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

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## **Tenant's Rights Brochure for LITHUANIA**

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## Tenant's Rights Brochure

### LITHUANIA

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#### 1. Introductory information

- Give a very brief introduction on the national rental market

At the end of the year 2007, when the economic crisis had begun, the real property market started showing first signs of stagnation. The housing market of Lithuania in 2011 retained the stability of the year. Even though residential property prices in the major cities of Lithuania remained fairly stable, further growth in the number of transactions was recorded. It has been estimated that at the end of June 2009 in five largest cities of Lithuania there were about 3500 unsold newly built flats. Most of them –about 2100 were built from projects which had been developed in the year 2008.

In accordance with the above mentioned circumstances, it was particularly difficult to find tenants or buyers; even the reduction of rental or sale price did not help. The supply of new flats in the largest cities of Lithuania in 2009 and 2010 (compared to 2008) went down by 2,5-3 times.

In the Republic of Lithuania the official rental housing market almost does not exist. Lithuania feels a shortage of rental housing, especially for low-income families (young and elderly families). The prices of private rental housing vary depending on location and housing standards, and the prices of municipal social housing are lower by tenfold. Social housing accounts for only few per cent of the total housing stock. The development of social housing has been slowing down as a result of reduced public and municipal investments.

It should be noted that according to the data provided by the Statistics department of Lithuania the national stock of dwellings consists of 1280,2 thousand dwellings, i.e. there are about 400 dwellings per 1000 population.

It should be noted that in Lithuania it is doubtful what the share of the rental housing sector is, because to date no database is available that consistently registers types of tenure choices in transition countries, and the correct share of tenants is most likely to be underestimated. Additionally, due to tax avoidance a large number of small landlords (individual people) avoid stating that they lend dwellings. In Lithuania the private rental housing market is mostly informal.

- Current supply and demand situation

The market supply of rental housing is sufficient because people of Lithuania prefer having their own dwellings than living in rented houses. However, number of social housing and municipality owned shelters is not sufficient and demands larger supply.

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

The main current problem for tenants in the cases of the rental housing with the public task is the insufficient supply of the rental housing.

The main current problem for tenants in the cases of the rental housing without public task is the refusal of the landlords to conclude the housing lease contract because the avoidance of paying taxes. In such situations the problem is that tenants have difficulties to protect their legal rights.

- Significance of different forms of rental tenure

In Lithuania we could distinguish two main regulatory types of tenure:

- commercial rental housing and
- social rental housing.

- Private renting

This is the subject of the regulation, which is mentioned in the Civil Code of Lithuania. There are no special requirements for landlords and tenants, but there are special rules to protect the tenants. It is difficult to carry out State surveillance of this type of leasing as there are a lot of illegal activities in purpose to avoid taxes.

This type of tenure occupies 9 per cent of the dwelling stock market. It should be noted that this data could be inexact because landlords seek to avoid taxes and they hide their rental housing activities.

In the commercial-professional rental housing market of the Republic of Lithuania these subjects play the most important role:

- natural persons who provide rental housing services;
- legal persons who provide rental housing services.
- “Housing with a public task” (e.g. dwellings offered by housing associations, public bodies etc.)

In Lithuania rental tenures with a public task are called social housing: non commercial, municipality owns living premises that are rented based on the governmental order.

This type of tenure has the public interest element. It has special purposes – to provide State aid to supply residential accommodation for low – income people

(families). This type of rental housing is regulated by the Civil Code (there are established requirements for the lease contracts) and the special law – the Law on the Lithuanian state support for housing purchase or lease and apartment buildings renovation (modernization) (there are established special requirements for the tenants). Such type of lease is strictly controlled by the State and Municipalities.

This type of tenure takes 3 per cent of the dwelling stock market. This number should increase because the number of people (families) who need social housing is increasing and one of the State's housing policy aims is also to increase the amount of social housing.

In the largest cities of the Republic of Lithuania (Vilnius, Kaunas, etc.) there are common lodging-houses (hostels for homelessness) – local social service institutions of Municipalities with a purpose to provide temporary shelter and integrate socially vulnerable people into the society. These hostels provide only temporary accommodation services, however it is not related with a social housing.

