

ABSTRACT

The professional thesis at hand is dedicated to the institute of usufructuary lease, which, following a long period of absence, has been incorporated into the Civil Code, i.e., Act No. 89/2012 Coll. Usufructuary lease differs from the related institute of lease, *inter alia*, by the fact that it is, in its essence, not the mere transfer of the use of an item for temporary use, but also for its utilisation. Usufructuary lease is enacted in Sections 2332 to 2357 of Act No. 89/2012. Coll., the Civil Code. These provisions entail, apart from general ones, also the usufructuary lease of agricultural land and of an enterprise. Under Act No 513/1991 Coll., the Commercial Code, the latter was referred to as the lease of a business. Despite its differences, it has to be said that usufructuary lease and lease share some common traits. This is also the reason that the provisions on lease apply, *mutatis mutandi*, to the provisions of usufructuary lease, unless stated otherwise by a specific provision of the law.

The introduction of the thesis deals with the historical development of usufructuary lease, as well as with the necessity of a consistent distinction between lease and usufructuary lease. The following chapters analyse the contract on usufructuary lease, the subject matter of usufructuary lease, the consideration, the duration of usufructuary lease, the inventory and, last but not least, the different forms of termination of usufructuary lease. The last chapters are dedicated to two special forms of usufructuary lease, the usufructuary lease of an enterprise (including comparison to its predecessor, the lease of a business) and agricultural usufructuary lease. Since Czech legislation regarding usufructuary lease was significantly inspired by its German equivalent, each chapter also discusses German legislation regarding usufructuary lease.