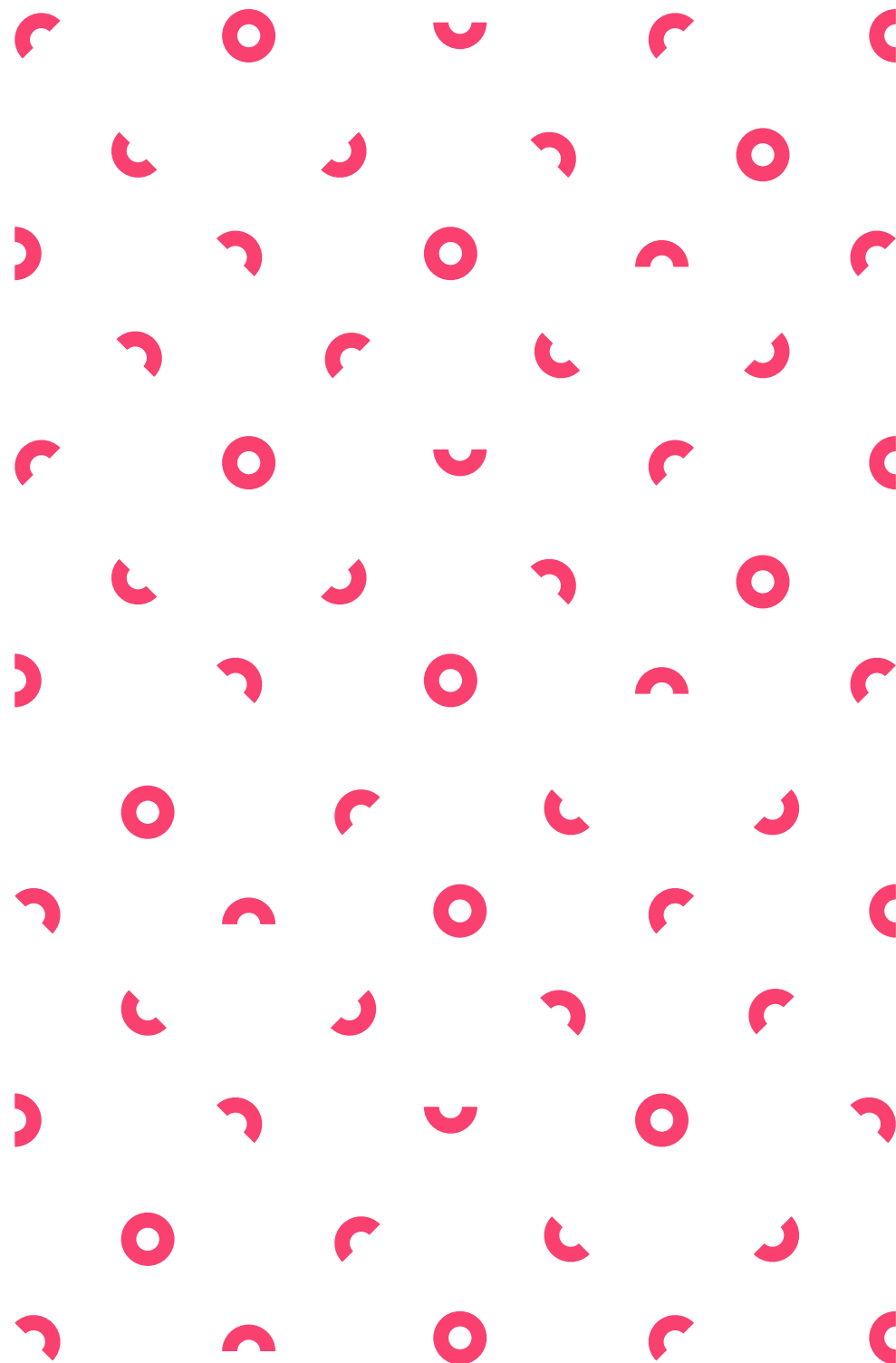


Details Regarding the Apartment Rental Agreement

(according to Act. No 89/2012 Coll. - Civil Code)





Establishing a Lease

The lease of an apartment is created by concluding a written lease agreement. Upon the conclusion of this agreement, the landlord gives the apartment to the tenant for a fee for its temporary use, and the tenant undertakes to pay the landlord rent.

