

The substitution of parties to the legal relationship in relation to renting apartments

The contract of rental, the renting apartments, the landlord, the tenant

Executive Summary

The aim of the thesis is to describe the legal relationship aspects arising in relation to the substitution of parties to renting apartments, with the focus being on substitution initiated by the tenant. The key reason for choosing this topic is the author's personal experience with dealing with the issues that arose as a result of the transfer of rights and obligations pertaining to renting of an apartment of the author's acquaintance, his experience gained during the assistance at the civil proceedings held by district court for Prague 3, the fact that renting is currently an issue of great significance in the Czech law system, and also the increasing number of people living in rented apartments.

The thesis comprises ten chapters, each of them considering different aspects of the issues involved.

Having provided the background information to the reader in the introductory chapter, the first chapter considers the historical framework of renting apartments. The chapter explores the renting of apartments in accordance with Roman law throughout the Middle Ages up to the present Czech legal regulations, including the rental agreement aspects in place in the 1811-1918 period, during the period of the First Republic, and throughout the 1948-1989 period under Communist rule.

The second chapter is concerned with the legal aspects governing the relationship between the landlord and the tenant. The chapter in particular addresses the scope of the civil law applicable to renting, the origin of the rental relationship, the rights and obligations of the parties involved, the content and form of the renting relationship, the subletting, and the termination of renting, among other issues.

The third chapter describes the various kinds of renting relationships, in accordance with civil law, commercial code, and the law governing renting of non-residential premises.

The fourth chapter gives a brief summary of the aspects related to renting apartments. It deals with issues such as definitions of terms, the essentials of a rental contract, subletting of apartments, and termination of a rental contract.

In the fifth chapter, changes with regards to the parties to a contractual relationship are examined, in particular the general issues regarding contractual relationships.

The sixth chapter highlights the changes in relation to parties to legal relationships pertaining to renting apartments including changes to parties on the part of the tenant as well as the landlord.

The seventh chapter discusses changes on the part of the tenant “Inter Vivos”. The chapter looks at issues such as the changes to parties arising from the exchange of an apartment considering in particular the definition of terms, the rental contract essentials, the necessity of agreement by the landlord, and the cooperative apartment and its exchange. Furthermore, the chapter addresses changes occurring as a result of joint rental including changes pertaining to rent inception and its termination, as well as changes due to joint rental by spouses.

The eighth chapter outlines the changes on the part of the tenant “Mortis Causa”. It considers matters such as changes to parties in the course of renting an apartment by an individual including the transfer of rights and obligations in relation to renting other than cooperative apartments as well as referring to relevant case studies. The chapter also considers changes due to joint rental, in particular the changes pertaining to joint rent inception and its termination. Finally, changes resulting from joint rental by spouses are discussed concerning both existing marriage and divorce.

In the ninth chapter, registered partnership is addressed with the focus being on the definition of terms and the legal framework, and the relationship between renting apartments and registered partnerships.

The tenth chapter deals with the changes to parties in relation to other cases of renting apartments, outlining in detail renting residential premises intended for permanent living, rental and subletting of non-residential premises, and commercial rental of movable assets.

In conclusion, the most prominent issues are identified including the “As Should Be” (de lege ferenda) analysis, with the focus on the transfer of rights and obligations concerning renting apartment.