevent expulsions while protecting landlords. In reality, it was also supposed to be an incentive for landlords to rent their properties. The goal of this guarantee was to avoid unfairness and discrimination among people looking for a dwelling who were selected not only based on their incomes (which is logical) but also on their ability to find a guarantor. Therefore, this guarantee was supposed to support people who are temporarily unable to pay the rent and to set off judicial proceedings in case of abuses by tenants who, for example, decide not to pay the rent without any specific reasons.

Despite the first ambitions, including the compulsory financial participation of tenants and landlords to the funding of the mechanism, the legislator did not go that far. In fact, according to the ALUR Act, the GUL is optional and based on funding from the State and from a specific fund (Participation of the employer in the construction effort; in French: "participation des employeurs à l'effort de construction" or PEEC) which was estimated to be around 400 million euros.

Contrary to the will of the legislator, due to a lack of funding, the "GUL" was replaced in 2016 by the so-called "Visale" (for "Visa for housing and employment")[25]. It was created by an agreement signed at the end of December 2015 between the French organisation "Action Logement" and the State[26]. This system, contrary to the GUL, is not a universal one but rather targets certain categories of beneficiaries, and takes into consideration aspects related to the integration into the labour market. The Visale guarantee is reserved for people who struggle with specific problems concerning their access to housing. In particular, it aims to help disabled people, people under 30 (with the exception of students without a scholarship who depend to their parents' household as far as taxes are concerned), people over 30 years old with an insecure working contract (fixed-term contract or probationary period of a permanent contract, interim, intermittent contract, apprenticeship contract or assisted contract, contracts lasting less than one month) and low income families who benefit from a rental intermediation scheme.

The guarantee created is rather disappointing concerning both its principle and its results. The cost of Visale is estimated to 130 million euros per year, which corresponds to about 1/3 of the budget that was planned for the GUL. Moreover, its implementation is particularly

[25] Article 23 of the ALUR Act.
[26] Convention Etat-UESL pour la mise en oeuvre de Visale et AVENANT N° 1 à la Convention Etat-UESL pour la mise en œuvre de Visale du 24 décembre 2015.

slow: by the 30th of November 2016, only 7,681 contracts were covered by Visale whereas 20,800 contracts should have been expected for the year 2016 according to Action Logement. However, since the end of 2016, an increase of the number of contracts insured by Visale can be noticed[27].

2.4. The control of rental fees

The ALUR Act tried to apply the rule stated by the 1989 Act[28] to share fees equally between tenants and landlords for paying intermediaries intervening in the lease. According to the first article of the ALUR Act, the remuneration of the latter is capped on the basis of an amount per square meter of habitable surface of the premises rented and determined by a decree of the 1st August 2014[29].

This mechanism is especially relevant in highly populated territories, as fees are very high and often linked to the price of the rent (and not to the number of square meters), whereas the mandatory limits do not seem to be suitable for other territories. And even if the vast majority of the agencies respect the limits, there are strong disparities between the different territories[30]. Moreover, without a supervisory body, in areas where the demand is high it is difficult to ensure that these rules are respected. Some agencies charge 100% of the fees to the tenants in an attempt to attract landlords. Indeed, agencies face strong competition as landlords can easily find tenants via online platforms.

2.5. The rent control

The lack of any legal framework controlling rents has given way to a considerable increase in rents in France, particularly in areas where demand for housing is high, such as in Paris, the Paris Region, Lille, and Marseille. As a result, rent is now a major expense for households living in France: one out of five private tenants spend more than 40% of their income on housing[31].

Despite the fact that the 1989 Act provided mechanisms to control rents, these are not used since 1997. Following an emergency decree on rent control adopted by the Minister of Housing on 1st August 2012 and renewed every year[32], rent control was one of the flagship

[27] Commission des affaires économiques de l'Assemblée Nationale, Rapport d'information sur la mise en application des titres Ier et II de la loi n° 2014-366 du 24 mars 2014 pour l'accès au logement et un urbanisme rénové, enregistré le 25 janvier 2017.
[28] Article 5 de la loi n° 89-462 du 6 juillet 1989 tendant à améliorer les rapports locatifs et portant modification de la loi n° 86-1290 du 23 Décembre 1986.
[29] Decree n° 2014-890 of 1er August 2014.
[30] Enquête de l'UFC-Que Choisir réalisée auprès de 1 246 agences immobilières en fin 2015.
[31] Draft bill of the"ALUR"Act of 26 June 2013.
[32] Decree n° 2016-1040 of 29 July 2016.

provisions of the law for access to housing and renovated urbanism. The objective of this mechanism, established by the ALUR Act, is to regulate rents in a sustainable way by limiting the amount of rent while controlling its increase and facilitating access to housing.

