

## Subtenancy, Hostels and Non-residential Premises

### Sub-tenancy

Sub-tenancy is a temporary accommodation in a flat, which somebody else rents and does not need at that moment. It is possible to sub-rent the whole of a flat or just its part.

The flat tenant, who wishes to sublet the flat or its part, must have the written approval of the owner of the flat. If the owner of the flat does not give his approval, the contract of sublease will be invalid.

Subletting a co-operative flat is regulated by the rules of individual co-operatives (in compliance with the text of the rules, it is possible that the approval of the co-operative will not be required).

**The sublease contract** should be concluded in writing for the sake of clarity and certainty. The payment for sub-tenancy is entirely by agreement of the sub-tenant and the tenant. It normally includes all fees in connection with housing. The sublease contract may be concluded for a definite period of time or without a time restriction. The contract regulates the terms and conditions of the sub-tenancy termination. If these terms and conditions are not stipulated in the contract, it is possible to give notice to quit without stating a reason with a notice period of **three months**. The contract of sublease concluded for a definite period of time shall cease by the expiration of this period. The contract of sublease will also cease at the point when the occupational lease, which the sub-tenancy is tied to, is terminated.

Landlords, i.e. municipalities and private owners of blocks of flats, often perceive subletting flats and their parts as unjustified enrichment of the tenant, particularly if it concerns a flat with controlled rent. Therefore, the landlord will not give his approval to the sub-tenancy. That is why you may be offered sub-tenancy without the landlord giving his approval. **However, in such an event, the contract of sublease will not be valid and your using the flat or its part does not enjoy any legal protection.**

Sub-tenancy of a flat is regulated by Section 719 of the Civil Code. Legal regulations of sub-tenancy are very brief and therefore it is necessary to clearly provide for all details, terms and conditions of sub-tenancy in the sublease contract.

### Hostels

In the Czech Republic there are two types of hostels, which are governed by different provisions of the Civil Code.

- ◆ hostels denoted as **facilities intended for permanent housing**. In these hostels, renting commences by concluding an occupational lease. These facilities are spoken about in Sections 717 – 718 of the Civil Code and the rent in these premises is governed by the Price Notification of the Ministry of Finance No.1/2002. You may report this address as your place of residence. However, hostels like these are hard to find.
- ◆ **hostels used for temporary accommodation**. This type of hostel is much more common. Here, you conclude a contract of accommodation with a statutory representative of the hostel.

The contract of accommodation is governed by Sections 754 - 759 of the Civil Code. Actual terms and conditions and payments for the accommodation are stipulated in the contract of accommodation. Furthermore, in each hostel the so-called House Rules, which must be observed, are in force. In the event of a gross violation of the House Rules or upon failing to meet payments on time, the accommodation may be terminated immediately. The House Rules set the conditions, under which the accommodation is provided (e.g. concerning visits, pets, living with children and families), and the rights and obligations for using common premises of the hostel and co-existence with other accommodated persons. Living in hostels can be on a variety of levels. Somewhere you may rent the entire room, somewhere else only a bed in a room, which you share with other people. In this case each person has a separate contract concluded. Hostels are equipped with furniture and bedding and there is the possibility of cooking in a shared kitchen.

**Information about hostels** is not officially gathered anywhere. You may get some information in certain estate agencies, the telephone directory, town authorities or in information centres, which operate in some towns.

### **Living in Places which Are not Intended for Habitation**

When looking for a . at to rent, you may be offered a place, which is physically suitable for habitation, but officially is not intended for habitation. This can include **nonresidential premises** (an of. ce, shop, workshop) or **recreational facilities** (a cottage). Determination of the character of each construction is dependent on the plan and the approval of a building for use – i.e. the decision of the Building Control Department.

Should you wish to live in such a place, you will have to enter into a written contract with the owner of the building. **However, this contract will not be a contract of renting a flat but a contract of non-residential premises lease** (Act No. 116/1990 of the Collection of Laws, on Lease and Sublease of Non-residential Premises) **or a contract of renting a cottage** (Section 663 of the Civil Code).

**Legal protection for this kind of contract is lesser than it is for a contract of renting a flat.** For example, no regulations concerning the rent apply in this case and termination of the lease by a notice of termination on the part of the owner is much simpler. **Another disadvantage of this accommodation is the fact that your contract will not be recognised by the authorities as proof of accommodation** (e.g. Alien Police Department, State Social Security Department).

Another thing that may happen is that the owner concludes a contract of renting a flat with you, although the place is not officially a flat. **In such a case, the occupational lease is not valid.** If you have any doubts about whether the place on offer is really intended for habitation, ask the owner to show you the decision on the approval of the building for use.