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TENLAW: Tenancy Law and Housing Policy in Multi-level Europe

Tenant's Rights Brochure for

ESTONIA

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Tenants' Rights Brochure

Summary of Contents

1. Introductory information	2
2. Looking for a place to live	6
2.1. Rights of Prospective Tenants.....	6
2.2. The Rental Agreement	8
3. During the Tenancy	14
3.1. Tenant's Rights.....	14
3.2. Landlord's Rights.....	17
4. Ending the Tenancy	19
4.1. Termination by the Tenant.....	19
4.2. Termination by the Landlord	20
4.3. Return of the Deposit	22
4.4. Adjudication of Disputes	22
5. Additional Information	23

1. Introductory information

- *Brief introduction to the national rental market*
 - *Current supply and demand situation*

According to Population and Housing Census 2011 (PHC 2011) there were 649 746 conventional dwellings for 599,832 households in Estonia in 2011. Estonian housing market is characterized by a high rate of private ownership of the housing stock (97%) and high rate of owner-occupation: 80% of the households live in dwellings that they own. According to PHC 2011, the share of owner-occupied dwellings amount to about 82% of the non-vacant conventional dwellings (EU-average being ca. 71%). The rest is divided between municipal (social) rental housing (1,7%) and private rental market (ca 15%).

In Estonia, relatively high share of population (65%) live in flats (EU-average ca 41%). The average floor area of dwellings per inhabitants had increased from 24 m² in 2000 to 30.5 m² by 2011. The number of dwellings counts for 502 dwellings per 1000 inhabitants.

The total share of unoccupied dwellings (without permanent residents) in Estonia is 14% (in Tallinn 9%, in urban areas 11%, rural areas 21%). There is an especially great oversupply of dwellings in rural areas. However, the figure on unoccupied dwellings does not reflect the housing supply available for new occupancy, since part of the units (approx. 25%) are occupied for secondary use which is not well reflected in statistics. The situation of housing demand and supply varies between regions and municipalities. There is especially high pressure on the housing market in the two largest cities Tallinn (capital city) and Tartu (second biggest city in Estonia). Only Tallinn urban region can be considered as a growth centre in Estonia.

As at 1 January 2013, the population of Estonia was 1,320,000. The population of Estonia is expected to decrease by 125,000 in the next roughly 30 years due to negative natural growth and negative net migration. Thus, the projected population of Estonia in 2040 will be 1,195,000. Since 2000, the share of one-member households has grown significantly (from 33.5% to 39.9% in 2011). Due to the trend towards smaller households (size of the average household decrease from 2,33 in 2000 members to 2,13 members in 2011), the number of households decrease relatively less than the size of the population.

Rental dwelling stock mostly (95%) consist of flats in apartment buildings. On average, such flat has floor area of 24,4 m² and 1,09 rooms per inhabitant. As of January 2014, the average monthly rent excluding utilities was about 8,1 EUR per square metre in Tallinn and 7,0 EUR per square metre in Tartu. Expenditure on dwelling per household member amounted to over 51 euros per month in 2012 (i.e 18% of the household budget), which was 4 euros more than in 2011.

- *Main current problems of the national rental market from the perspective of tenants*

As there are only few institutional investors and few dwellings specially built for rental, the conditions of the dwelling and contractual practices vary considerably. It is therefore advisable to look for the offers prepared by real estate agencies. The default provisions of law impose a duty to pay the brokerage fee upon the party who has hired the agent. It should be noted, however, that even if the real estate agent is hired by the landlord, the fee is usually contractually agreed to be borne by the tenant.

Majority of landlords are non-professionals who could not deduct any investment or maintenance cost of the dwelling from the rental income and have to pay (currently) 21 % income tax on the total amount received as rent. This is the major reason, why many private landlords tend to avoid written contracts. The oral rental contract is in general valid, but with certain reservation. Namely, if a residential lease contract with a term exceeding one year is not entered into in writing, the contract is deemed to have been entered into for an unspecified term, which cannot be terminated earlier than one year after the transfer of the dwelling to the lessee. In order to avoid uncertainty in rental relationships, the written format of the contract is advisable.

Prospective tenant should take into account the seasonality of the private rental market (specifically of the 1-2 roomed flats). As students form a large proportion of the tenants, shortage of offers and rise in rental prices in August and September is usual.

- *Significance of different forms of rental tenure*
 - *Private renting*

In Estonia, about 90 % of the rental market is served by private landlords, i.e. individuals or private entities. In the private rental sector, there is no control over the initially agreed rent level. However, there are certain measures for contesting excessiveness of the rent level during the period of the contract.

- *“Housing with a public task” (e.g. dwellings offered by housing associations, public bodies etc)*

Municipalities are responsible for providing social dwelling space for persons or families who are unable or incapable of securing housing for themselves or their families. Only the capital city of Tallinn has special housing provided for young families and key workers of the municipality in addition to the social housing provided for families in need. Yet, there is a shortage of housing in both categories and there are more than a thousand applicants in the waiting list (Tallinn, 2014). However, the situation varies considerably from municipality to municipality.

- *Some general recommendations to foreigners on how to find a rental home (including any specificities with respect to the position of foreigners on the national rental market)*

First, it is advisable to contact reputable real estate agent to find suitable dwelling and facilitate contracting. By the professionals, English or Russian is commonly spoken. Alternatively, the receiving institution (employer, university) should be consulted in this matter. It is possible that the receiving institution offers special dwellings for their employees.

Second, the foreigner should respect landlord’s obligation, as the person providing housing for an alien, to verify the legal basis for the alien’s stay in Estonia and provide respective documentation.

- *Main problems and “traps” (circa 5) in tenancy law from the perspective of tenants*

First, in order to avoid any misunderstanding or possible lack of proof, the tenant should insist the contract to be concluded and modified in written format. All Estonian inhabitants have a duty to make sure that their residence data (place where he or she permanently or primarily lives) as listed in the Population Register are correct. If a person is not an owner of the premises listed in the *notice of residence*, he or she shall add to the notice of residence a copy of a document certifying the right to use the premises (e.g. a lease contract) or permission from the owner of the room (signature on the notice of residence).

Second, the inventory act as at the delivery of the possession to the tenant should be attached to the contract. The tenant should inspect the premises personally before entering into contract.

Third, the tenant should follow the market information about the average amount of market rent (e.g. list of pending offers or price indexes in the Internet websites). Payment of any amount of money (rent and accessory expenses) should be documented (preferable paid through bank account).