Mandatory information in the contract

Identification of the contracting parties:

- *If the landlord and tenant/subtenant are natural persons:* their full name, birth identification number, date of birth in the absence of an identification number, ID card number, address must be included in the agreement.
- *If the landlord is a legal entity:* the name, registration number and registered office of such entity according to the public register must be included in the agreement.

Subject of the lease:

It can be a set of rooms, a single room, an entire apartment or a house, which must be specified in the agreement according to the data provided in the Land Register (www.cuzk.cz).



Verification of Authorization to Signing

The person signing the contract must be the landlord of the apartment, which must be evidenced by a current and valid extract from the Land Register.

If a representative is signing, they must have a power of attorney from the landlord.

In the case of co-ownership, powers of attorney are required from all of the co-owners, and who must be named in the agreement.





Sublease Agreement

A sublease agreement is concluded by the sub-tenant and the tenant of the apartment, not the landlord. The subtenant - the user of the apartment on the "second level".

The written consent of the landlord is required prior to entering into a sublease agreement, unless the tenant is not renting only part of the apartment where they live. In any case, it is advisable to verify the validity of the lease contract and the consent of the landlord .

Subletting the entire apartment without the landlord consent is a breach of the lease and may be grounds for termination.

The sublease agreement cannot last longer than the lease agreement and ends no later than the end of the lease agreement.

In the case of housing cooperative apartments, the housing cooperative is the landlord, which is why tenant needs the consent of the cooperative for subleasing.





Contract Duration

○ For a definite period:

the exact date of termination of the lease is indicated.

○ For an indefinite period:

no date of termination is specified; the lease is for an indefinite period. The termination of the lease is possible on legal grounds (e.g., by agreement, notice of termination).

If the tenant stays in the apartment for at least three months after the termination of the lease and the landlord does not ask the tenant to leave in writing, the lease contract is automatically extended for the original duration, up to a maximum of two years, unless the parties agree otherwise.



Deposit

The security deposit cannot be more than three times the monthly rent.

After the termination of the lease, the landlord is obliged to return the deposit minus by any sums for repairs or unpaid rent.

The tenant is entitled to interest from the deposit.





Rent

The amount of rent is agreed between the landlord and the tenant.

An inflation clause allows the landlord to increase the rent once a year in line with the current inflation rate.

The landlord also has the option of proposing an increase in the rent up to the level of locally prevailing prices after a period of 12 months from the last increase; however, the rent may not be increased by more than 20% over a period of 3 years.

The tenant has two months to agree or disagree on the rent increase. If agreed, the new rent will take effect from the third calendar month following the delivery of the proposal for rent increase.

After carrying out building alterations that permanently improve the living conditions or bring energy or water savings, the landlord may agree with the tenants to increase the rent by up to 10% per year.





Services

The landlord must ensure the supply of heat, hot water, water, sewage disposal, municipal waste removal, lighting and cleaning of common areas, reception of radio and television broadcasts and the operation and cleaning of chimneys and elevators.

The tenant shall either pay for the cost of these services or provide advances for them.

In the event of changes in the prices of services, the landlord may unilaterally increase the payments.

Billing of Services

The landlord must account for the actual cost of the services and deliver a statement indicating such costs to the tenant within four months of the end of the billing period.

The billing must be clear and audible and must show the actual cost of the services, including any advances received.

Overpayments or underpayments shall be due within four months of the date of sending the bill.



