

Resumé

The topic of this diploma thesis is Rent and Other Payments for (Using of) Residential Space in the current Czech legal regulation and the subsequent comparison with the German and Slovak legislation. The introduction to rent in the Czech Republic, which includes a brief historical development, is followed by a detailed analysis of the provision on rent and other payments for (using of) residential space while a substantial part of the work is concerned with increases in rent. Moreover, the thesis contains an analysis of German and Slovak legislation on rent, focusing on the similarities and differences as compared to Czech legislation.

The current Czech Civil Code is based on the principle of private autonomy, but even it has its limits, that are obvious in leases for residential space legislation. The Civil Code contains a number of mandatory standards from which it is not possible to validly derogate to disadvantage of the lessee. However, these special provisions may be applied only in the case that the lease serves to satisfy the lessee's or his household members' housing needs.

One of the lessee's principal obligations is to pay the rent, which is negotiated as a fixed amount paid usually per month, but the parties are allowed to arrange another payment period. Furthermore, it is non-mandatory set out that the rent is paid monthly in advance to the fifth day of the payment period. The concept of lease involves transfer of value, so that if the parties to the contract did not negotiate the amount of rent, the lessee has to pay the reference rent customary in the locality on the date of conclusion of the contract. The concept of reference rent customary in the locality comes from the German Civil Code.

The Czech Civil Code provides for the possibility of both regular future changes in the amount of rent agreed by the parties to the contract, as well as unilateral increase by the lessor or an increase in rent due to construction work. The Czech legislator has been inspired by the German legislation, however, under German law, the lessor's proposal to an increase in rent can not exceed a reference rent customary in the locality by more than 20 %. In contrast, under Czech law, the lessor may propose an increase only to the amount of the reference rent customary in the locality, nevertheless the increased amount of rent can not exceed the original amount of rent by more than 20 %. A number of experts find the Czech provisions on increases in rent vague.

The Slovak legislation differs from the Czech Civil Code in the concept of rent in particular by not distinguishing between leasing and letting of immovable property. Specific

provisions on leases for residential space are, according to Slovak law, only applicable to lease of a room or a set of rooms which, according to the decision of the building authority, are intended for housing. In contrast the Czech legislation is based on the principle of real satisfying of housing needs.

At the end I handle the concept of Czech specific provisions on leases for residential space as norms to protect the lessee, but at the same time I draw attention to provisions in favor of the lessor, who may also be in a particular relationship the weaker contracting party. Furthermore, I point out both the formal and the material similarities and differences between the Czech, German and Slovak provisions on leases for residential space.