- 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)

Some general recommendations to foreigners on how to find a rental home:

1. It is recommended to foreigners to rent dwelling through the real estate agencies or agents, because they know the rental housing market very well and could propose the best dwelling for the specific tenant. Moreover real estate agencies and agents conclude the dwelling rent contract, which is very important for the protection of the tenant's rights;

2. It is not recommended to foreigners to rent dwelling from the natural person, because the natural persons avoid concluding rental contracts regarding the avoidance of the taxes. In the cases when the contract is not signed, the tenant's rights are not clearly defined and the landlord can abuse the tenant's rights. Also the natural persons can consider that the foreigner tenant does not know well (or at all) local rental market, so the foreigner could be cheated by offering him the excessive rental price or by concealing the facts from him about the dwelling, its location etc.;

3. First of all it is necessary to ask the landlord to show the documents which prove the landlord's right to rent the dwelling (for example, the documents which prove the rights of ownership or the rights of possession of the dwelling, the power of attorney to rent the dwelling, etc.);

4. It is recommended to discuss in detail the provisions of the contract, for example, the rent time, the rent payment (the sum of payment, the sum of deposit, the periodicity of the payment), the question of keeping pets in the dwelling, the payment of the communal services, margin responsibilities of the landlord and of the tenant, the conditions of the contract withdrawal and termination, etc.;

5. It is recommended to foreigners to consult on dwelling rent with other foreigners or friends who live in the Republic of Lithuania.

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

1. In cases when there is no rent contract, the protection of tenant's rights become difficult and the landlord can abuse on this fact.

2. The parties of rent contract do not establish clearly necessary conditions of rent contract.

3. The tenants often do not know if the landlord has the rights to rent the dwelling, i.e. if the landlord is the legal owner or possessor of the dwelling.

4. The tenants often do not know if the dwelling is fit for residence, for example, tenants do not demand to landlord to represent the certificate of energy saving.
  5. The Government of the Republic of Lithuania still do not adopt maximum lease payment.
  6. There is no legislation about the minimum and maximum levels of brokerage fee of real estate agents.
- Compile a very brief section of “*Important legal terms related to tenancy law*” by quoting their original in the national language

#### **Important legal terms related to tenancy law in the Republic of Lithuania**

<b><u>Lithuanian term</u></b>	<b><u>Translation into English</u></b>
Lietuvos Respublikos civilinis kodeksas	The Civil Code of the Republic of Lithuania
Būstas	The dwelling, the housing
Būsto nuoma	Lease (rent) of dwellings
Būsto subnuoma	Sublease of a dwelling
Komercinė būsto nuoma	The commercial housing rent
Socialinio būsto nuoma	The social housing rent
Nuomotojas	The landlord
Nuomininkas	The tenant
Nuomos sutartis	The lease contract, the rent contract
Nuomos sutarties sąlygos	The rent contract's conditions
Nuomininko teisės	The rights of the tenant
Nuomininko pareigos	The obligations of the tenant
Nuomotojo teisės	The rights of the landlord
Nuomotojo pareigos	The obligations of the landlord
Nuomos sutarties terminas	Duration of the contract
Sutarties pripažinimo negaliojančia ir niekine pagrindai	Grounds for acknowledgement of a contract null and void
Nuomininko	Priority right of the tenant in renewing the

pirmumo teisė atnaujinti nuomos sutartį	contract of lease
Nuomos mokestis	Payment of lease
Mokestis už komunalines paslaugas	Payment for cold and hot water, electric energy, gas, heating and public utilities (disposal of garbage, lifts, cleaning of premises of communal use and territory, etc.) usually paid by the tenant
Rankpinigiai	Deposit
Nuomos sutarties pabaiga	The termination of rent contract
Nuomos sutarties nutraukimas	Dissolution of the rent contract
Nuomos sutarties pakeitimas	Modification of the rent contract
Iškeldinimas	Eviction
Einamasis būsto remontas	Maintenance of the dwelling
Kapitalinis remontas	Capital repair of the dwelling
Nuomininko šeimos nariai	Members of the tenant's family
Gyvūnai	Pets
Ginčai	Disputes

## **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?

There are some provisions in the Civil Code which restrict the landlord's freedom of contract. For example, the landlord shall have no right to refuse conclusion of the a contract of lease of a dwelling with a person, or to prolong it, or to impose more onerous conditions on the tenant for the sole reason that the person concerned is a pregnant woman or has minor children, with the exception of cases where such refusal is justified by the size of the dwelling or by the arrest thereof.

In the Lithuania there are recognized national and European Union antidiscrimination issues by restricting choice of the tenant. These antidiscrimination issues are fixed in the Law of the Republic of Lithuania on the Equal Opportunities and in the Law of the Republic of Lithuania on Equal Opportunities of Women and Men. The first one

forbids to discriminate people considering sex, race, nationality, language, origin, social status, religion and the second one forbids the discrimination concerning the sex. It should be noted that this is only general rule and there are no of specific antidiscrimination rules on dwelling lease.

The discrimination is also forbidden by the Article 25 of the Constitution of the Republic of Lithuania (it is forbidden to exclude people considering sex, race, nationality, language, origin, social status, religion, and creed) and by the European Convention on Human Rights which is the part of the Lithuanian law.

Status as a foreigner, student, unmarried partner, or person with a short-term work contract could not be the legal ground refusing to sign the dwelling lease contract but the status is important to determine the provisions of the contract, for example, from the tenant with a short-term work contract the landlord likely can ask to pay a deposit, etc.

- 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?

