

Legal standing of the lessor during the lease of an apartment which is used for housing needs

Abstract

The legal regulation of housing law has become increasingly important in recent years. The reason is that the number of people who satisfy their housing needs in rental housing is increasing. The cause of this phenomenon can be seen mainly in socio-economic, political and other reasons. The government is also interested in housing law issues. The government has made housing one of its main priorities in its programme statement. The thesis can be regarded as beneficial, because it deals with issues on which there is no unified opinion in the literature or jurisprudence.

The primary focus of the thesis is on the position of the lessor. The lessor is considered by the legislator to be the stronger party to the contract and therefore its position is weakened. For this reason, the position of the lessor is examined in more detail from the perspective of several different institutes that are influenced by housing law. The author attempts to conclude whether the current legislation is appropriately set or should undergo certain changes. The appropriateness of the changes is assessed by the author in the thesis itself. At the same time, the author proposes his own legislation to respond to the flaws he complains about.

The author defines two ways in which the legislator regulates the autonomy of the will of the parties to the lease contract. As an example, author presents problematic situations which he examines from the above perspective. The author tries to conclude whether autonomy of will or protection of the tenant as a weaker party prevails in these situations. It is further discussed whether the lessor can be considered as an entrepreneur and thus be subject to the entrepreneur-consumer protection provisions. The third part of the thesis deals with the insufficient and problematic legal regulation of the security and contractual penalty. In the last part of the thesis the author analyses the situation in which the tenant does not pay the rent and the possible ways in which the lessor can defend against such actions on the part of the tenant.

The author concludes from the above research that the current legislation on housing law can be considered to be overly restrictive. At the same time, the author shows in his thesis with concrete examples that less regulation does not necessarily mean a lower standard of protection of the rights of a fair tenant.

Keywords: housing law, standing of the lessor, lease contract