

Leasing an apartment



Funded through ELA Translation Facility for Information



ombudsman
Public Defender of Rights



ombudsman for children
Defender of Children's Rights

Let's take a look at the basic rules of leasing an apartment, rent increases, termination of tenancy and transfer of tenancy. We will explain how you can defend yourself and who will help you.

Sometimes we refer to the provisions of the Civil Code (Act No 89/2012 Coll.). You can find the latest version on the [Laws for People](#) website.

The Ombudsman's leaflets can be found at www.ochrance.cz under [Advice on how to cope with difficult life situations](#).



Does the lease agreement have to be in writing? [§ 2237]

Yes, but if you have made a verbal agreement, the **landlord cannot challenge the validity** of that agreement on the basis of failure to comply with the written form. Tenants can claim that the contract is invalid, but only until they move in.



Do the leased premises have to have an occupancy permit for housing? [§ 2236]

No, they do not. The landlord may agree with the tenant to lease non-residential premises. They will still be subject to the rules governing the lease of residential premises. The landlord cannot challenge the validity of the agreement. If the premises are not legally fit for moving in and occupancy, the tenant can terminate the lease immediately under § 2232.



Can a relative or friend move in with me? [§ 2272]

Without the landlord's consent, **close relatives** (relatives in the direct line, a sibling, spouse or registered partner and people in a similar relationship whose harm you would feel as your own harm; § 22) can move in with you. For **other** people, the landlord can stipulate in the lease agreement that you need their **consent** for them to move in.

However, the landlord may require the number of people in the apartment to correspond to the **size of the apartment** and not interfere with the proper use of the apartment and sanitary conditions. Otherwise, they **may prohibit you from moving in another** member of your household.



Can the tenant terminate the lease?

Yes. An **indefinite term** lease may be terminated for any reason, even without giving any reason [§ 2231].

A **definite term** lease may be terminated by the tenant if the circumstances under which they signed the agreement change in such a way that they cannot reasonably be required to continue the lease [§ 2287].

In both cases, the notice period is three months, starting from the first day of the calendar month following receipt of the notice of termination.

The tenant may also give **immediate notice** (no notice period) if the landlord is in particularly serious breach of their obligations or the apartment becomes unusable [§ 2266, 2268, 2227 and 2232].



When and how can the landlord terminate the lease? [§ 2288]

The **landlord** may terminate a **definite or indefinite term lease** with **three months' notice** if:

- the tenant **grossly fails to comply with their obligations** under the lease,
- the tenant is **convicted of an intentional crime** committed against the landlord, a member of the tenant's household or a person residing in the building, or against someone else's property in the building,
- the apartment has to be vacated because, for reasons of public interest, the apartment or building must be dealt with in a way that means the **apartment cannot be used**, or
- there are **other equally serious grounds** for termination of the lease.

An **indefinite term lease** may be terminated by the landlord with **three months' notice**, even if:

- **the apartment is going to be used by the landlord or their spouse**, when either of them intends to leave the family household after filing a petition for divorce, or if the marriage has already been dissolved,
- the landlord needs an apartment for their **relative** or for their spouse's relative in the direct line or secondary line in the second degree (brother/sister).

Notice must be given **in writing** and must **reach the other party**. The notice period starts from the first day of the calendar month following receipt of the termination notice.

It must contain the **reason for termination**, otherwise it is invalid or considered to be non-existent.

The landlord must instruct the tenant of the **right** to object to the termination notice and, in particular, of the **right to petition the court for a review of the validity of the termination notice** within two months of receipt of the notice. If they fail to do so, the termination is **invalid**.



Can the landlord give me an immediate notice of termination? [§ 2291]

The landlord can give **notice of termination without a notice period** and ask the tenant to **move out** with one month's notice if the tenant breaches their obligations in a particularly serious way (not paying rent for three months, damaging the apartment or building, etc.). **Before doing so, however, the landlord must ask** the tenant to cease their actions or to rectify the unlawful situation.

If termination was **not preceded by a formal notice letter** or the notice of termination **does not state the reason** for termination, the notice will be **disregarded** and considered to be non-existent.



Can I / do I have to contest the termination? [§ 2290]

Yes, you can petition the court to review whether the termination is justified (reasonable) within two months of receipt of the notice. The court must receive the claim within the deadline; it is not enough only to send it before then.

If you do not file a **claim**, **you cannot later challenge the fulfilment of the alleged reason for termination** (the termination will be valid). Therefore, do not wait until the landlord files an action for eviction, because then it will be too late.

However, you do not have to file the claim within this deadline if the termination is invalid or considered to be non-existent (if it was not in writing, did not contain the reason for termination or information about the lawsuit). The court will also recognise these defects in an action for eviction, which the landlord must file if the tenant fails to move out.