Questions with discriminative content and purposes are no allowed, i.e. the questions considering sex, race, nationality, language, origin, social status, religion, and creed. However, in practice discriminative questions can be asked. The tenant has always the right to refuse to answer to the discriminative questions.

Tenant has no right to lie and in case tenant lies, the landlord has right to terminate the contract in following situations: to questions concerning the number of his/her family members, questions concerning age and number of children, questions about co-habitants etc.

- 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)?

In the Republic of Lithuania “reservation fee” could be usable in the process of the public tender. According the Civil code of the Republic of Lithuania the person who wants to participate in the public tender must pay fee which is not reimbursed.

- 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)?

Usually the landlord checks about tenant’s social and financial status: age and gender of tenant, marital status, number of family members, number of children, state of health of tenant and his family members and their diseases, previous conviction(s) of tenant or his family members, profession of tenant and his position, domestic animals of tenant, his salary, credits and debts, permanent work. It should also be noted that there is almost no possibility for the landlord to collect the information about the tenant from other legal sources because such information is prevented by the Law on Legal Protection of Personal Data. However, it is possible to get some kind of information from non-official sources. For example, information about the debts of the person can be collected from the register of debtors, which is recorded and stored by the creditor companies, for example, “Mano CreditInfo”, “SAIA”, “InfoBankas”.

- 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?

The real estate agents who are acting in the dwelling rent market provide appropriate services for both landlords and tenants. For tenants they help to find the dwelling according to tenant's needs and requests and his financial situation. For landlords they help to rent the dwelling for faithful and responsible tenants and also help to get the best rental fee. The real estate agents also prepare rental contracts.

It should be noted that in Lithuania there is not much people who choose the services of real estate agents in the dwelling rental market. People prefer to rent dwelling without agents because of the two main reasons. First, they do not want to pay fee to the agent. Second, they would like to avoid of paying taxes. If contract is concluded via real estate agent who work in most cases only with legal and official contracts between landlord and tenant, the tenant has to pay taxes to the budget.

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

In Lithuania there are no public blacklists of “bad landlords/tenants”. The real estate agents and agencies have such blacklists but they do not publish such blacklists because it is unlawful and it is violation of the personality rights. They only could give and advice to the clients privately based on blacklists of “bad tenants” or “bad landlords”. So these blacklists are non-public and therefore do not constitute the matter of data protection.

## **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)?

The necessary requirement for the valid conclusion of the rental contract is an agreement in essential terms of the contract. The form of the contract has an importance for the validity or non-validity of the contract only in the cases indicated by the laws.

Lease contracts which are listed below must be in written form to be valid:

- (i) if the landlord is the state, municipality or a legal person;
- (ii) if contract of lease of a dwelling is concluded for a fixed-term, irrespective of who is the landlord.

Rental contracts of a dwelling may be invoked against third persons only if the contracts were registered in the Public Register within the procedure established by the law. Rental contracts of a dwelling are registered only in one register – the Real Property Register (Nekilnojamojo turto registras).

There is no fee provided by law for the conclusion of the contract. Also in practice contracting fees are not demanded by landlords to cover the costs of the conclusion of contract.

- What is the mandatory content of a contract?



Under the Articles 6.159 and 6.181 of the Civil Code for the valid conclusion of the contract it is sufficient that the both parties of the contract have civil active capacity and they agree on fundamental conditions of the contract. The form of the contract has an importance for the validity of the contract only in cases indicated by the laws (the Part 2 of the Article 1.93 of the Civil Code). The Article 6.579 of the Civil Code does not indicate that the noncompliance of the form of the dwelling rent contract makes this contract invalid. So where any dispute arises upon the fact of forming or performance of a transaction which fails to meet the necessary requirements for its ordinary written form, the parties lose the right to use testimony of witnesses as evidence to prove the facts indicated above (the Part 2 of the Article 1.93 of the Civil Code).

Under the Article 6.579 of the Civil Code contracts of lease between natural persons may be formed orally.

Only in written form can be formed these contracts of lease:

- (i) in the event where the lessor is the state, municipality or a legal person;
- (ii) a fixed-term contract of lease of a dwelling irrespective of who is the lessor.

It should be noted that Municipalities (the cities' Councils) have confirmed the typical forms of the social housing lease contract.

- Which data and information must be contained in a contract?

A contract of lease of a dwelling shall include the following data: the address of the leased premises, number of rooms or any other premises, dwelling space, engineering (technical) installations which are in the premises, the appurtenances and the conditions for the use of common premises, amount of the lease payment and periods for this payment, procedure for the payment for public utilities.

At the time of concluding a lease contract of a dwelling, the landlord shall be obliged to submit to the tenant a copy of the by-laws of the dwelling-house condominium or any other document establishing the requirements for the care, use and maintenance of common premises and other rules. A copy of this document shall be an inherent part of a lease contract of a dwelling. The landlord must transfer to the tenant the energy performance certificate of building or its part or a copy of it.

