

Specific aspects of lease of premises for business purposes

Abstract

The thesis deals with the application of the special *rebus sic stantibus* clause provided for in Section 2287 of Act No. 89/2012 Coll., the Civil Code, to the lease of business premises. The special clause allows the tenant to terminate the lease of business premises due to a change of circumstances. Although the special clause is designated primarily for the lease of an apartment, the Supreme Court of the Czech Republic, in its judgment of 15 January 2019 in Case No. 26 Cdo 1811/2018, concluded that, on the basis of the reference provision of Section 2311 of the Civil Code, the special *rebus sic stantibus* clause also applies to the lease of business premises.

In the first chapter, the thesis discusses the theoretical basis of change of circumstances, the principle of *pacta sunt servanda* and the doctrine of *rebus sic stantibus*, various foreign approaches to change of circumstances and, consequently, the regulation of change of circumstances in the Civil Code in general.

The second chapter is devoted to the general *rebus sic stantibus* clause provided for in Sections 1765 to 1766 of the Civil Code, which is the general legal norm of change of circumstances and as such is the starting point for any examination of change of circumstances in our territory.

The third chapter deals with various theoretical views on the possibility of applying a special clause to the lease of business premises. The thesis then analyses some of the views that appeared in the literature at the time before the above-mentioned court decision. The thesis concludes that the special clause should not apply to the lease of business premises if we do not take into account the existing case law. However, the following part of the thesis analyses the two Supreme Court decisions to date as the main reason why the special clause does apply to the lease of business premises in the Czech legal system.

In the fourth and final chapter, it is discussed in detail how (according to which criteria) the special clause should be applied to the lease of business premises. Among other, which prerequisites for the application of the general clause need to be used in the case of the special clause and which do not. The thesis examines whether it is necessary to limit the special clause to a change in external circumstances, or whether other categories of changes in circumstances can be given relevance. The thesis concludes that changes in circumstances attributable to the lessor should also be taken into account.