

SIGNING THE TENANCY AGREEMENT AND OTHER RELEVANT AGREEMENTS

Lease of the flat

Lease of the flat is not an easy question in terms of general and universal guidelines and recommendations to be observed in order to avoid fraud and problems during usage of the flat.

Reviewing the tenancy agreement

The most important and the most difficult thing at the same time is to read carefully read the agreement before signing . it may happen that the landlords who are aware of language barriers can attempt to include provisions which are disadvantageous or incomprehensible for foreigners. At the same time, also without landlord's ill will, the provisions of the agreement may be sometimes surprising for a tenant. Unawareness of the provisions may also cause unnecessary problems.

Landlord and a flat

Primarily it is worth to check if the landlord owns the flat or has the right to rent it. It is advised to include a relevant statement which confirms the right in the agreement. These will help to avoid a situation when the owner of the flat or other person who has the right to it requires to leave it immediately.

Attention should be paid to the subject of the lease – it should be determined whether the whole flat is being rented or a part of it (a room), if the cellar, storage locker, parking space belong to it.

Rent for a lease

The agreement should clearly define the rent and relevant provisions governing rule of payments independent from the landlord such as for electricity, water, gas, telephone, TV, benefits for a housing community or cooperative (*wspólnota mieszkaniowa / spółdzielnia mieszkaniowa*) as well as how it should be paid – by landlord or tenant. The tenant should pay attention to the deadline of the payment as well as to the stipulated default interest. The method of rent payment is also very important. One of the most safe methods is bank transfer to the bank account given by the landlord. It gives certainty and a possibility to prove the payment by print from the banking system. Possibly, in case of payment in cash, it is worth to make sure that the landlord issues the cash receipt.

DEPOSIT

The rent is connected with a deposit collected by a landlord. The deposit constitutes security in case of rent arrears or in the event of damage caused by a tenant. Therefore, while signing the agreement it is worth to note all damages found in the flat (damages of the floor, furniture, equipment), include their description in an attachment to the agreement or enclose their pictures in order to avoid an accusations of causing the damages which actually existed already as of the date of signing the agreement. It has to be underlined that the tenant should not bear the costs of standard usage of a flat and equipment, adequate to duration of use, unless otherwise specified. Thus, the deposit shall be returned at the end of the lease provided there was no rent arrears or damage. This provision should be specified in the agreement.

Time of the lease

Having in mind the most important provisions of the agreement the tenant should be also aware of the duration of the contract, whether and on what conditions it can be prolonged or terminated as well as of the period of notice. This will prevent finding themselves without accommodation or paying rent for a few months after moving out.

A tenancy agreement can be concluded either for a fixed-term (running for a set period of time) or indefinite period. The agreement should specify the rules and the notice period – for both tenant and the landlord (the agreement can be always terminated by mutual agreement on the agreed terms) as well as the rules of denunciation of the amount of the rent intended by the landlord (a base on which the landlord can increase the rent).