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

A lease contract of a dwelling may be concluded for an indeterminate term or for a fixed term. A written lease contract shall be deemed to be concluded from the date of its signature by the parties, while an oral contract shall become binding from the day when the parties agree on the conditions of the contract or a permission to take residence in the premises concerned is given.

There is no mandatory minimum duration for limited in time contracts, but there is mandatory maximum duration – in all cases the period of lease may not exceed one hundred years.

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

These indications regarding the rent payment must be contained in the rent contract: the amount of the lease payment and periods for this payment, procedure for the payment for public utilities, the manner of rent payment (via bank transfer or in

cash).. The landlord shall have no right to demand the payment of lease in advance, with the exception of the lease payment for the first month;

- 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?

In Lithuania a tenant has a duty with regard to maintenance of a leased thing: the tenant shall be obliged to maintain the leased thing in a proper state and to bear expenses for the maintenance of this thing and to make its current repair at his own expense unless otherwise provided for by laws or the contract. Is it lawful and usual to shift the costs for minor maintenance works and cosmetic works to the tenant?

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

The landlord must provide only a fit for residence dwelling house or its part, a separate apartment or an isolated dwelling consisting of one or several rooms with related non-residential premises.

Furnishings and/or major appliances are the subject of the concrete lease contract: if the parties agree on some furnishings and/or major appliances in the dwelling, the landlord must provide it. But if there are no such conditions, the tenant could not require provide furnishings and/or major appliances. There are no requirements in law concerning major appliances (toilet, one bathtub or shower and a kitchen or a kitchenette etc)

It should be noted that in the Article 6.605 of the Civil Code it is stated that the tenant of a dwelling of state, municipalities and legal persons and his family members may modify and change the plan of the dwelling and non-residential premises only upon written permission of the landlord and the consent of the family members of full age residing together, likewise upon that of any other interested persons whose rights and lawful interests may be violated in the course of executing modification and change of plan of the dwelling and non-residential premises. In the event of disagreement between the tenant, his family members and other interested persons, the dispute may be resolved within judicial proceedings.

- 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)?

Yes, the tenant is advised to have an inventory made so as to avoid future liability for losses and deteriorations. In practice the tenant and the landlord often concludes the certificate of transfer-acceptance of the dwelling (appendix of the dwelling rental contract in which the dwelling state, number of rooms, furnishing, etc. are registered

- oAny other usual contractual clauses of relevance to the tenant

Usual contractual clauses of relevance to the tenant are the following:

- clause about the right of family members to move in an apartment together with the tenant;
- clause of priority right to conclude the contract for the next period;
- clause about the right to modify and change the plan of the dwelling and non-residential premises;
- clause about the right of the landlord to inspect the dwelling;

- clause about the right of the tenant to sublease the dwelling;
- clause about the right to modify and change the plan of the dwelling and non-residential premises;
- clause about the priority right of the tenant in renewing the contract of lease.

- 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.)?

Members of the tenant's family are allowed to move in an apartment together with the tenant.

The members of the tenant's family are: the spouse (cohabitant), their minor children, parents of the tenant and those of the spouse residing together with the tenant; children of full age, their spouses (cohabitants) and grandchildren of the tenant shall be attributed to his family members in the event of their maintaining common household with the tenant; guardians and those under guardianship, having taken residence in the dwellings of their guardian or person under guardianship shall not acquire the rights of a member of the family of the guardian or person under guardianship; close relatives, other dependents who have resided with the tenant, his family members or with any one of them at least for a period of one year and have maintained common household, may be acknowledged family members of the tenant under judicial proceedings.

The family members of the tenant of a dwelling shall have the same rights and duties arising from the lease contract of a dwelling as the tenant himself.

Having agreed among themselves and having accordingly informed the landlord beforehand, the tenant and his family members may allow temporary gratuitous occupancy in the dwelling in their use to other persons (temporary dwellers) without forming a contract of sublease.

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

There is no direct tenant's obligation to live in the dwelling. But this obligation can be derived from the concept of a contract of lease of a dwelling: under a contract of lease of a dwelling, the landlord shall undertake an obligation to provide for payment the tenant with dwellings for temporary possession and use for residence, while the tenant undertakes an obligation to use the premises in accordance with their designation, to use the leased thing in such a way as not to hinder the use of that thing by other lawful users and pay the payment of lease. It should also be noted that the tenant of a dwelling upon written consent of all the family members residing together with him as well as that of the landlord shall have the right to sublease the dwelling. It is obvious that in such cases tenant is not obliged to occupy the dwelling. The landlord can not use remedies in cases where the tenant is not using the dwelling.

