Abstract

The subject of this master thesis is analysis and assessment of effective legal regulation of the lease of business premises under Act. No. 89/2012 Coll., the Civil Code, as amended. Author's discourse is ordered into nine chapters in which related legal institutes are gathered.

In the first chapter the author defines aims of this master thesis and rationalizes the necessity of special legal regulation of the lease of business premises.

The second chapter of this master thesis contains a general discourse about lease in which the author outlines the system of the legal regulation and then defines the lease with its four defining elements which are the subject of the lease, relinquishment of the subject of the lease to the tenant for use, temporary character of the lease and the fact that the landlord relinquish the subject of the lease to the tenant for use against payment of the rent.

The third chapter is dedicated to interpretation of the term “business premises (in Czech “prostory sloužící k podnikání”) which has been incorporated to the Czech law by the recent re-codification of the substantive civil law. With respect to the abovementioned term the author describes the conceptual change of special legal regulation in which the legislator has abandoned the old term non-residential premises (in Czech: nebytové prostory) and has practically replaced it with term business premises.

In the fourth chapter the author outlines the constitution of the lease, i.e. the execution of the lease agreement, various ways of determination of the term of the lease, facultative registration of the lease to the public register which is in this case the land cadaster and determination of amount and payment method of the rent and payments of services provided to the leased premises.

In the fifth chapter of this master thesis the author outlines rights and obligations granted, respectively put on, the tenant. Tenant has the obligation to use the premises with due and managerial care, to perform the common maintenance, inform the landlord about discovered defects and right to change the premises and install signboards and similar signs on the premises, to sub-lease the premises to the third person and to transfer the lease to the third person in relation to the transfer of his business activities.

The sixth chapter contains a discourse about rights and obligations of the landlord which are the obligation to handover the premises to the tenant, to repair the premises, to secure undisturbed use of premises to the tenant and the right to perform the inspection of the premises.
In the seventh chapter the author describes consequences of the change of the landlord for the tenant.

In the eighth chapter the author describes particular ways of termination of the lease which are expiration of the term of the lease, termination by mutual agreement of parties, termination as the consequence of perishing of the premises, termination by termination notice, withdrawal, court's decision, uniting of rights and duties of the tenant and the landlord and death of the person, respectively dissolution of the legal person, who is the tenant. The author also outlines the compensation for the takeover of the client base and possibility of a renewal of the lease *ex lege*.

In the ninth and the last chapter of this master thesis the author summarizes his conclusions from previous chapters and assess the fulfillment of aims of this master thesis.