

POLAND

Organisation: Polskiego Zrzeszenia Lokatorów, PZL, Polish Tenant Association

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Tenure structure, in % of total stock (Year?)

Owner occupied housing: 75%

Rental housing: 25%

(i) social rental: 7 %

(ii) private rental: 15%

(iii) others: 3%

Initial rent – is it free or regulated?

The initial rent is free to negotiate between tenant and landlord, and tenants cannot challenge the initial rent.

How often can the landlord increase the rent?

Once every 6 months, in written. If the tenant demands, then the landlord is obliged to present calculation and reasons of rent increase.

There are generally no limitations to increases, but the court can repeal raise if the rent exceeds “reasonable profit”. Landlords can also increase the rent because of increased maintenance costs.

Challenge rent increases?

Tenants can challenge increases at any time, with the court, if he/she considers the rent unreasonable. There are costs for the court proceedings.

Duration of lease

A. Leases unlimited in time give the tenant more or less permanent security of tenure.

Landlord can only terminate the lease, because of :

- Very severe breaches of the tenant’s duties,
- absence of the tenant from the apartment for more than 12 months;
- ‘Important reasons’ such as that the apartment has become indispensable to the landlord for family reasons, and is not necessary to the tenant;

B. Lease limited in time can be concluded for any specified period, except that once a contract has been in operation for ten years; it transforms itself into as contract unlimited in time

Usually, the minimum period is from 6 months to one year.

Tenancy contracts for a period in excess of one year must be in writing (Civil Code Art 660) or else they become contracts of unlimited duration.

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Notice period

The parties can freely decide on the time limit within which a notice of termination must be given.

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For landlord: 3 months

But — the contracts concerning dwellings (with unlimited duration) can be terminated only on the basis of particular purposes – like: -rent debts exceed two months or landlord wants to use the dwelling for his own use (the termination period – 3 years).

Security deposit

1 month – 6 months

Return of deposit -a problem?

After rent agreement is finished.

The deposit to be repaid to the tenant is based on a multiple, not on the amount of rent stipulated in the contract, but on the amount of rent at the time of termination. So if the rent remains the same throughout the contract, the tenant will be given back precisely what he paid in deposit.

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8. Other - information that you would like to add.