Fourth, the tenant should be aware that he or she shall bear other expenses related to the use of dwelling (accessory expenses) only if so explicitly agreed. However, utilities cost, especially for winter period may increase the total cost of housing considerably. Upon entry into a contract, the tenant may demand to be informed by the lessor of the rent payable according to the previous lease contract and respective accessory expenses (e.g. for utilities).

Fifth, the tenant should, at his own expense, remove the defects of a dwelling which can be removed by light cleaning or maintenance necessary for the ordinary preservation of the dwelling. However, the exact scope of this duty may be arbitrary.

In any case, the landlord has to guarantee suitable condition for contractual use of the dwelling and the tenant should not bear cost of repair or improvement. It follows that the tenant should not pay to “repair fund” of the apartment association.

Sixth, the tenant should be aware that the Estonian law is half-mandatory, i.e. the parties may not agree on the detriment of the tenant, unless specifically provided by law. There are further limitations to the parties' freedom of contract, for example, agreement which requires the tenant to pay a contractual penalty upon violation of a contract is void.

- *Important legal terms related to tenancy law*

Estonian term	Translation into English
<i>allüür</i>	sublease/subletting
<i>eluruum</i>	dwelling (residential premises)
<i>eluruumi üürileping</i>	residential lease contract
<i>erakorraline ülesütlemine</i>	extraordinary termination without notice for a compelling reason
<i>korraline ülesütlemine</i>	ordinary termination (of the open-ended tenancy)
<i>kõrvalkulud</i>	ancillary expenses (e.g. utilities)
<i>lepingu muutmine</i>	modification of the contract terms
<i>maakleritasu</i>	brokerage fee
<i>parendused ja muudatused</i>	improvement and alterations
<i>perekonnaliikmed</i>	family members
<i>pisipuudus</i>	minor defect
<i>sotsiaaleluruum</i>	social dwelling
<i>tagatisraha</i>	security deposit
<i>tähtajaline üürileping</i>	fixed-term tenancy
<i>tähtajatu üürileping</i>	open-ended tenancy
<i>üür</i>	rent
<i>üürileandja pandiõigus</i>	landlord's right of lien

2. Looking for a place to live

2.1. Rights of Prospective Tenants

- *What bases for discrimination in the selection of tenants are allowed/prohibited? What about, for example, status as a foreigner, student, unmarried partner, or person with a short-term work contract?*

Discrimination of persons on grounds of gender, nationality (ethnic origin), race or colour upon, *inter alia*, access to and supply of goods and services which are available to the public, including housing, is prohibited in every phase of the tenancy. In all other aspects, private landlord has a right to exercise his/her freedom of contract upon choosing the tenant.

- *What kinds of questions by the landlord are allowed (e.g. on sexual orientation, intention to have children etc)? If a prohibited question is asked, does the tenant have the right to lie?*

In general terms, the tenant has an obligation to inform the landlord of all circumstances with regard to which the other party has, based on the purpose of the contract, an identifiable essential interest. Information about the identity, civil status, profession and income, the number of children of the potential tenant could be classified as being of identifiable essential interest of the landlord. Any information provided by the prospective tenant, shall be accurate. However, remedies are available to the landlord only if relying onto the information caused damage to the landlord or if the mistake was of such importance that a reasonable person similar to the landlord would not have entered into the transaction in the same situation or would have entered into the transaction under materially different conditions.

However, there is no obligation to inform the landlord of such circumstances of which the landlord could not reasonably expect to be informed. Landlord could not reasonably expect to be informed of sensitive personal data, e.g. information on sex life, data revealing ethnic or racial origin, data revealing political opinions or religious or philosophical beliefs, data on the state of health or disability, information on the intention to have children. In general, processing of such personal data is permitted only with the consent of the tenant. Tenant's consent, however, is not required for the collection of data disclosed pursuant to law (data entered in the Commercial Register, official notices, court rulings, etc), by the prospective tenant himself (e.g. an employee's blog on the Internet) or with his or her consent (Estonian Credit Register).

- *Is a "reservation fee" usual and legal (i.e. money charged by the landlord to allow the prospective tenant to participate in the selection process)?*

Practice of "reservation fee" is not common. Brokerage fee is paid only after the conclusion of the contract by the party who has contracted the agent. Obligation to pay brokerage fee may be shifted to the tenant (who did not contracted the agent) by agreement, but only if advised beforehand. It is, however, theoretically possible to agree upon earnest money, i.e. sum of money given by tenant to the landlord to certify that the (preliminary) contract has been entered into and to secure the performance thereof. Upon performance of a contract secured with earnest money, it is presumed that the earnest money will be used towards performance of the obligation. If the non-conclusion of the (main) lease contract is the fault of the tenant, the landlord shall retain the earnest money.

- *What kinds of checks on the personal and financial status of the tenant are usual and legal (e.g. the landlord requiring an independent credit report)?*

Neither salary or bank account statement nor references from previous landlords are routinely asked. Most commonly, checking the financial status of the potential tenant may include enquires to the Estonian Credit Register at www.krediidiinfo.ee. For a small charge, registered personal users may obtain extensive information on any other person's financial status, provided he/she has a legitimate interest to process personal data, e.g. prospect of entering into contractual relationship. Report may contain person's credit rating and probability of default, payment defaults from Credit Register, tax debts, companies related to the person, immovables related to the person, official announcements related to the person.

However, most of the relevant information could be gathered from several electronic public registers for free or for a small fee. It is necessary only to know tenant's personal identification code. For example, *Ametlikud Teadaanded* publishes announcements related to enforcement or insolvency proceedings, seizure of assets etc. Further, the data about prospective tenant's effective punishments may be obtained from *E-toimik*. Enquiries regarding third person may be submitted for a small fee. *Riigi Teataja* (the official electronic bulletin State Gazette) provides public access to all binding court decisions. Information about tax debts may be easily obtained from the e-Tax Board.

- *What is the role of estate agents in assisting the tenant in the search for housing? Are there other bodies or institutions assisting the tenant in the search for housing?*

Real estate agents are expected to collect information about market conditions and the object of the lease, consult with the customer, make offers, find clients, negotiate and draft legal documents, and act as representative of the client after conclusion of the contract (delivering documents, keys, etc.). The usual agent's fee is an equal to one month's base rent.

Applications for municipal or social housing are processed by social services departments of the respective local municipality.

Universities have set up international student services, which provide, inter alia information about available student dormitories or listings of residential space offered on the free market.

