Example 2.1.8- Rental agreement (Slovakia)

*Note: This is a real example of a rental agreement used in Slovakia as part of their rental programme in the Ukraine 2022 response. It is specific to the Slovakia context, informed by the specific national laws and regulations, so should not be reused directly.*

***Landlord :***

Name and Surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID type and number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account number (IBAN): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as **the "*Lessor*"**

and

***Tenant:***

Name and Surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID type and number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account number (IBAN): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as **the "*Lessee*"**

*have agreed to enter into this lease agreement (hereinafter referred to as the "Agreement"):*

**Article I – Subject of rental**

1. The lessor leases to the lessee for use:
	1. \_\_\_-room apartment with a total area of \_\_\_\_m², located on the \_\_ floor on the street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Residential House"), entrance \_\_\_, building number \_\_\_\_\_\_\_\_, LV No. \_\_\_\_\_\_\_\_, district \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, municipality \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, cadastral territory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	2. co-ownership share in the common parts and common facilities of the apartment building belonging to the apartment referred to in point a).
	3. co-ownership share in the land belonging to the apartment referred to in point a) (hereinafter referred to as the "Housing unit").
2. The lessor leases the housing unit to the lessee exclusively for the purpose of housing, for the purposes of temporary housing for a maximum of \_\_\_ person(s). The lessee undertakes to use the housing unit in accordance with the agreed purpose of housing. Violation of this provision is considered a material breach of the contract and gives the lessor the right to withdraw from the contract immediately. The housing unit will be used by the following person: name and surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article II – Description of the Apartment**

1. The housing unit consists of \_\_\_\_ rooms and accessories as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. The total floor area of the unit (excluding the balcony area) is \_\_\_\_\_\_\_\_\_\_ m2 .

3. The unit includes its interior furnishings and equipment:

* 1. Equipment:

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| • water, sewer and electrical connections - without defects, • plastic windows with internal blinds - without defects, glass fillings without defects • walls and plaster - plaster with cracks in the kitchen above the window and in the room at the back parts on the ceiling. • interior doors, total of 2 pcs, without defects, glass panels without defects, 1 pc door on the apartment core - without defects • entrance fire doors with safety lock - without defects • white enamelled bath tub - without defects with small scratches • sink swivel white - without defects and without scratches • Ceramic toilet - without defects |
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* 1. Furnishing :

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| • wooden pelmets 2pcs + curtains - without defects • electric cooker GORENIE - without defects • microwave oven GORENIE - without defects • automatic washing machine EUROTECH - without defects • hood -, • kitchen 1,2m grey + enamel sink - age-appropriate condition, no defects. • carpet brown-beige living room - new • TV BLAUPUNKT • divan with storage space - without mechanical and functional defects, mattress slightly overweight PAGE -3/8- Signature of the parties involved: ........................................................... / ............................................................... • corner sofa set brown folding + stool - without defects PAGE -4/8- Signature of the parties involved: ........................................................... / ............................................................... • brown sector furniture (set OSLAVA) in number of 10 cabinets - without defects • kitchen round table white + 4 pcs white chairs with brown upholstered seat, kitchen - without defects • lever faucets 2pcs - without defects. • Stand lamp 1pc + energy saving fluorescent lamp - without defects • table lamp 1 pcs + energy-saving fluorescent lamp - without defects • hanging shelves 2 pcs (kitchen, room) - without defects • desk brown small, room - without defects • leather armchair - worn • swivel chair with backrest blue cover, room - no defects • flower stand glass round shelves, room - without defects • coffee table wooden structure with glass top, room - no defects • hall cupboard brown with mirror - slightly worn • plastic garden chairs - 2 pcs, plastic table, balcony. |
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* 1. Meter readings:

Water:

Gas:

Electricity:

The technical condition of the housing unit is good, adequate and ready to use.

**Article III – Hiring Time**

1. The parties agree that the lessor leases the housing unit in its entirety to the lessee for a minimum of six months / for a fixed period of time, from \_\_\_\_/\_\_\_\_/\_\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_\_. After the expiry of the agreed lease period, the parties may agree on its extension, for a maximum period of \_\_\_\_\_\_ year(s).