- 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 (and equivalents such as separation of non-married couples) or in case of separation of the adult family member an adult member of the family of the

tenant and a former member of the family have the right to conclude a separate lease contract of a dwelling (to divide the apartment) if the landlord, the tenant and other family members of full age do not object. Such family member, taking in regard the part of the dwelling area attributable to him may lease a separate isolated dwelling premise. In such event, separate lease contracts of dwellings shall be concluded with every tenant. The tenant, his family members of full age or former family members may determine the order and conditions for the use of the leased dwelling without modifying the lease contract.

Under Paragraph 3 of Article 3.86 of the Civil Code in cases when the spouses rent a family dwelling, the court may transfer the tenant rights to the spouse with whom the children will live or the spouse who lacks earning capacity.

Article 3.235 of the Civil Code states that having regard to the duration of cohabitation, the interests of the minor children of the cohabitees, the age, health, financial situation of the cohabitees and other important circumstances, the court shall have a right to award the use of the rented dwelling place to the cohabitee who is in greater need of the dwelling place. Having regard to the circumstances of the case, the court may obligate the cohabitee who has been awarded the right to use the rented dwelling place to pay compensation to the other cohabitee for the expenses related to the search for and movement to another dwelling place.

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

In case when apartments are shared among students, a student moving out may be replaced by motion of the other students if this possibility is indicated in the procedure of granting a hostel dwelling which is confirmed by the decision of the managing bodies of the institutions of science and learning.

- death of tenant;

In case of death of tenant upon the agreement between the family members of the tenant, the lease contract of a dwelling may be changed in the event of the tenant's death where his family members continue to occupy the leased dwelling, and inform the landlord accordingly within two months after the tenant's death. The family members have right to demand the replacement of the contract.

- bankruptcy of the landlord;

In the event of the right of ownership to a dwelling having passed from the landlord to another person, the contract of lease of a dwelling shall remain valid in respect of the new owner if the contract of lease of a dwelling was registered in the Public Register. According to the Law on the bankruptcy of natural persons of the Republic of Lithuania the administrator of bankruptcy revises all the person's contracts and decides if the contracts must be continued or must be terminated.

- 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?

The tenant of a dwelling have the right to sublease the dwelling only upon written consent of all the family members residing together with him as well as that of the landlord (two permissions are needed). The contract for the sublease of a dwelling may be formed both in written and oral form, and for fixed or indeterminate term, though the duration of the sublease contract may not be longer than the duration of the lease contract and it must end together with main contract.

The payment for the sublease of a dwelling shall be determined upon the agreement of the parties.

Upon the termination of the period of sublease, the subtenant shall have no priority for a renewal of the contract and shall have upon the demand of the tenant to vacate the premises held under the lease contract. In the event where a contract of sublease is formed without a term being fixed, the tenant shall be obliged to notify the subtenant three months in advance about the dissolution of the contract of sublease. In the event of the refusal of the subtenant to vacate the dwelling, the subtenant shall be evicted under judicial proceedings without another dwelling being granted to him. Upon concluding a sublease contract of, the tenant shall continue to be liable towards the landlord under the contract of lease. Upon termination of a contract of lease of a dwelling, a contract of sublease shall also terminate at the same time.

There are cases when the landlord (landlord) is acting as a sublandlord and offers for tenant a sublease contract instead of the lease contract, because the subtenant has less rights than the tenant, for example, the sublease contract must terminate when lease contract is terminated, the subtenant do not have the priority for a renewal of the contract, etc., and it is favorable for the landlord.

This phenomenon can be counteracted in only way: the tenant should conclude only lease contract, but not sublease.

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

If the right of ownership of a dwelling have passed from the landlord to another person, the lease contract of a dwelling shall remain valid in respect of the new owner, providing the lease contract of a dwelling was registered in the Public Register within the procedure established by laws.

- 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?

The landlord is obliged to ensure proper use of the dwelling house in which the leased dwelling is situated, to grant or to ensure that the necessary utilities specified in the lease contract are granted to the tenant for payment, guarantee the repair of the common property of an apartment house and of the devices for rendering utility services situated in the dwelling house. So the duty to conclude the contracts of supply falls on the landlord.

It should be noted that the Supreme Court of the Republic of Lithuania (Decision of the Supreme Court of Lithuania in the civil case No. 3K-3-185/2009 (14 April 2009)) has stated that a person who is a tenant and wants to have electricity in a dwelling for his personal, family and household needs, is to be regarded as a consumer of electricity, and therefore as the weaker party has a statutory consumer rights. The essential requirement for a person who wants to enter into purchase and sale agreement is to have electricity-consuming devices (internal network) connected to the electricity supply network and metering devices. If such requirements are fulfilled, the electricity supplier must enter into purchase and sale agreement, regardless of whether a person is an owner of a dwelling or not.

It should be noted that this statement applies also to other utilities.

The tenant has a right to conclude the contract for supply of utilities on his name when he has the power of attorney of the landlord to conclude such contract.

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

The issues of payment for cold and hot water, electric energy, gas, heating and public utilities shall be determined upon the agreement of the parties.

