

Abstract

The subject of the Work is the notice of termination of apartment lease. The Work was submitted during the *vacantia legis* period (i.e. the period between the force and effect of the law) of Act. No. 89/2012 Coll., the “new Civil Code”. With regard to the historical politico-legal development of the Czech Republic, the content of the Work may be simply divided into the “three generations of notices of termination of apartment lease”. However, the main objective of the Work are the practical issues with notices of termination of apartment lease according to the existing regulation, i.e. Act No. 40/1964 Coll., and the regulation according to the new Civil Code. Since the new Civil Code is partially inspired by the regulation effective in the territory of the Czech Republic in the 19th and the first half of the 20th century, attention is paid (in relation to apartment lease notices) also to the regulation from the first half of the 20th century, which in the form of special acts regulated reasons for lease termination in relatively great detail.

The first comprehensive regulation was drawn up in the period of the so called “First Republic” based on Act No. 83/1918 Coll, on Protection of Tenants.

Evaluation of lease apartment termination notices may not be quite separated from other institutes of law of lease and contractual relationships, and therefore these issues are dealt with in one part of the Work on apartment lease with focus on the frequently occurring questions when serving lease termination notices. Mutual connections of lease regulation of all analyzed regulations are respected even in terms of arrangement and numbering of the contents.

The current practice is based on the regulation contained in Act No. 40/1964 Coll., which has been subject to alterations and therefore these changes are also reflected in this Work. Partial amendments reacted in most occasions directly on disputability of legal interpretations. In the cases when the intervention in the law was driven by political and interest motives, there is generally a greater risk of formation of several legal opinions when applying such provisions.

The final part of the Work focuses on apartment lease termination notices according to the new Civil Code and some issues which may arise with interpretation of this regulation. Classification of termination notice reasons will have a profoundly different character here. As is apparent from the content of Chapter 4 and 5 of the Work, termination notice reasons may be divided into reasons without court’s sanctioning and with court’s sanctioning. The new Civil Code completely abandons the actions for sanctioning the apartment lease

termination notices. Chapter 6 tries to find a systematic arrangement of notices according to the new regulation.

In the case of a termination notice served by the lessor, it is still possible to differentiate between reasons for a termination notice on lessee's part (6.1.) and reasons for a termination notice on lessor's part (6.2.). The wholly new concept is the introduction of termination notice without notice period (6.1.2.) and the termination notice with a notice period (6.1.1., 6.2.1.). A new institute is thus introduced in the area of apartment lease, which unlike withdrawal from a contract has *ex nunc* effect. However, in terms of its type, an immediate notice of termination differs from a general notice of termination only by the evaluation of intensity of breach of a duty, which in some cases is not explicitly stipulated by law (default of rent payment) but will depend on individual evaluation of the case (see in particular 6.1.2.2. Damaging of an apartment or house in a severe or irreparable manner by the lessee. 6.1.2.3. Causing other significant damage or difficulties by the lessee to the lessor or to persons living in the house).

Besides the contents of the Work, appendices are provided for better understanding of the Work containing the texts of legal regulations that the Work analyzes.

The Work clearly shows the magnitude of the decision-making practice established in particular in the past twenty years of the existing regulation; on the other hand, despite a number of similarities the new Civil Code introduces new principles giving priority to autonomous will over peremptory legal regulation and the associated absolute nullity of legal acts.