There are several common internet portals like <http://www.city24.ee/> and <http://www.kv.ee/> available for prospective tenants to search for suitable dwellings independently.

- *Are there any accessible "blacklists" (or equivalent mechanisms) of bad landlords/tenants? Is there a system for rating and labelling preferred landlords/tenants?*

There are no official public blacklists of "bad tenants" or "bad landlords", but landlords and tenants occasionally share relevant information in social networks or real estate blogs.

2.2. The Rental Agreement

- *What are the requirements for a valid conclusion of a rental contract (is written form necessary; is registration necessary and if yes, what kinds of fees apply lawfully)?*

There are no special formal requirements for a valid conclusion of a residential lease contract. However, if residential lease contract with a term exceeding one year is not entered into in writing, the contract is deemed to have been entered into for an indefinite term, which cannot be terminated earlier than one year after the delivery of the dwelling space to the possession of the lessee.

There is no duty to register *residential lease* contracts, but the lessee of an immovable (i.e. incl. of a dwelling) may demand that a notation regarding the lease contract be made in the land register (*kinnistusraamat*). Such a notation ensures that the actual owner of an immovable shall permit the lessee to use the immovable pursuant to the lease contract and that a new owner does not have the right to terminate the lease contract except if the acquirer urgently needs the leased premises.

- *What is the mandatory content of a contract?*
 - *Which data and information must be contained in a contract?*

There are no specific mandatory requirements prescribed as to the content of the residential lease contract. In principle, the lease contract should include the following basic clauses:

- Identification of the parties (incl. contact means);
- Identification of the dwelling and indication of its residential purpose of use;
- Description of the dwelling (size, condition, furnishings, equipment);
- Rental amount and the procedure for paying it;
- Agreement on utilities and other ancillary expenses;
- Term of the contract;
- Specification of the obligations and rights of the parties;
- Termination of the contract (grounds, procedure).

It should be noted, that the parties cannot agree on terms less favourable to the tenant than provided by the Law of Obligations Act, unless specifically provided so.

- *Duration: open-ended vs. time limited contracts (if legal, under what conditions?)*

Parties are free to agree residential lease contract either for a definite or an indefinite period of time. A residential lease contract with a term exceeding one year should be concluded in writing, otherwise the contract is deemed to have been entered into for an indeterminate term (with minimum duration of one year).

The law favours continuing contractual relationship even in case of time limited contracts by a providing presumption for automatic extension. Specifically, in the case of a residential lease with a term of at least two years, if neither party gives notification at least two months before expiry of the term that the party does not wish to extend the contract, the lease contract becomes a lease contract entered into for an indefinite term. However, it is advisable to negotiate a new term, as open-ended contracts may be terminated by either of the parties at any time without any justification by giving only at least three month's advance notice.

Upon termination of the lease contract by the landlord or expiration of the term of a lease contract entered into for a specified term, the tenant of the dwelling may demand that the lessor extend the lease contract for up to three years if termination of the contract would result in hardship for the lessee or his or her family. If the landlord does not consent to the extension of the contract, the lessee may demand extension of the lease contract by filing an action with a lease committee or in court.

- *Which indications regarding the rent payment must be contained in the contract?*

The contract is not automatically void even if the precise amount of rent is not expressly stated. In that case average local rent could be charged. There is no control of initially agreed amount of rent unless the transaction ultimately is found to be contrary to good morals or public order.

By default, the rent and ancillary expenses shall be payable after expiration of each of the corresponding periods of time (usually monthly). However, it is (lawful) common practice to provide in the contract that rent is due at the beginning of the period.

Payment is usually to be arranged through direct payment into a bank account, possibly in the form of standing order.

- *Repairs, furnishings, and other usual content of importance to tenant*
 - *Is it legal for the landlord to shift the costs for certain kinds of repairs (if yes, which?) to the tenant?*

The tenant is responsible and should bear only the cost of minor defects (i.e. the defects which can be removed by light cleaning or maintenance which is in any case necessary for the ordinary preservation of the property). Costs of major repair works cannot be shifted to the tenant (unless related to the destruction and loss of and damage to a dwelling for which the tenant is responsible).

- *Is the landlord or the tenant expected to provide furnishings and/or major appliances?*

The law does not prescribe requirements as to what furnishings the landlord has to provide. In the case of a tenancy on a furnished or semi-furnished apartment, the landlord usually provides the main furnishings, like a furnished kitchen, a bed or bed couch, a wardrobe and a desk.

- *Is the tenant advised to have an inventory made so as to avoid future liability for losses and deteriorations (especially in the case of a furnished dwelling)?*

An inventory at the time of the conclusion of the contract is highly recommended. The lessee shall be liable for the destruction and loss of and damage to a leased thing which occurs when the thing is in the possession of the lessee, unless he proves that the destruction, loss or damage occurred under circumstances which were not caused by the lessee. In case of a dispute, a written inventory (preferable supported by the photos of the dwelling) serves as evidence that the damage existed at the time that possession was given to the lessee. In any case, the tenant shall not be liable for the natural wear and tear on the dwelling when uses in conformity with the contract.

- *Any other usual contractual clauses of relevance to the tenant*

Depending on the circumstances, the following contractual clauses should be of relevance to the tenant:

- security deposit (amount (max 3 month's rent), schedule of payment);
- prohibition to keep domestic animals or to smoke inside the dwelling (or alike);
- reference to and incorporation of the by-laws of the apartment association managing the condominium;
- specification of the landlord's right to inspect the dwelling;
- agreement on ancillary expenses;
- accommodation of the family members and third persons.

- *Parties to the contract*

- *Which persons, though not mentioned in the contract, are allowed to move into the apartment together with the tenant (partner, children etc.)?*

The tenant has the right to accommodate in the leased dwelling, without the consent of the landlord his or her spouse, any minor children and parents who are incapacitated for work. However, as an exception to the general mandatory nature of rules of residential lease contract the parties could state in the lease contract that the lessee may accommodate family members only with the consent of the lessor. However, the landlord should exercise his right to decline in good faith.

- *Is the tenant obligated to occupy the dwelling (i.e. to use as tenant's primary home)?*

The residential lease contract creates the right but not the obligation to occupy the dwelling. However, the absence of the tenant has no effect on the tenant's general duty to take care of the dwelling and take the interests of other residents and neighbours into account. Depending on the circumstances, it may mean, that the tenant should maintain heat in the apartment.