According to the regulation of the Civil Code the tenant is charged from paying for these utilities: cold and hot water, electric energy, gas, heating and public utilities (disposal of garbage lifts, cleaning of premises of communal use and territory, etc.).

As the tenant has a duty to pay for utilities, in the case of increase of prices for utilities the tenant must pay the increased price.

As the landlord has a duty to conclude the contracts of supply, in the case of - disruption of supply he has duty to carry of restoring of supply.

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

The issues of payment for taxes levied by local municipalities for the provision of public services (e.g. for waste collection or road repair) shall be determined upon the agreement of the parties. In the practice such taxes are usually paid by the tenant.

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

The tenant is usually responsible for paying public utilities: disposal of garbage lifts, cleaning of premises of communal use and territory, etc.

- Deposits and additional guarantees

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

Under the Paragraph 5 of the Article 6.583 of the Civil Code the payment for the first month is usual and lawful amount of a deposit, but in practice often the landlord ask to pay more than the payment for the first month. These actions are unlawful.

If the lawful deposit is not paid, the landlord has a right to terminate the contract.

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

There are no special requirements for the landlord actions in managing the deposit (there are no requirement to hold the money in the bank account).

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

Additional guarantees or a personal guarantor are lawful but they are not usual.

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

According the Civil Code the performance of obligations may be secured in accordance with a contract or laws in the form of penalty, pledge (hypothec),

suretyship, guarantee or earnest money, or any other forms resulting from the contract.

In the legal relationships of the lease the secure of the performance of obligations is not usual and usable.

In general in the Republic of Lithuania a guarantee is an unilateral obligation of a guarantor by which he binds himself within the sum indicated in the guarantee to be liable fully or in part towards another person (creditor/landlord) if a person (debtor/tenant) fails to perform the obligation, or performs it improperly; the guarantor also binds himself to compensate the creditor/landlord for damages under certain conditions (when the debtor/tenant becomes insolvent, and in other cases). The guarantor shall be subsidiary liable. In the case of the contract of suretyship the surety binds himself to be liable towards the creditor of another person gratuitously or for a remuneration in the event where the person in whose favour suretyship is granted fails to perform the obligation in whole or in part.

### **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)?

The dwelling must maintain these requirements:

- mechanical resistance and stability;
- fire safety;
- hygiene, health and the environment;
- safe use;
- protection against noise;
- energy-saving and heat preservation;
- use of premises fit for purpose, registered with the Real Estate Cadastre;
- to maintain an aesthetically pleasing home environment and its appearance;
- do not disturb the living and operating conditions of third parties.

If the dwelling does not correspond to these requirements it can be stated that the dwelling has appropriate defects.

- 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)

The landlord shall be liable for defects of the thing leased out which wholly or partially

obstruct the use thereof for its designation even in those instances where the landlord was not aware of those defects at the time of concluding the contract. The landlord shall not be liable for those defects of the leased thing which were stipulated by him when concluding the contract or which should have been known to the tenant, or which should have been noticed by the tenant without any additional inspection when concluding the contract or delivering the thing, but which were not discovered through his own gross negligence.

In the event of discovery of such defects, the tenant shall have the right at his choice:

- 1) demand from the landlord either elimination of those defects without compensation or a commensurate reduction of the lease payment, or compensation of the expenses of the tenant incurred in the elimination of the defects;
- 2) withhold the amount of expenses incurred for the elimination of defects from the lease payment if the landlord was informed of this in advance;
- 3) demand the dissolution of the contract before time.

The landlord who is informed about the demands of the tenant or about the latter's intention to eliminate the defects of the thing at the expense of the landlord shall have the right to replace the leased thing of inferior quality with another analogous thing of proper quality or to eliminate the defects of the thing himself without compensation.

In the event where after the satisfaction of the demands of the tenant or after the withholding of expenses for the elimination of defects from the lease payment damages caused to the tenant are not fully compensated, he shall have the right to demand the reparation of the uncompensated part of the damages.

The tenant shall have the right to bring an action to a court for dissolution of a contract of lease before time, if the thing transferred has defects which were not stipulated by the landlord and were unknown to the tenant and which render the thing impossible to be used in accordance with its designation and the conditions of the contract.

Also it should be noted that the tenant is lawful possessor of the dwelling so he has the right to claim negatory claim if third persons impede the possession of the dwelling.

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

The landlord shall be obliged to make capital repair at his own expense of the leased thing unless otherwise provided for by laws or the contract (for example, is legal to agree that the tenant will make capital repair).

Violation by the landlord of this shall vest the tenant with the right, upon obtaining the authorization of the court, to make the capital repair and to recover from the landlord the price of the repair, or to withhold it from the lease payment, or to dissolve the contract and claim damages caused by failure to perform the contract. In this event the tenant shall be bound to submit to the landlord the estimate and account of the work of capital repair.

The tenant whose right to use the leased thing is restricted shall have the right to obtain reduction of the lease payment, to demand compensation, or to apply for the dissolution of the contract of lease.