Do I have to pay rent during court proceedings for unjustified termination?

Yes. And you must meet your other obligations under the lease (pay utility bills, etc.).



How is the amount of rent determined? Can the landlord increase the rent? [from § 2246]

The rent amount is agreed on between the landlord and the tenant. They may also agree on annual increases.

If they **have not agreed on** or expressly precluded an increase, the **landlord may propose an increase** in the rent up to the amount of comparable rent that is customary in the place concerned. They can do so no earlier than 12 months after the last increase and the increase over three years cannot exceed 20%.

If the **tenant agrees to the increase**, the tenant will notify the landlord in writing (within two months) and will begin paying the newly set rent starting from the third calendar month after the proposal is received.

If the tenant does not give confirm within two months **that they agree**, the landlord may, within a further three months at the latest, file a **court action to determine the rent** up to the amount which is customary in the place concerned and time from the moment the action is filed.



Can the landlord increase the rent after building alterations? [§ 2250]

If the alterations improve the housing conditions, they may increase the rent **by 10% of the effectively incurred costs per year**, provided that this is **agreed** with at least two thirds of the tenants.

Without an agreement, they can increase **the rent by 3.5% of the effectively incurred costs per year**.



I pay advance charges for utilities. Can I examine the bills for these?

The tenant must pay advance charges for utilities unless otherwise agreed with the landlord, for example **payment of a lump sum** for utilities for which detailed bills will be provided.

Otherwise, the landlord must **bill the advance charges within four months** from the end of the billing period and, if the tenant requests it, **must let the tenant view** the bills (to prove the cost of services) and let the tenant make copies of the documents within five months. Any arrears or overpayments are payable as agreed, no later than four months after receipt of the bill.

For details, see the leaflet [Billing of charges](#).



What is a security deposit? How much is it? How is it refunded? [§ 2254]

When concluding the lease agreement, it may be agreed that the tenant gives the landlord **a cash security deposit** to cover the rent and fulfil other obligations. The amount must not exceed **three times the monthly rent**.

Upon termination of the lease, the landlord **will refund the security deposit** to the tenant, minus any sums owed. The tenant is entitled to **interest** on the security deposit of at least the statutory rate, from the date on which it is paid. However, the law does not stipulate the rate. Although CNB statistics on interest rates on bank loans provided to households can be used, it is better to agree on a fixed annual interest rate. The agreement cannot exclude the tenant's right to interest or stipulate a symbolic (lesser amount of) interest.



Can a tenant sublet an apartment? [§ 2274 to 2278]

If the tenant **still lives** in the apartment, they may sublet **part of the apartment even without the landlord's consent**. They must inform the landlord that the number of people in the apartment has increased.

If the tenant **does not live in the apartment** or wants to sublet **the entire apartment**, they need **written consent** from the landlord.

The landlord has no legal relationship with the subtenant. Subletting ends with the lease.



Prolonged absence of the tenant from the apartment [§ 2269]

If the tenant knows they will be absent from the apartment **for more than two months** and that the apartment will be **difficult to access** during that time, they must notify the landlord in a timely manner and name a person who will make the apartment accessible if necessary. If they fail to do so, the landlord can enter the apartment if necessary.

Death of the tenant – transfer of lease? [§ 2279 to 2284]

When a tenant dies, the **lease passes** to those who lived in the same household with them, unless they have their own apartment. The lease will be transferred to a person other than a spouse, partner, parent, sibling, son-in-law, daughter-in-law, child or grandchild only with express consent from the landlord.

Such leases **shall expire no later than two years after the transfer**, except in the case of tenants over 70 years of age. In the case of tenants under the age of 18 (at the time of transfer), the lease ends on their 20th birthday, unless they agree otherwise with the landlord.

The person to whom the lease was transferred may terminate the **lease immediately** by giving written notice to the landlord no later than **one month after the death of the tenant**.



Am I eligible to receive any benefits towards the cost of housing?

Yes. See the [Housing allowance](#) and [Housing supplement](#) leaflets for details.



Can the Ombudsman help me with my lease problems?

No, unless it is a matter of discrimination. They cannot intervene even if the apartment is rented out by the municipality. Such private law disputes are for the court alone to decide.

See the [Ombudsman](#), [Municipalities](#), [Courts](#) and [Discrimination](#) leaflets for details.



So who can help me?

If you do not reach an agreement, you will have to **go to court**. Legal counsel or representation in court, if applicable, is provided by a **lawyer**. You can also get basic information at the **citizens advice bureau** or at the **Czech Republic Tenants Association advice centre** in the region. For more information, see the [Legal Aid](#) and [Citizens Advice Centres](#) leaflets.