Global Sustainable Buildings Guide - Germany

Green Leases

| Contents |
| --- |
| To generate table of contents, right-click here and select **Update Field.** |

# Are green leases or green lease provisions mandatory or optional? If mandatory, to whom do they apply? If optional, is there significant take up?

There is no statutory requirement under German law to include green clauses in lease agreements. However, certain statutory provisions promote the sustainable use of buildings and could be considered green clauses in other jurisdictions. For example, heating and warm water costs must be largely charged to tenants based on actual consumption. Furthermore, tenants of residential premises must tolerate construction works performed by landlords during energy modernization. However, tenants generally do not have any legal means to enforce energy modernization in Germany.

In October 2015, an interdisciplinary working group led by the German Private Institute for Sustainable Building (Deutsches Privates Institut für Nachhaltige Immobilienwirtschaft), which is the German certifying body of BREEAM, announced a new set of guidelines and recommendations for green leases. The working group developed sample provisions for green leases that aim to lay important foundations for sustainable building use while giving the contractual parties considerable leeway in its implementation. Furthermore, in 2018, the Zentraler Immobilien Ausschuss e.V. (ZIA) Central Real Estate Committee published guidelines and sample clauses for green leases. An update of the ZIA brochure on green leases from 2018 is being prepared.

In practice, green clauses are becoming more and more frequent in commercial lease agreements. Landlords are increasingly trying to introduce green clauses when negotiating new lease agreements, and also when negotiating amendments to existing lease agreements. While landlords (and, infrequently, tenants) often try to make the proposed green clauses binding obligations, often only nonbinding, best-effort clauses are agreed on in the end. This is likely largely because there is currently no legal requirement to implement binding clauses in lease agreements. One exception is the tenant's binding obligation to provide the landlord with consumption data, which is frequently agreed on between the parties. The majority of green lease agreements with binding, rather than nonbinding, obligations are requested by landlords to ensure compliance with the requirements of an existing or planned green building certification, such as the DGNB, BREEAM or LEED.

©Copyright © 2025 Baker & McKenzie. All rights reserved. **Ownership**: This documentation and content (Content) is a proprietary resource owned exclusively by Baker McKenzie (meaning Baker & McKenzie International and its member firms). The Content is protected under international copyright conventions. Use of this Content does not of itself create a contractual relationship, nor any attorney/client relationship, between Baker McKenzie and any person. **Non-reliance and exclusion**: All Content is for informational purposes only and may not reflect the most current legal and regulatory developments. All summaries of the laws, regulations and practice are subject to change. The Content is not offered as legal or professional advice for any specific matter. It is not intended to be a substitute for reference to (and compliance with) the detailed provisions of applicable laws, rules, regulations or forms. Legal advice should always be sought before taking any action or refraining from taking any action based on any Content. Baker McKenzie and the editors and the contributing authors do not guarantee the accuracy of the Content and expressly disclaim any and all liability to any person in respect of the consequences of anything done or permitted to be done or omitted to be done wholly or partly in reliance upon the whole or any part of the Content. The Content may contain links to external websites and external websites may link to the Content. Baker McKenzie is not responsible for the content or operation of any such external sites and disclaims all liability, howsoever occurring, in respect of the content or operation of any such external websites. **Attorney Advertising**: This Content may qualify as “Attorney Advertising” requiring notice in some jurisdictions. To the extent that this Content may qualify as Attorney Advertising, PRIOR RESULTS DO NOT GUARANTEE A SIMILAR OUTCOME. **Reproduction**: Reproduction or copying of the Content on this Site without express written authorization is strictly prohibited.