

Abstract

Housing is one of the basic needs of everyone. If this need is not satisfied, one does not feel safe. In fact, one suffers in other respects, does not have privacy and is not able to engage in other activities. There are various ways how to realize the need of housing. Nevertheless, the biggest limiting factor is the financial situation of the person. Therefore, the vast majority of the population lives in a leased flat these days. The lessee is in the position of the weaker party regarding the contract. Therefore, the law provides a special legal protection for the lessee.

I decided to write a diploma thesis that would concern the housing law. It happened after passing optional subject called Housing law and I have gained valuable knowledge about legal issue of lease housing. Frankly, I was impressed by its dynamics and frequency. I chose a comparative topic thanks to my study abroad in Wrocław within the Erasmus programme. That programme provided me an access to Polish literature. Moreover, I had a great opportunity to consult the Polish law with lawyers teaching me at the University of Wrocław.

The main aim of my diploma thesis is to analyse the ways of the legal regulation of termination of flat lease in the Czech Republic and Poland. This corresponds to the structure of the thesis. The first chapter deals with the systematics of the regulation of termination of flat lease in both countries. It also focuses on the interpretation of basic terms related to the topic of my diploma thesis. The rest of chapters represent individual ways of the legal regulation of termination of flat lease. Most of the chapters are composed of three sub-chapters. They include the termination of flat lease according to Czech and Polish regulations and also the comparison of these regulations. It is possible to briefly sum up that the Polish law provides a special legal protection to the wider group of persons. Nevertheless, it can be hardly conclusively stated which regulation provides stronger protection for the lessee and which one provides wider possibilities for the lessor to cancel the obligation. It is simply because each regulation contains some provisions which definitively favour one of the party to the contract in comparison to the regulation of the second country. In fact, there are some ways of the termination of flat lease, which are more or less similar. The reason is that they are based on the same principles and same concept of obligation.

The sub-goal of this thesis is to evaluate crucial changes relating to the termination of flat lease. It should be stressed that those changes were brought by so-called the new Civil Code. I concluded that the currently effective Civil Code seeks to the balance positions of the parties to the contract in favour of the lessor.