**Article IV – Rent and Services**

1. The rent for the use of the housing unit is agreed by the parties in the amount of \_\_\_\_\_\_\_ EURO per month (in words two hundred and ninety euros).
2. The charges for the services provided with the use of the apartment and its accessories, which are central heating, hot and cold water, electricity, garbage and other charges (hereinafter referred to as "charges") are included in the rent.
3. The parties agree that the Lessee shall pay the Lessor rent and charges on a monthly basis. The rent is payable monthly in advance, no later than on the 25th day of the month in question. The first month of rent with a security deposit shall be deposited by bank draft [a form of cheque issued by a bank which can not be cancelled] in the hands of the lessor on the day of the acceptance of the subject of the lease. The following monthly rent will be paid by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and thereafter in monthly instalments on the 25th of each month.
4. **The lessor is not entitled to unilaterally change the rental amount.** The amount of payments changes depending on the change in the prices of the supplied services associated with the use of the apartment.
5. In the event that the lessee fails to pay the rent including the monthly advance payment for the services provided with the use of the apartment within 15 days after their due date, he is obliged to pay the lessor a late fee of 0.05% of the amount due for each day of delay until full payment.
6. The Lessor and the Lessee agree that any overpayments or arrears from the rent invoice on the date of acceptance of the subject of the lease will be paid by the Lessor and any overpayments or arrears after the date of acceptance of the subject of the lease will be paid by the Lessee.
7. The Lessor undertakes to hand over the keys specified in the acceptance protocol to the lessee no later than on the day of handing over the subject of the lease.

**Article V – Security deposit**

1. The Parties agree that the Lessee shall deposit by bank draft in the hands of the Lessor a cash security in the amount of \_\_\_\_\_\_\_\_\_€, (in words \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), (hereinafter referred to as the "Security").
2. The security deposit serves to secure any claims of the lessor against the lessee due to non-payment of rent or payments, due to damage caused to the apartment or its equipment or in connection with other claims related to the use of the apartment.
3. Upon termination of the lease, the lessor is obliged to return the unused part of the security deposit to the lessee no later than within one month from the date when the lessee has vacated the apartment and settled all claims related to the lease relationship with the lessor.

**Article VI - Declaration of the Contracting Parties**

1. The Lessor leaves the subject of the lease to the Lessee in a condition suitable for the agreed use. The Lessee declares that the condition of the subject of the lease at the time of its transfer for use is well known to him, as he was personally acquainted with it before signing this contract.
2. The Lessor declares that he is not aware of any defects in the subject of the lease, which he should have brought to the attention of the Lessee prior to the conclusion of this contract, except for the defects described in the acceptance protocol.
3. The Lessee declares that he/she is aware of the fact that this contract is concluded in accordance with Act No. 98/2014 Coll. on short-term rental of flats (hereinafter also referred to as "the Act").
4. The lessor acknowledges that in accordance with § 49a (2) of Act No. 595/2003 Coll. on income tax as amended, has a registration obligation towards the tax administrator in connection with the conclusion of this contract. The Lessor is obliged to prove to the Lessees upon request that this registration obligation has been fulfilled.

**Article VII – Rights ad Obligations of the Lessee**

1. The lessee is obliged to act during the entire period of the lease in such a way as to avoid damage to the subject of the lease. In the event of a breach of this obligation, the lessee shall be liable for the damage incurred.
2. The Lessee undertakes not to make any construction changes in the subject of the lease without the consent of the Lessor.
3. The Lessee undertakes that all minor modifications in the subject of the lease related to its use and the usual maintenance work in the subject of the lease shall be provided by the Lessee at his own expense.
4. The lessee is not entitled to sublease the subject of the lease to a third party.
5. The Lessee undertakes to keep the subject of the lease in order and to behave in accordance with good manners and the principles of good neighbourliness.
6. In the event of termination of the lease term, the lessee is obliged to return the subject of the lease in the condition in which it was taken over, taking into account the usual wear and tear of the apartment and the equipment in the apartment according to the acceptance protocol drawn up when taking over the subject of the lease.
7. Changes in the subject of the lease, which the lessee has made with the consent of the lessor, is not obliged to restore the lease to its original state after the end of the lease period. The Lessee shall not be entitled to compensation for the costs associated with such changes.
8. The lessee is obliged to observe the prohibition of smoking in the entire leased premises.
9. The Lessee shall without undue delay notify the Lessor of the need for repairs to which the Lessor is obligated and shall allow such repairs and other necessary repairs to be made, otherwise the Lessee shall be liable for damages resulting from the failure to comply with this obligation.