- Does a tenant have the right to make repairs at his own expense and then deduct the repair costs from the rent payment?



Yes, as it was mentioned above a tenant has the right to make repairs at his own expense and then deduct the repair costs from the rent payment.

- Is the tenant allowed to make other changes to the dwelling?

The general rule is that the tenant and his family members may modify and change the plan of the dwelling and non-residential premises only upon written permission of the landlord and the consent of the family members of full age residing together, likewise upon that of any other interested persons whose rights and lawful interests may be violated in the course of executing modification and change of plan of the dwelling and non-residential premises. The tenant may claim for reimbursement if he has carried out for instance necessary renovation works or repairs which correspond to the landlord's interests and will, but to which he has not been instructed by the landlord.

- In particular, adaptations for disability (e.g. building an elevator, ensuring access for wheelchairs etc.)

The tenant can make adaptations for disability only upon written permission of the landlord and the consent of the family members of full age residing together. There are no any court practice on what grounds landlord may refuse to give consent.

- Affixing antennas and dishes

The tenant can affix antennas and dishes only upon written permission of the landlord and the consent of the family members of full age residing together. There are no any court practice on what grounds landlord may refuse to give consent.

- Repainting and drilling the walls (to hang pictures etc.)

The tenant can repaint and drill the walls only upon written permission of the landlord and the consent of the family members of full age residing together. There are no any court practice on what grounds landlord may refuse to give consent.

- 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

Usually a tenant is allowed to keep pets (in accordance with the requirements of the Law on the animals care, keeping and use of the Republic of Lithuania), to receive guests, to smoke in the dwelling. But the contract of lease may include the clauses which prohibit to keep pets or to smoke in the dwelling.

Tenant's actions like commercial uses of dwelling, removing an internal wall, fixing pamphlets outside are not in accordance with the rent contract and designation of the thing, also these actions create such conditions which render it impossible for other persons who reside together or in the neighbourhood to lead normal life and these uses of dwelling are forbidden.

### **3.2. Landlord's Rights**

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

Rent control mechanism is carried out by contract's parties and courts. Firstly, this mechanism is realized when the landlord establishes rent payment amount, because he must verify if his chosen rent payment's amount do not exceed the reasonable lease payment.

The tenant who is consumer may use the special legal norms which protect the rights of consumers.

Ultimately, the parties can apply to the courts with demand to assess the rent payment amount. The courts could decide that rent payment amount is appropriate or non-convenient and in such a way could carry out the rent payment control mechanism. Usually courts apply the legal standard that the dwelling's rent payment must be the same as the rent payment of the identical or very similar dwelling.

It should also be noted that the state does not control rental sector, except insofar as it is related to tax payments. State Tax Inspectorate monitors only if landlord pays income tax.

- 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?

The contract of lease of a dwelling may provide for a modification of the amount of lease payment upon the agreement of the parties, but not more often than once a year. The clauses of a lease contract of a dwelling providing the landlord with the right to unilaterally perform modification of the lease payment or to demand such recalculation before the expiry of a twelve-month period from the date when the contract was formed or more often than once a year shall be null and void.

- Is there a possible cap or ceiling (fixed by statute or jurisprudence), which determines the maximum rent that may be charged lawfully?

In the Civil Code of the Republic of Lithuania it is settled that rent payment cannot exceed the maximum lease payment determined in accordance with the procedure established by the Government, but the Government still has not adopted the Resolution on this question.

So there is no cap which determines the maximum rent that may be charged lawfully.

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

Rent can be increased only upon the agreement of the parties. The landlord cannot increase rent ex-parte, only if such right is determined in the lease contract of a dwelling. The court practice formed the rule that the increase must be in accordance with the usual level of rent in similar dwellings.

The tenant shall be obliged to pay the lease payment on time. Unless otherwise provided for by laws or the contract, the tenant shall have the right to demand a commensurate reduction of the lease payment if due to circumstances for which the tenant is not responsible, conditions of the use of the thing established in the contract or the state of the thing have essentially got worse.

- Entering the premises and related issues

- Under what conditions may the landlord enter the premises?

The landlord shall have the right without interfering with rights of the tenant to check if the tenant uses the leased thing in a proper way. In addition, the landlord shall have the right to show the leased thing to a prospective tenant or acquirer.

The tenant must make suitable conditions for exercise the duty of the landlord to make capital repair of a leased thing. According to the Article 6.492 of the Civil Code the tenant shall be obliged to provide for all the conditions necessary for the proper performance of the duty of the landlord to make capital repair of the leased thing.

The tenant whose right to use the leased thing is restricted shall have the right to obtain reduction of the lease payment, to demand compensation, or to apply for the dissolution of the lease contract.

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

The landlord is allowed to keep a set of keys to the rented apartment because he has the right without interfering with rights of the tenant to check if the tenant uses the leased thing in a proper way and the right to show the leased thing to a prospective tenant or acquirer.