- *Is a change of parties legal in the following cases?*

- *divorce (and equivalents such as separation of non-married and same sex couples);*

In case of divorce of the spouses, a court may order that one of the spouses continues to perform the residential lease contract entered into by both spouses as a lessee or that the other spouse becomes a party to the residential lease contract as a lessee in lieu of the spouse who entered into the contract. At the request of a lessor, a court may impose additional provisions regarding security for the performance of a lease contract. Non-married and same sex couples do not have rights guaranteed to married spouses.

- *apartments shared among students (in particular: may a student moving out be replaced without permission of the landlord);*

There is no special regulation for apartments shared among students. Unless otherwise agreed in the initial contract, a tenant may transfer the rights and obligations arising from a lease contract to a third party only with the lessor's consent in a format which can be reproduced in writing.

Student lease contracts in campus (as being aimed at temporary accommodation) are not subject to regulation of residential lease contracts. For details, see e.g. <http://campus.ee/?lang=en> .

- *death of tenant;*

To start with, the parties are free to agree that upon the death of a party a lease contract comes to an end. Assuming that there is no such provision, first the spouse who lived in the dwelling together with the deceased lessee has the right to take the place of the lessee in the lease contract. If the lessee did not have a spouse who has the right or who wishes to take the place of the lessee in the lease contract, other family members (i.e. partner, children, parents) who lived in the dwelling together with the lessee have the right to take the place of the lessee in the lease contract pursuant to an agreement between them. In order to exercise this right, a spouse or other family member should submit a corresponding notice to the lessor within one month as of the death of the main tenant.

In case a residential lease contract was entered into jointly by the lessees, after the death of one lessee, the lease contract is valid and binding with regard to the other lessee. The surviving lessee may cancel the lease contract within three months as of the death of the other lessee by giving at least three months' notice. In case the tenancy is not continued with one of these persons, it has to be continued with the heir, who may then terminate contract under similar terms.

The persons with whom the tenancy is continued are liable together with the heir as joint and several debtors for obligations incurred up to the death of the tenant.

- *bankruptcy of the landlord.*

If the dwelling actually occupied by the tenant is sold through a compulsory execution or in bankruptcy proceedings, the contractual rights of the former landlord will be transferred to the new owner. The new landlord may then terminate such contract within three months, but only if the acquirer urgently needs the leased premises. If the new landlord exercises the right to terminate the fixed-term contract before expiry of the term, the previous owner shall be liable for any damage caused by termination of the contract to the tenant. However, the position of the tenant can be strengthened by the registration of the lease contract in the land register. A notation entered in the land register ensures that a new owner does not have any special right to terminate the lease contract. In principle, every tenant has the right to demand that a notation regarding the lease contract be made in the land register.

- *Subletting: Under what conditions is subletting allowed? How can an abuse of subletting (when the tenant is offered not an ordinary lease contract but only a sublease contract) be counteracted?*

Subletting (i.e. tenant's transfer of the use of a thing fully or partially to a third party) is allowed subject to consent of the landlord. The latter may refuse to grant consent for the sublease of the thing only if the lessor has a good reason, especially if:

- 1) the lessee does not disclose the conditions of the sublease to the lessor,
- 2) the sublease would cause significant loss to the lessor,
- 3) the sublease would be unreasonably burdensome on the leased premises,
or
- 4) the lessor has good reason therefor arising from the identity of the

sublessee.

If the sublease is expected to be made with reasonable increase in the rent, the consent may be subject to the condition that the lessee agrees to the increase in the rent. If a landlord refuses to grant consent for the sublease without good reason, the lessee may cancel the contract in accordance with the terms provided for ordinary termination of lease contract for indefinite term (i.e. by giving at least three months' notice) but he has no other recourse.

Subletting without the consent of the lessor may give ground for extraordinary termination of the lease contract by the lessor only if, as a result, the lessor or neighbors are so affected that the lessor cannot be expected to continue the lease contract.

- *Does the contract bind the new owner in the case of sale of the premises?*

The sale of the dwelling does not change the position of the tenant who already has acquired possession over the dwelling. Upon sale of the premises, the rights and obligations of the lessor arising from the lease contract are transferred to the new owner. For three years the previous landlord remains responsible as a surety.

However, the new owner may terminate the contract within three months if he urgently needs the dwelling himself. If the new landlord exercises this special right to terminate the fixed-term contract before expiry of the term, the previous owner shall be liable for any damage caused by termination of the contract to the tenant. In principle, every tenant has the right to demand that a notation regarding the lease contract be made in the land register with the effect that the a new owner does not have any special right to terminate the lease contract upon acquisition.

- *Costs and Utility Charges*

- *What is the relevant legal regulation of utilities (i.e. the supply of water, heating and electricity)? Must the landlord or the tenant conclude the contracts for provision of utilities?*

Access to the basic utilities necessary to use the premises for permanent habitation should be guaranteed by the landlord. Whether the landlord or the tenant must conclude the contracts for supply of water, heating and electricity depends on the contractual agreement as well as on the respective supply system, since there is no legal regulation. Usually agreements with third party providers of electricity, water, gas or heating are concluded by the owner of the dwelling. In most cases easily accessible additional services which are not directly related to the use of the dwelling, such as cable TV, internet, wireline telephone etc could be arranged in the name of the tenant.

- *Which utilities may be charged from the tenant by the landlord? What is the standard practice?*

The tenant should bear accessory expenses (i.e. charges for the services and acts of a lessor or a third party which are related to the use of a thing) only if explicitly agreed. Also, all taxes (e.g. land tax) and duties related to a thing shall be borne by the lessor unless agreed otherwise. In practice, all accessory expenses are usually agreed to be borne by the tenant in addition to (net) rent. Land tax and other possible duties usually remain the responsibility of the landlord.

- *Is the tenant responsible for taxes levied by local municipalities for the provision of public services (e.g. for waste collection or road repair)?*

In practice, there are currently no other taxes than land tax related to the immovable. Waste collection is organized by the municipality, but paid according to individual contracts between the landowners and the service providers. As a charge for the services of a third party which are related to the use of a dwelling this may be agreed to be borne by the tenant, see previous answer.

- *Is it lawful to shift condominium costs, and if yes, which ones, onto the tenant (e.g. housekeeping costs)?*

In principle, the tenant should bear the costs of light cleaning or maintenance which is in any case necessary for the ordinary preservation of the thing and could bear (subject to agreement) costs for the services of a third party which are related to the use of a thing. Condominium costs, such as housekeeping, disinfections etc fall under the latter category and may be shifted onto the tenant.

