

This thesis presents to readers comprehensive civil adjustment of residential lease in the Czech Republic includes all important law changes to June 30 2010. This text is systematically composed of eleven chapters and these are divided into other subchapters. This paper has been created by consolidating statute, with help of many law publications and magazines, practice of the courts and special law web sites on internet. The whole range of this paper is one hundred and thirty-eight pages.

I have chosen this theme, because there are many Czech people in the role of the landlords and the tenants and I think it is important to devote the room to this live law relationship. The purpose of the study is to provides the complex view of the residential lease in the Czech Republic in respect of court decisions. The methodology, which I have chosen is analysis, induction, deduction, texts comparison, etc.

The text is an analysis of the residential lease as special legal relationship which takes special state protection. This special legal relationship is constructed by several obligatory components. The object of the residential lease is the flat. The Civil Code knows several forms of residential leases and flats which are able to be the object of residential lease. Another obligatory components are the mutual rights and obligations and the subjects of residential lease. These contract parties are the landlord and the tenant. Actually the position of the tenants is more protected by state in comparison with landlords. The reason is, that habitation is essentials social human need and the state is very interested in protection of his Citizens.

After 1995 the most important amendment in relation between landlord and tenant in the Civil Code was amendment no. 107/2006 Col., which contained two main parts¹. The first part contains regulated rent. Landlords have two possibilities how to

¹ The amendment no. 107/2006 Col., was cancelled by amendment no. 150/2009 Col.

raise the rent. First one is an agreement with tenant. The second one is unilateral expression of his will. Unilateral expression of will is new option, which is stipulated in the Civil Code since June 31 2006. Other important changes in touch with amendment no. 107/2006 Col. were in containing options to determinate residential lease by written landlord's notice. The Civil Code knows two groups of landlord's notices. Both are valid since June 31 2006 and first one contains five legal reasons when landlord can determinate the lease without court.. The second group is not so popular for landlords, because in these cases the approval by court is necessary for valid notice.

This thesis tries to show the new, just preparing Civil Code as well, which should perform significant changes not only in civil, but particularly in all privat law brunch of the Czech Republic, points out positive changes and warnst against negative ones.