Registration for Permanent Residence

The law does not allow the landlord from withholding its consent to the tenant to register the address of the rented space as the tenant's permanent residence. Even if it is explicitly stated in the contract that the tenant may not register their permanent residence at the address of the rented space, such a prohibition has no legal validity.

The landlord is entitled to include a stipulation in the contract pursuant to which the tenant must obtain the landlord's consent to allow another person to live in its household.

Only close persons (e.g. relatives, spouse) can move into the tenant's household without the landlord's consent.

If the tenant accepts a new member into their household, they must notify the landlord of the increase in the number of persons living there without undue delay. The tenant's failure to comply with this obligation within two months of the change, will be considered a serious breach of their obligations.

The landlord may require that the number of people living in the flat corresponds to the size of the flat and to hygiene standards.





Handover protocol

The date of handover of the apartment is usually specified in the lease agreement. Otherwise, the landlord shall make the apartment available on the first day of the month following the date on which the contract takes effect.

The handover protocol should include: a handover statement, a list of equipment/appliances, defects found, number of keys and status of measuring devices (water, gas, electricity, heat).

It is recommended that photographs be attached to document wear and tear, damage, or defects of the equipment/-facilities of the apartment.

Obligations of the Parties

The landlord must allow the tenant the undisturbed use of the apartment.

The tenant must use the apartment properly and with due care and observe the rules of conduct in the house and the landlord's instructions.

The tenant must immediately notify the landlord of any defects to be rectified by the landlord, and, if necessary, to rectify them without delay; otherwise the tenant shall be liable for the damage caused.





Repairs

The tenant shall only perform and pay for routine maintenance and minor repairs related to the use of the apartment. Minor repairs are repairs whose cost do not exceed CZK 100 per square meter of the floor area of the apartment per calendar year. For example, for a 60 m² apartment the maximum cost of minor repairs is CZK 6000 per year (60 m² × CZK 100).

The tenant must tolerate alterations, renovations or other changes to the apartment or house as long as they do not cause a decrease in the value of the home and can be carried out without major inconvenience to the tenant.

If the landlord agrees, the tenant may renovate, reconstruct or make other changes to the apartment or house.





Termination of the Lease

○ Agreement on the Termination of Lease :

The landlord and tenant may enter into an agreement to terminate the lease at any time. The agreement must be in writing.

○ Termination of Lease:

Generally, the notice of termination of a lease must be in writing and served to the other party. The notice period is three months and starts on the first day of the calendar month following the delivery of the notice to the other party.

○ Notice of Termination by the Tenant:

The tenant may terminate a lease for an indefinite period at any time without giving a reason.

A lease for a definite period of time may only be terminated if there is a change in circumstances that makes it impossible to reasonably continue the tenancy (e.g. change of employment)

The notice period is three months.





Termination of the Lease

○ Notice of termination by the landlord:

The landlord may only terminate the lease for reasons specified in the law (e.g., gross breach of obligations, intentional crime committed against the landlord, the household, the occupants of the house or other property in the house, for reasons of public interest, the landlord's need of the apartment for its own use and similarly serious reasons). The notice period is three months.

The landlord has the right to terminate the lease without notice period and to demand the immediate vacating of the apartment in the event of a particularly serious breach of obligations by the tenant (non-payment of rent and utilities for 3 months, damaging the apartment in a serious or irreparable way, causing serious damage or inconvenience to the landlord/neighbours, using the apartment for a purpose other than the agreed purpose).

The notice must contain the legal reason and a notice of the tenant's option to object and take legal action in court within two months of receiving the notice.



Return of the Apartment

The tenant shall surrender the apartment to the landlord on the day on which the lease ends.

The tenant must return the apartment in its original condition, taking into account normal wear and tear. The tenant must remove the alterations which they have agreed with the landlord to remove at the end of the tenancy. They must also remove any unagreed changes if the landlord requests that they remove at the end of the tenancy. They must also remove any unagreed changes if the landlord does not insist on keeping them.



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