As repair of the dwelling is responsibility of the landlord, respective expenses could not be shifted onto the tenant (e.g. payments to the renovation fund operated by the apartment association).

- *Deposits and additional guarantees*

- *What is the usual and lawful amount of a deposit?*

The parties may agree on a security deposit in the amount of up to three months' rent. In practice, deposit in the amount of 1-2 month is usually demanded. The lessee has a right to pay the deposit within the first three months in equal instalments. The first instalment shall be paid upon entry into the lease contract.

- *How does the landlord have to manage the deposit (e.g. special account; interests owed to the tenant)?*

The deposit shall be kept by the lessor in an account in a credit institution separately from the assets of the lessor and at least at the local average interest rate. The interest belongs to the lessee and increases the amount of the deposit.

- *Are additional guarantees or a personal guarantor usual and lawful?*

According to Estonian tenancy law, the parties may not agree on terms less favourable to the tenant than those provided by law. The parties may agree on a security deposit in the amount of up to three months' rent or, as an alternative, other guarantees (pledge of immovables) or surety by some suitable person instead. In any case the limit of three months' rent must be observed.

- *What kinds of expenses are covered by the guarantee/ the guarantor?*

The security deposit as well as any alternative security covers all claims arising from the contract but is not meant to be treated as an advance payment. It follows that the tenant is not entitled to stop paying the rent before the term of the contract merely by referring to the security deposit.

3. During the Tenancy

3.1. Tenant's Rights

- *Defects and disturbances*
 - *Which defects and disturbances are legally relevant (e.g. mould and humidity in the dwelling; exposition to noise e.g. from a building site in front of the dwelling; noisy neighbours; occupation by third parties)?*

In general terms, a landlord should ensure that the dwelling is maintained in suitable condition for contractual use during the validity of the contract. In case of any substantial material (mould and humidity in the dwelling; noise from a building site, if exceeds the limits of reasonableness) or legal defect (e.g. third-party right) that deprives the tenant of the use of the dwelling the tenant has a right for remedy, see next question.

However, if, upon delivery of the possession, the tenant knows or ought to know that the thing does not conform to the contract but accepts the thing irrespective thereof, he or she loses the right to withdraw from the contract and may exercise any other remedy only if the lessee reserves this right upon accepting the thing. Exceptionally, in any case, the tenant may terminate the contract extraordinarily if the dwelling is in such a condition that the use thereof may involve significant hazard to human health.

As to the noisy neighbours, violation of the public order (disputes during the night time in the dwelling next door) and general noise caused by children next door should be treated differently, the latter could not in principle be classified as defect of the dwelling.

- *What are the tenant's remedies against the landlord and/or third parties in such situations (e.g. unilateral rent reduction vs. rent reduction to be allowed by court; damages; "right to cure" = the landlord's right to repair the defect; the tenant first repairs the defect and then claims the costs from the landlord)*

First it should be noted that if, upon acquisition of the possession of the dwelling, the tenant knows or ought to know that the thing does not conform to the contract but accepts the thing irrespective thereof, remedies are available only if the tenant reserves the respective right upon accepting the dwelling as it is.

Secondly, the tenant has a duty to notify the landlord of the defect or obstacle promptly after it becomes evident. Landlord could claim compensation for loss caused by the failure to comply with this duty by the tenant. Furthermore, if a landlord cannot remove the defect or an obstacle to use of the thing for the reason that the tenant has violated an obligation to notify, the latter may not exercise any remedies without granting the landlord a reasonable term to cure the defect and re-enable use of the leased thing.

Thirdly, the tenant may use remedies only in case there is a defect for which he is not responsible and which he need not remove at his own expense (minor defects).

Fourthly, parties may have agreed on preclusion or limitations of the rights of a lessee in connection with the non-conformity of a leased thing. However, such an agreement is void if the landlord knows or ought to know, upon entry into the contract, that the thing does not conform to the contract and fails to notify the lessee thereof.

Provided these requirements are met, the tenant may, apart from demanding that the landlord remove the defect or obstacle (see next *Repairs of the dwelling*) or take over a legal dispute with a third party, reduce rent, demand compensation for the damage or deposit rent due.

Tenant need not pay rent or bear accessory expenses during any period when the dwelling was not habitable due to a defect or obstacle. If the possibility of using the thing for its intended purpose has only diminished, tenant may reduce the rent to an extent corresponding to the defect for the respective period. E.g. if the tenant is able to use the dwelling for half of the rent period, he is entitled to reduce rent by 50%. Rent reduction is exercised by sending corresponding unilateral notice to the landlord.

In addition, tenant may together with or in lieu of performance, i.e. request to remove the defect or obstacle, claim compensation for damage. In the latter case, compensation for damage is due only upon expiry of the additional term provided to landlord to remove the defect or obstacle. Claim for damages is excluded in case the landlord proves that the defect or obstacle was caused by *force majeure*.

Instead of demanding damages and reimbursement of expenses, the tenant may set-off these claims against the landlord's claim for rent. Alternatively, he may also exercise a right of retention in relation to such a claim. In both cases, the tenant has to notify the landlord of his intention at least one month prior to the due date of the rent in a format which can be reproduced in writing (e.g. e-mail).

Alternatively, the tenant may deposit the rent by notaries office after having given notice to the landlord to remove defects by a certain deadline in a format which can be reproduced in writing and warned the landlord that, if the defects or obstacles are not removed, the lessee will deposit the rent which falls due after expiry of the term. If tenant does not file a claim against the lessor with a lease committee or court within thirty days as of the time when the first rent deposited becomes collectable, the landlord then may demand payment of the deposited amount

- *Repairs of the dwelling*
 - *Which kinds of repairs is the landlord obliged to carry out?*

In general, a landlord is required to ensure that the dwelling is maintained at the agreed upon condition during the term of the contract. Tenant may demand that the landlord remove the defect or obstacle, unless

- 1) it is a defect for which the lessee is responsible and which the lessee must remove at his own expense,
- 2) it is a minor defect (i.e. can be removed by light cleaning or maintenance which is in any case necessary for the ordinary preservation of the thing) which should be carried out by tenant himself.
 - *Does a tenant have the right to make repairs at his own expense and then deduct the repair costs from the rent payment?*

If the landlord has delayed in effecting the removal of the defect or obstacle, i.e. does not remove such defect or obstacle within reasonable period of time after the lessor knew or could reasonably be expected to have known about the defect or other circumstances, the tenant has the right to remove the defect or obstacle and claim payment of the expenses incurred. In case the defect or obstacle restricts the

possibility of using the thing for the intended purpose only to an insignificant extent, tenant may remove the defect or obstacle and claim expenses even without prior notification to the landlord.

