

Abstract

This thesis deals with various methods of termination of the residential lease. At the beginning of the thesis is done a historical excursion, from the legal regulations of the termination of the lease according to the roman law, the ABGB, the protection of the lease after the establishment of the Czechoslovak republic, the Civil code of 1950 and the Civil code of 1964, until the amendment made after the year 1989. The next chapter analyses the legal regulations of the lease – the concept, the subject of the lease, the protection of the tenant and the rights and obligations follow from the termination of the lease. The first way how rental can also be terminated is the expiry of the term, after that follows the renewal of the lease, with which the expiry of the period closely related. The fifth chapter deals with the termination of the lease, which is the most extensively regulated in OZ and also is a frequent subject of lawsuits. Therefore I focus on the notice to quit in detail, in terms of both - the tenant and the landlord's perspective. While the death of the landlord does not affect the duration of the lease, the death of the tenant may terminate the lease, if there is no transfer of the lease and if tenant's heir is not known within six months of the tenant's death (§ 2284 Civil Code). The seventh chapter regulates the natural way of the demise of the obligation, it is by way of agreement between the parties of the contract. In the eighth and ninth chapters are amended the severance pay and the withdrawal as a way of the termination of the lease. The following chapters describe the further reasons of termination of the lease, which will be rather sporadic and these are the merger, the subsequent impossibility of performance and termination of the lease with/without consent of the court. In the thirteenth chapter are stated the specifics of the lease in a service flat, flat special-purpose, housing cooperative apartment and joint tenancy husbands. The last chapter is the comparison with the German legislation.

The basic of this thesis was to determine whether the legislation gives sufficient protection to tenants at the end of the tenancy and at the same time, if the owner of the apartment is not restricted in a manner which goes beyond what is necessary. The results of the findings are summarized in the summary.