

Abstract

This thesis deals with residential lease, with the focus being placed on the issue of termination of the lease. The aim of the thesis is to analyze the current legal regulation, not only the most important and most used methods of termination of the residential lease, but also the ways that are less frequent. Another aim of the thesis is to identify problems arising in connection with the recodification of private law in the Czech Republic. The thesis draws from legislation, jurisprudence, professional literature and other relevant sources.

The thesis is divided into an introduction, thirteen chapters and a conclusion. The first part of the thesis focuses on historical development of the legislation regarding residential lease, from the times of Roman Empire until 31.12.2013. Following part of the thesis deals with the current statutory regulation of residential lease, its basic attributes and characteristics, and at the same time the institute of tenant's protection as a weaker contracting party is described. In the following parts of the thesis, the methods of terminating the residential lease are being described. Analysis varies from the less frequent methods, such as the merger of the tenant and the landlord, the end of the subject of the lease, or the payment of severance payments to the most frequent ones, such as the expiration of the lease period or the termination notice.

The main focus of the thesis is on the notice of termination of the residential lease. Firstly, a general description of the notice of termination is conducted and subsequently the tenant's notice and the landlord's notice are analyzed in detail. In the analysis of the tenant's notice of termination, the thesis deals with termination of lease for indefinite period, with termination of fixed-term period and with notice of termination without notice period. The thesis also describes the possibility of notice by the tenant's heir. In the analysis of the landlord's notice, the thesis deals with institutes characteristic for the tenant's protection as a weaker party, such as the tenant's objections to the notice, or the possibility for the tenant to bring the court's motion to review the validity of the landlord's notice. Subsequently, the thesis focuses on particular options of notice given by the landlord, whether with a three-month notice period, a two-month notice period or without notice period.

The conclusion summarizes the fulfillment of the goals stated in the introduction, as well as the problematic parts of the new legal regulation from the author's point of view. At the end of the thesis, the author also presents proposals *de lege ferenda*.