Tenant may set off a claim for reimbursement of the necessary expenses incurred by notifying the landlord of this intention at least one month prior to the due date for payment of the rent and in a format which can be reproduced in writing.

- *Alterations of the dwelling*
 - *Is the tenant allowed to make other changes to the dwelling?*
 - *In particular, adaptations for disability (e.g. building an elevator, ensuring access for wheelchairs etc.)*
 - *Affixing antennas and dishes*
 - *Repainting and drilling the walls (to hang pictures etc.)*

In principle, tenant's right to make improvements and alterations to the dwelling is strictly subject to the landlord's consent in a format which can be reproduced in writing (e.g. e-mail). As there are no specific court cases covering the practice, the landlord's obligation to give consent should be assessed on a case by case basis. Principally, the landlord shall not refuse to grant consent if the improvements and alterations are necessary in order to use the dwelling for its intended purpose or manage it reasonably. If necessary, consent should be claimed in court. If improvements and alterations were made by the tenant without the prior consent of the landlord, the latter has a right to demand that the original condition be restored or to give notice of extraordinary termination.

From the other hand, if the landlord consents to improvements and alterations, he loses the right to demand that the original condition be restored (and respective expenses borne by tenant), unless he reserves such right in the giving of consent. Furthermore, if, upon expiry of a lease contract, it becomes evident that the value of the thing has increased considerably (i.e. dwelling can be leased for a higher rent or sold for higher price) due to the improvements or alterations made with the consent of the lessor, the tenant may demand reasonable compensation therefor. The limitation period of such claim is six months as of the return of the thing.

- *Uses of the dwelling*
 - *Are the following uses allowed or forbidden?*
 - *keeping domestic animals*
 - *producing smells*
 - *receiving guests over night*
 - *fixing pamphlets outside*
 - *small commercial activity*

As there are no specific court cases, uses of dwelling should be evaluated in the light of general obligation of the tenant to use premises with prudence and according to the intended purpose, and more particularly, to take the interests of other residents and neighbours into account. In an apartment building, the tenant should respect by-laws of the apartment association.

Thus, in general, as far as keeping domestic animals, producing smells, receiving guests over night, fixing pamphlets outside, engaging in limited commercial activity

does not lead to breach of such duties, they should be tolerated. Moreover, in principle, the tenant has a right to receive guests over night as far as this activity does not lead to long-term accommodation of persons other than family members, an unauthorized sublease or transfer of the lease contract to third parties.

However, breach of obligation to use premises with prudence and according to the intended purpose, and to take the interests of other residents and neighbours into account may lead to extraordinary termination of the lease contract in following occasions:

- 1) The tenant (or subtenant) violates those obligations despite any prior warning given by the lessor;
- 2) The tenant (or subtenant) violates those obligations materially or intentionally;
- 3) The tenant grants the use of the thing to a third party without authorisation therefor and if, as a result, the landlord or neighbours are so affected that the lessor cannot be expected to continue the lease contract.

3.2. Landlord's Rights

- *Is there any form of rent control (restrictions of the rent a landlord may charge)?*

In private rental market, there is no general control of initially agreed amount of rent unless the transaction may rendered as being contrary to good morals or public order and as such being void. However, there is certain level of control over rent increase, see next.

- *Rent and the implementation of rent increases*
 - *When is a rent increase legal? In particular:*
 - *Are there restrictions on how many times the rent may be increased in a certain period?*

In the case of a open-ended lease contract, it is presumed that the landlord may unilaterally raise the rent after each six months following entry into the contract. Parties may agree on a longer interval but not a shorter.

Periodical increase in the rent of a dwelling may be validly agreed under following conditions:

- 1) the lease contract is entered into for at least a three year term,
 - 2) the rent increases not more than once a year and
 - 3) the extent of the increase in the rent or the basis for calculation thereof are precisely determined (i.e. stepped, indexed).
- *Is there a possible cap or ceiling (fixed by statute or jurisprudence) which determines the maximum rent that may be charged lawfully?*

There is no cap or ceiling fixed by statute. The tenant has the right to contest excessive rent, see next.

- *What is the procedure to be followed for rent increases? To what extent can the tenant object to a rent increase?*

In case of open-ended lease contracts, the landlord should notify the tenant of an increase in the rent in a form which can be reproduced in writing not later than thirty days before the increase in the rent. The notice shall clearly set out the following:

- 1) the extent of the increase in the rent and the new amount of rent;
- 2) the date as of which the rent is increased;
- 3) the reasons for increasing the rent and a calculation of the new rent;
- 4) the procedure for contesting the increase in the rent.

Increase in the rent, made without the notice in accordance with the law is void. An increase in the rent is also void if landlord adds a warning that he will terminate the contract if the increase in the rent is contested.

Provided that the landlord has delivered formally valid notice of an increase in rent, the tenant may contest an *excessive increase* in the amount of the rent for a dwelling within thirty days of receiving notice thereof. A lessee may also contest an amount of rent during the period of validity of contract (after the landlord has declined tenants request for reduction of the rent) and claim a reduction of the rent as of the filing of a claim with a lease committee or court (Art. 302 of the LOA) if a lessor receives *excessive benefit* due to significant changes in the bases for calculation of the rent, particularly a decrease in expenses.

The rent for a dwelling is considered as *excessive* only if an unreasonable benefit is received from the lease of the dwelling, except in the case of a luxury apartment or house. However, if the amount of the rent for a dwelling does not exceed the usual rent for a dwelling in a similar location and condition, it cannot be considered as excessive. Furthermore, an increase in the rent is not excessive if it is based on an increase in the expenses incurred in relation to the dwelling (e.g. cost of utilities, if borne by the landlord) or an increase in the obligations of the lessor or if the increase in the rent is necessary in order to make reasonable improvements or alterations, such that the room or building is in the usual condition for such rooms and buildings.

It should be noted that the lessee has no remedy if the parties have already initially agreed excessive rent and the rent only increases in a small amount.

- *Entering the premises and related issues*
 - *Under what conditions may the landlord enter the premises?*

After tenant has occupied the dwelling as his home, the landlord has limited right to enter the premises. However, tenant should allow the landlord to examine the premises if this is necessary to preserve the dwelling or to transfer or lease it to another person. Landlord should inform the tenant of the intended inspection beforehand.