The scope of the rent control framework introduced by the ALUR Act includes a group of territories considered to be in areas where there is a shortage in the rental market. More specifically, the rent control considers 28 agglomerations with more than 50,000 inhabitants who have problems of disparity between housing supply and demand, which represent 4,6 million dwellings[33]. It should be noted that the French government announced the 29st August 2014 its intention to limit the scope of the rent control to Paris, but the Council of State cancelled this statement[34].

Local authorities are thus set up in each territory in order to assure the implementation of the rent control mechanism by collecting and process rent data: the local observatories of rents (in French "observatoires locaux des loyers »). The role of these observatories is very important because it is on the basis of their data that the Prefects issue annually a decree fixing for each category and each district the median reference rent, the reduced median reference rent and the augmented reference rent (Maximum of + 20% compared to the median rent). According to the ALUR Act, the augmented reference rent must be used as a threshold for rents in areas where the demand is high. Therefore, any new lease or any renewed lease may not exceed this augmented reference rent. If this is not the case, the tenant, having expressed his will to change the rent at least 6 months prior the date of renewal of the lease, can apply to obtain a reduction of the rent by means of an amicable appeal before the Departmental Conciliation Commission (CDC) and, in the event of failure, through a judicial procedure. The landlord may also, under the same conditions, request a revision of the rent in cases where it is less than the median reference rent minus 30%[35].

A certain number of administrative or technical barriers limited the implementation of rent control mechanism. Firstly, the experimentation of the rent control framework before the implementation of the "ALUR" Act gave the impression of freedom for the local authorities in terms of implementation of this framework, whereas this system is compulsory and is not subject to the opinion of mayors[36]. Secondly, although the majority of the concerned areas are covered by a rent observatory (20 out of 28), almost all of these observatories have not been approved by a prefectural decree. This constitutes a major obstacle to the implementation of the rent control framework because the scope of data that must be transmitted by observatories to housing professionals is limited. Finally, the limited number of seizins of the Departmental Conciliation Commission (CDC) and the commitment of the rent control framework which is for the moment limited only to the Paris urban area and to

[33] Ajaccio, Annecy, Arles, Bastia, Bayonne, Beauvais, Bordeaux, Draguignan, Fréjus, Genève-Annemasse, Grenoble, La Rochelle, La Teste-de-Buch – Arcachon, Lille, Lyon, Marseille – Aix-en-Provence, Meaux, Menton – Monaco, Montpellier, Nantes, Nice, Paris, Saint-Nazaire, Sète, Strasbourg, Thonon-les-Bains, Toulon, Toulouse.
[34] Council of State, decision n° 391654 of 15 March 2017.
[35] Constitutional Council, decision n° 2014-691 DC of 20 March 2014.
[36] Article 6 of the ALUR Act.

the city of Lille, have resulted in a partial application of this innovative provision of the ALUR Act.

Admittedly, the ALUR Act may create a risk of administrative blockage that would freeze the rental housing sector, discouraging landlords from renting their real estate. However, landlords have the freedom to define and even increase the rent up to the limit of the median reference rent, which is used as a factor of stability to avoid the disproportionate increase of rents.

In general, the rent control mechanism has produced positive results, even if the results are difficult to measure and, certainly, not as good as expected. Indeed, the increase of rents in Paris has been slowed down, even if it is not possible to directly relate it to an effect of the law itself[37]: in 2015, the increase in rents was 0.5%, compared with 0.8% in 2014[38]. Moreover, according to the Ministry of Housing, the statistical results produced by the observatories of rents are now considered satisfactory and constitute uncontested references for all the local actors. For example, the OLAP[39] data is increasingly reliable. In addition, among the efforts made to make rent control accessible to the public, a digital platform was created to consult the reference rents by introducing the characteristics of the housing taken into account (https: //www.referidf.com).

3. Conclusion

This legal evolution of the relations between landlords and tenants seems to be quite efficient in terms of security of dwellings and of protection of the weaker part, despite the difficulties to have an overview of the application of the ALUR Act due to the numerous decrees adopted to implement the law itself. However, some of the most important innovations have not yet been fully implemented. For example, it is the case for the new rental framework concerning rent control called "encadrement des loyers". Some others have been completely changed even reoriented, such as the universal rental guarantee, known as "GUL" (in French: Garantie Universelle des Loyers), which has been replaced by a much less ambitious housing guarantee, the "Visale".

[37] Commission des affaires économiques de l'Assemblée Nationale, Rapport d'information sur la mise en application des titres Ier et II de la loi n° 2014-366 du 24 mars 2014 pour l'accès au logement et un urbanisme rénové, enregistré le 25 janvier 2017.
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