

Termination of the Lease of an Apartment by Notice

Abstract

The thesis deals with the issue of the notice of lease of an apartment as one of the traditional institutes of lease law. Notice of lease of an apartment is primarily regulated in the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "CC"), in the special provisions on the lease of an apartment and a house in the section regulating the termination of the lease (Sections 2286 to 2291 CC). Secondly, however, it is also necessary to rely on other special provisions on the lease of an apartment and a house (e.g. in the case of an inherited lease according to Section 2283 CC) or general provisions on lease (e.g. in the case of notice of lease due to the unusability of the thing for the agreed or usual purpose according to Section 2227 CC). The regulation of the termination of the lease of a cooperative apartment was excluded by the legislator from the Civil Code, as it is contained in the Act No. 90/2012 Coll., on Commercial Companies and Cooperatives (Business Corporations Act).

The subject of the thesis is to give a comprehensive overview (including the current judicial decisions) of the legal regulation of the notice of lease of an apartment, both in Czech and German law. The thesis also deals with the issues that may be considered disputable or problematic in practice or theory (such as the interpretation of the provision allowing the termination of the lease for failure to pay the rent). Last but not least, the thesis also compares selected provisions of the Czech Civil Code and the German BGB, including the evaluation of both legal regulations.

Systematically, the thesis is divided into seven chapters, which are further divided into subchapters or smaller parts.

The first chapter of the thesis deals with the lease of an apartment in general, introducing this institute to the reader by analysing its defining features.

The second chapter deals with the issues related to the termination of the lease of an apartment. It deals, for example, with other ways in which the lease of an apartment may be terminated or with transitional provisions.

Chapter three is divided into seven subchapters, one of which is even more detailed. This chapter first introduces the notice as a juridical act. The chapter then discusses, for example, the content and formal requirements of a notice or the possibilities of defending against a notice given by the lessor.

Chapter four is divided into five subchapters, two of which are further subdivided. This chapter, together with chapter five, is the focus of the thesis. This chapter first deals with the

lessee's notice of lease in general, then it deals with the notice of lease stipulated for a definite period due to the change of circumstances (Section 2287 CC), the notice of lease stipulated for an indefinite period without stating a reason (Section 2231 CC) and finally the cases in which the lessee may terminate the lease by notice without a notice period. This chapter concludes with a description of notice due to a change of ownership and notice of an inherited lease (Sections 2222 and 2283 CC).

The chapter five dealing with the lessor's notice contains a total of four subchapters, most of which are subdivided into smaller units. The first subchapter first discusses lessor's notice in general. The following subchapters then deal with the individual reasons for notice in the case of the notice with a notice period (subchapters two and three) and the notice without a notice period (subchapter four).

Chapter six deals with the specifics of a joint lease of an apartment. It is divided into two subchapters, the first of which is devoted to the joint lease of an apartment according to Section 2270 CC, the second of which is devoted to the joint lease of spouses according to Section 745 CC.

Chapter seven, which deals with the legal regulation of the notice of lease in Germany, is divided into a total of six subchapters, two of which are even more detailed. This chapter first deals with more general issues (e.g. the requirements for notice or the notice period) and then discusses the individual reasons for notice. The last subchapter is devoted to a comparison of the legal regulation contained in the Czech Civil Code and the regulation contained in the German BGB. This subchapter also includes an evaluation of the two legal regulations being compared.

Keywords: Notice, Lease of an Apartment, Termination of the Lease of an Apartment