- *Is the landlord allowed to keep a set of keys to the rented apartment?*

There is no special rule to answer that question. Considering the landlords's right to inspect the property and respective obligation to repair any defect (in some cases urgently), as far as the landlord does not abuse his or her right (violating the tenant's basic right for privacy and protection of home), holding a set of keys is not usually

contested by tenants.

- *Can the landlord legally lock a tenant out of the rented premises, e.g. for not paying rent?*

Landlord can not lock a tenant out of the rented premises by use of self-help even if tenant is not paying the rent. Landlord should first obtain a lawful enforcement instrument, i.e. court judgment or decision of lease committee that has entered into force.

- *Can the landlord legally take or seize a tenant's personal property in the rented dwelling, in particular in the case of rent arrears?*

Claims for the rent of the current year and the previous year and claims for compensation are secured by a lien on the tenant's movables which are part of furnishings or are used together with the room in leased premises. The right of security does not extend to things which cannot be the object of a claim (personal belongings of the tenant or his household members, basic stock of food etc). If a tenant wants to move out or to remove things from the premises, the landlord may withhold things to the extent necessary in order to secure the claims of the lessor. The lessor may use self-help in order to exercise the right of security.

4. Ending the Tenancy

4.1. Termination by the Tenant

- *Open ended contract (if existing): under what conditions and in what form may the tenant terminate the tenancy?*

Tenant may terminate an open-ended lease contract by giving at least three months' notice (*ordinary termination*). Tenant does not have to justify the termination in any way. The parties are free to agree on a shorter (but not longer) notice period for a termination on part of the tenant.

Advance notice of *extraordinary termination* is not required. For the grounds of extraordinary termination, see next.

- *Under what circumstances may a tenant terminate a tenancy before the end of the rental term (e.g. unbearable neighbours; bad state of dwelling; moving for professional reasons)?*

A lease agreement (either of specified or unspecified term) may be extraordinarily terminated, only with good (compelling) reason. A reason is good if, upon occurrence thereof, a party seeking termination cannot, given all the circumstances and considering the interests of both parties, be expected to continue performing the contract. Anyhow, the reason is "compelling" only if it is unexpected to the parties.

Certain specific grounds for extraordinary termination by the tenant are foreseen by the law:

First, compelling reason for extraordinary termination may foremost relate to the fundamental non-performance by the landlord, basically if the tenant cannot use the premises for a reason dependent on the landlord, having granted the lessor a reasonable term to render the dwelling usable. However, if the usage of the dwelling is restricted only to an insignificant extent, the tenant may terminate the contract for that reason if there is a particular reason for cancellation of the contract.

Second, legal grounds for extraordinary termination of lease contract due to some health hazard related to the dwelling.

In those cases the tenant may terminate without responsibility for any damage to the landlord.

Additionally, a compelling reason for terminating the contract may be attributable to the tenant himself. But also in those cases, the interests of the both parties should be considered. Thus, if the tenant needs larger dwelling or has to move due to personal or professional reasons, those reasons may well be valid for terminating the contract of lease, but subject to compensation of damages caused to the landlord.

Advance notice of extraordinary termination is (generally) not required. Termination is exercised by unilateral declaration of termination which is submitted in a format which can be reproduced in writing. For valid declaration of a married tenant the consent of his or her spouse who is also living in the leased dwelling is necessary, in a format which can be reproduced in writing.

- *May the tenant leave before the end of the rental term if he or she finds a suitable replacement tenant?*

If the tenant has a compelling (personal reason) for extraordinary termination, but is under obligation to compensate, landlord has the duty to mitigate damages. Thus, rejection of the proposed replacement tenant may constitute infringement of such duty and may lead to loss of claim of damages that could have been reasonably mitigated.

Otherwise, the tenant may transfer of the rights and obligations arising from a lease contract to a third party only upon the landlord's respective consent.

4.2. Termination by the Landlord

- *Open ended contract (if existing): under what conditions and in what form may the landlord terminate the tenancy (= eviction) (e.g. the landlord needs the house for himself or wants to renovate and use it differently in the future)?*
 - *Must the landlord resort to court?*

Open-ended lease contract may be terminated by ordinary termination, i.e. by giving at least three months' notice (unless the parties have agreed longer or shorter period of notice for the landlord). Upon ordinary termination, the landlord does not have to justify the termination in any way. Ordinary termination as well as extraordinary termination is exercised by unilateral notice.

Advance notice of *extraordinary termination* is not required. For the grounds of extraordinary termination, see next.

- *Are there any defences available for the tenant against an eviction?*

The tenant may contest the (otherwise valid) termination of the contract by the landlord before a lease committee (currently only in city of Tallinn) or court if the termination is contrary to the principle of good faith, or demand the extension of the contract, see next.

Additionally, on the basis of an application of a tenant, a court may suspend enforcement proceedings or extend or defer enforcement if continuation of the

eviction proceedings is unfair in respect of the tenant. In deciding whether to suspend, the interests of the landlord and as well as of the tenant (e.g. family and economic situation of the tenant) shall be taken into account.

- *Under what circumstances may the landlord terminate a tenancy before the end of the rental term?*
 - *Are there any defences available for the tenant in that case?*

The general rule that a lease agreement (either of specified or unspecified term) may be *extraordinarily terminated*, only for good (compelling) reason applies also for the landlord. According to the specific provisions of the law, extraordinary termination by the landlord is foremost allowed if:

- 1) the tenant is using the dwelling for non-stipulated purposes (in general, landlord should give prior warning, unless the breach is substantial),
- 2) the payment of rent or accessory expenses was repeatedly substantially delayed (generally, the landlord should provide additional term for payment),
- 3) the dwelling is a health hazard or
- 4) the tenant is in the bankruptcy.

As to the defences available to the tenant, the first possibility is to contest the (otherwise valid) termination before a lease committee (currently only in city of Tallinn) or court if the termination is contrary to the principle of good faith. The extraordinary termination of a contract by the landlord is contrary to the principle of good faith if, above all, the lessor cancels the contract for one of the following reasons:

- 1) the tenant in good faith files a claim arising from the lease contract,
- 2) the landlord wishes to amend the lease contract to the detriment of the tenant and the latter does not consent thereto,
- 3) the landlord wishes to induce the tenant to purchase the leased dwelling, or
- 4) the marital status of the tenant changes, although this does not result in any significantly harmful consequences to the landlord.