**Article VIII – The Lessor’s Rights and Obligations**

1. The lessor is entitled to enter the apartment in order to check whether the lessee is using it in the agreed manner, but only in the presence of the lessee after prior agreement. In the event of imminent damage, the lessor is entitled to enter the apartment in order to carry out the measures necessary to prevent it or reduce its consequences.
2. The parties shall draw up a written acceptance protocol on the handover and acceptance of the subject of the lease and the equipment of the apartment, which shall be attached to this contract as Annex No. 1.
3. The Lessor undertakes to ensure the Lessee's full and undisturbed exercise of the rights associated with the use of the subject of the lease.

**Article IX – Termination of Lease**

1. The lease will be terminated:
	1. At the expiry date for which it was agreed;
	2. By written agreement between the lessor and the lessee and with a notice period of \_\_\_ month(s);
	3. By written notice by either party under the terms and conditions set forth in this contract, with termination becoming effective \_\_\_\_month(s) following the date of notice.
2. The lessor may terminate this agreement before the expiry of the agreed period for the following reasons:
	1. the lessee damages the apartment or its furnishings or common parts, common facilities of the house or otherwise grossly violates good manners or house rules in the house in which the apartment is located, despite a previous written warning from the lessor;
	2. the lessee has failed to pay rent or charges properly and on time for more than two months;
	3. the lessee has not supplemented the security deposit to the original amount despite the lessor's written request;
	4. the lessee uses the subject of the lease contrary to the agreed purpose;
	5. lessorthe lessee has sublet the apartment or part of it to a third party in violation of this agreement.
3. The lessee may terminate the lease before the expiry of the agreed term for the following reasons:
4. the subject of the lease is not fit for the agreed use and this fact was not caused by the fault of the lessee;
5. his or her employment, service, civil service, or other similar relationship has been terminated;
6. he / she has become entitled to social housing under a special regulation.
7. If written notice has been given, the tenancy will end on expiry of the notice period. The notice period shall begin on the day following the day on which the notice is served on the other party. The notice period shall be one month. In the event of termination of employment for the reasons referred to in points 2(a) and (b) or 3(a) of this Article of the contract is fifteen days' notice.
8. If the lessee repeatedly violates the obligations, the violation of which would otherwise give the lessor the right to terminate the lease by notice, the lessor is entitled to withdraw from the contract. The lessee is entitled to withdraw from the contract if the subject of the lease is not fit for the agreed use.

**Article X – Exploitation of the subject of lease**

1. In the event of termination of the lease, the lessee is obliged to vacate the subject of the lease at its own expense and to hand it over to the lessor in a condition corresponding to normal wear and tear, unless the parties agree otherwise in writing on the date of termination of the lease.
2. If the lessee does not empty the subject of the lease or does not hand over to the lessor within five calendar days following the end of the lease, the lessor is entitled to seize the movable things of the lessee located in the subject of the lease, except for things that are excluded from execution, for the purpose of securing claims under Article V, point 2. of this contract. The lessor shall be entitled to retain the lessee's movable property located in the leased premises only if the unconsumed part of the security deposit is insufficient to satisfy the claims under Article V(2) of this contract.

**Article XI – Final Provisions**

This Agreement shall enter into force and effect on the date of its signing by both parties.

The rights and obligations of the contracting parties, which are not regulated by this contract, are governed by the provisions of Act No. 98/2014 Coll. on short-term rental of flats, Act No. 40/1964 Coll. of the Civil Code and other generally binding legal regulations in their valid wording. The change of this contract is possible only in the form of written additions. This contract is drawn up in two copies, one of which is intended for the lessees, one for the lessor.

The parties declare that they have read this contract, understand its contents and that the contract corresponds to their true and free will, in token of which they sign it.

Done in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **The Lessor**  | **The Lessee** |
| Name:  | Name:  |
| ID: | ID: |
| Signature: | Signature: |
| Date: | Date: |