

The Abstract

The aim of my diploma thesis was to describe the legal regulation of renting a house, which serves a renter to provide housing needs. Given the fact that renting a house is also under the protection of the rental housing from 1st January 2014, this is a topical topic.

The diploma thesis is divided into Introduction, Conclusion and five main chapters, which are further divided into subchapters. The thesis is based on legal regulations and, where necessary, supplemented by case law.

In the first chapter I deal with the historical development of rental housing from the period of the Roman Empire through the Middle Ages to the period of the force of the ABGB to the period after 1989.

At the beginning of the second chapter I explain the difference between rent and tenure, but the key topic is renting a house and its origination with emphasis on the creation of a house lease under a contract.

In the third chapter, I discuss rents, including detailed handling of rental issues, and other payments associated with renting a house, such as housekeeping and security.

The fourth chapter is the most extensive and consists of the rights and obligations of the lessee and the lessor arising from the rental relationship. These are, in particular, the most essential and fundamental rights and obligations in the subchapter entitled Rights and duties in the narrower sense, and then Other rights and obligations that the Civil Code provides in the case of the lease of a house.

Finally, the fifth chapter discusses the termination of the house lease. At the beginning of the chapter, I discuss the four reasons for the termination of the lease. These are the parties' agreement, the expiration of the time, and then the disappearance of the case and its inapplicability. However, the emphasis in this chapter lies on the cancellation of the lease by both the lessee and the lessor.

In my opinion, the explicit incorporation of the renting of a house as a separate institute into the Civil Code is a positive phenomenon. Given that renting a house and renting a flat in cases serving the tenant's housing needs are very similar, I believe that the parties of these institutes should have the same rights and obligations. Only the current Civil Code puts the lessee and the lessor on the same level regarding the rights and obligations.