Second, the tenant may demand that the landlord extend the lease contract for up to three years for a reason that termination of the contract would result in serious consequences for the tenant or his or her family. If the landlord does not consent to the extension of the contract, the lessee may demand extension of the lease contract before a lease committee or court. The tenant has this right even if the landlord has valid reasons for termination and the termination could not be rendered as being contrary to good faith. An application from the tenant for extension of the lease contract shall not be satisfied if extension of the lease contract is contrary to the legitimate interests of the landlord, in particular if the landlord has terminated the contract for the reason that the tenant committed fundamental breach (has arrears or materially violates the obligations regarding prudence and the duty to take into account the interests of others) or there is serious risk of breach (tenant is declared bankrupt).

- *What happens if the tenant does not leave after the regular end of the tenancy or does not hand in (all) the keys of the dwelling?*

If the tenant does not leave after the expiry of the contract, the landlord may demand the rent agreed in the lease contract or rent which is usual in the case of a

similar dwelling space in a similar location as compensation for damage for the period of delay. Additionally, the landlord is entitled to demand compensation for damage caused to him by the delay in return of the dwelling in an amount which exceeds the amount of rent. Landlord's respective rights are precluded in case the tenant justifiably withholds leaving the dwelling in order to ensure payment for the expenses incurred thereby.

4.3. Return of the Deposit

- *Within what timeframe and under what conditions does the landlord have to return the tenant's security deposit?*

Tenant may demand repayment of a deposit if the landlord does not inform him of any claim arising from the lease contract within two months after expiry of the contract.

- *What deductions can the landlord make from the security deposit?*
 - *In the case of a furnished dwelling: may the landlord make a deduction for damages due to the ordinary use of furniture?*

Any due claim of the landlord arising from the lease contract may be set-off against the security deposit. Most commonly, the tenant may be liable for the destruction, loss of and damage to a leased thing which occurs when the thing is in the possession of the lessee unless the lessee proves that the destruction, loss or damage occurred under circumstances which were not caused by the lessee or the person to whom the lessee transferred use of the thing in compliance with the contract. The lessee shall not be liable for the natural wear and tear or deterioration of the dwelling or its furniture or changes which accompany the contractual use.

4.4. Adjudication of Disputes

- *In what forum are tenancy cases typically adjudicated?*
 - *Are there specialised courts for adjudication of tenancy disputes?*

There are no specialized courts; disputes arising from lease contracts as civil matters are adjudicated before ordinary county courts. The Lease Committee (currently established only in city of Tallinn) is an independent institution, and serves as an alternative to court in case of disputes related to lease contracts with claims of less than 3200 euros.

- *Is an accelerated form of procedure used for the adjudication of tenancy cases?*

As by any other civil matter, the court may, in justified cases, involving an action where the dispute concerns not more than 2000 euros (together with the accessory obligations – 4000 euros) adjudicate the matter by way of simplified proceedings at the discretion of the court, taking account of only the general procedural requirements. Ruling of the county court in cases adjudicated by way of simplified proceedings is subject to appeal only if county court explicitly gave permission to appeal or in case of severe infringement of material or procedural law by the court of first instance and if this infringement could influence the outcome.

More specifically, if the claim is directed only at the payment of rent or other sum of money due not exceeding 6400 euros may be adjudicated by the court based on a standard format petition by way of expedited procedure prescribed for matters of

payment order. The court delivers the proposal for payment and a form for an objection to the debtor. In case the debtor files formal objection within 15 days (or, in the case of service of the proposal for payment abroad, within 30 days) after service thereof, the matter will be to heard in actions (or terminated if so asked by the petitioner).

- *Is conciliation, mediation or some other form of alternative dispute resolution available or even compulsory?*

There are no other alternative dispute resolution available except for the Lease Committee (Tallinn), see previous.

5. Additional Information

- *How does a prospective tenant proceed in order to get social or subsidized housing (e.g. dwellings offered by housing associations, municipalities, public bodies etc.) or housing allowances?*

Social housing – housing for individuals and families that are not capable or able to procure it for themselves is provided by local governments as a form of social services. The following individuals are entitled to social services:

- 1) permanent residents of Estonia;
- 2) foreign nationals living in Estonia on a legal basis;
- 3) refugees in Estonia.

The subsistence benefit (incl. housing allowance) is determined and paid by the municipality or city government as well. Thus, departments of social welfare of the respective local government should be contacted.

- *Is any kind of insurance recommendable to a tenant?*

Tenant may consider insuring home contents located in a building or an apartment against fire, water damage (e.g. bursting pipes, household appliances connected to water network, a tap forgotten open out of negligence or water released from an aquarium), natural disaster (storm, hail, ridged ice or natural flood), vandalism and burglary (as a minimum).

Also, for the tenant whose activities may result in personal injury, property damage or financial loss to the landlord, third party insurance is recommended.

Legal assistance insurance policy covers the payment of costs arising from making claims against, *inter alia*, the landlord.

- *Are legal aid services available in the area of tenancy law?*

Basic legal assistance is given to the least privileged people by several non-profit associations, and the national system of legal aid makes a lawyer's assistance available to the least privileged. State legal aid is provided in preparing legal documentation and other legal counselling and representation. Similarly, a tenant may apply to a court for procedural assistance to cover legal expenses (advocate's fees, filing fee, security on cassation, obligation for provision of a security to court, etc.). State legal assistance does not mean that legal aid services are free of charge. Applicant may still be subjected to the duty to partially self-finance the costs for legal assistance or pay the costs partially or in full after the termination of court action. To

receive state legal assistance the tenant should submit a written application and notice regarding his financial state. Further information and relevant forms can be found at <http://www.just.ee/4616> or <https://www.advokatuur.ee/eng/state-legal-aid> .

- *To which organisations, institutions etc. may a tenant turn to have his/her rights protected? [please indicate addresses, email addresses and phone numbers]*

There are no special legal aid in the area of tenancy law. Legal assistance is provided by legal bureaus, law offices and notaries.

State Legal Aid information system (Riigi Õigusabi Infosüsteem - RIS):

Telephones: +372 697 9090, +372 697 9091, +372 697 9092

E-mail: ris@advokatuur.ee

<http://ris.just.ee>

Tallinn Rent Committee:

Telephones: +372 6404566, +371 6404684, +372 6404523

E-mail: yyrikomisjon@tallinnlv.ee

<http://www.tallinn.ee/Teenus-Adjucation-of-rental-disputes>