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

There is a general rule, that the tenant can be evicted from the renting dwelling if he (she) violates the lease contract.

If the tenant regularly (at least for three months unless a more extended period is provided for in the contract) fails to pay the lease payment or the payment for public utility services, or if the tenant, his family members or other persons residing together with him destroy or damage the dwelling or use it for other than its designation, the lease contract may be dissolved and the persons concerned may be evicted from the dwelling without other dwelling being provided. If the tenant, his family members or other persons residing together with him create by their improper behaviour such conditions which render it impossible for other persons who reside together or in the neighbourhood to lead normal life, they may be evicted upon the request of the landlord or the latter persons without other dwelling being provided.

There are no special rules about the right to cure.

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

Under the general rules of the Civil Code the creditor has a right to withhold the thing until the debtor will execute his duties. So the landlord legally can withhold a tenant's personal property in the rented dwelling until a tenant pays his debts.

#### **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?

The tenant of a dwelling has the right to dissolve the contract of lease by warning the landlord in writing a month in advance if the contract is open ended.

- 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 contract with a fixed term shall be terminated upon expiry of its time-limit unless it is renewed by the parties by entering into a new agreement.

The tenant has the right to bring an action to a court for termination of a lease contract before time, if:

- 1) the landlord fails to carry out the repair he is obliged to;
- 2) the thing by virtue of circumstances for which the tenant is not liable becomes not fit for use;
- 3) the landlord fails to transfer the thing to the tenant or hinders the use of the thing in accordance with its designation and the conditions of the contract;
- 4) the thing transferred has defects which were not stipulated by the landlord and were unknown to the tenant and which render the thing impossible to be used in accordance with its designation and the conditions of the contract;
- 5) there exist other grounds provided for by the lease contract.

The termination will be valid only after court decision which mean that no unilateral termination is valid.

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

There are no preconditions to the implementation of the tenant's right to terminate the contract. But it should be noted that the previous tenant in proposing the new tenant can avoid the claim on no-received landlord's income if the previous tenant interrupted the time-limited dwelling's rent contract before the time without any legal grounds.

##### **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)?

A lease contract of a dwelling for indeterminate term in respect of premises leased on commercial grounds may be dissolved upon the demand of the landlord with a written warning issued to the tenant six months in advance. The causes of termination (e.g.

the landlord needs the house for himself or wants to renovate and use it differently in the future) in this case are not important. The landlord simply demands in advance to terminate the lease contract.

- Must the landlord resort to court?

When the landlord wants dissolve the lease contract and evict the tenant because the tenant breaches the contract, the landlord must apply to the court unless the parties determined in the lease contract the right to terminate the lease contract unilaterally without applying to the court.

If the tenant regularly (at least for three months unless a more extended period is provided for in the contract) fails to pay the lease payment or the payment for public utility services, or if the tenant, his family members or other persons residing together with him destroy or damage the dwelling or use it for other than its designation, the contract of lease may be dissolved and the persons concerned may be evicted from the dwelling without other dwelling being provided if the tenant, his family members or other persons residing together with him create by their improper behaviour such conditions which render it impossible for other persons who reside together or in the neighbourhood to lead normal life, they may be evicted upon the request of the landlord or the latter persons without other dwelling being provided.

The landlord shall have the right to demand dissolution of the contract of lease before time only after having sent a written warning to the tenant about the necessity to perform the obligation or eliminate violations within reasonable time.

A contract of lease of a dwelling of indeterminate term in respect of premises leased by legal and natural persons on commercial grounds may be dissolved upon the demand of the landlord with a written warning issued to the lessee six months in advance.

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

The eviction of natural persons from the dwelling premises may be executed exclusively upon judicial proceedings, except in the cases of eviction executed with the sanction of the public prosecutor.

If there is a justifiable reason, the court, the prosecutor who has given sanction to evict, as well as higher-ranking prosecutor upon the application of persons concerned or the bailiff's application has the right to postpone the eviction. For example, under Article 768 of the Civil Procedure Code of the Republic of Lithuania Article (Eviction from residential premises by a prosecutor's sanction) upon presence of sound reasons, the court, public prosecutor who rendered eviction sanction as well as the senior public prosecutor may postpone eviction at a petition of persons concerned or the bailiff.

Under Article 769 of the Civil Procedure Code in accordance with the court judgment, only persons indicated in the enforceable instrument shall be evicted from residential premises together with property belonging to them. The debtor shall be notified on the time of eviction in writing at least five days in advance. When minor children shall be evicted without provision of other residential premises, the bailiff must notify the state institution for protection of the child's rights in writing on the time and place of eviction latest five days in advance. Eviction normally takes place in the presence of the evictee.

- Under what circumstances may the landlord terminate a tenancy before the end of the rental term?

The landlord shall have the right to bring an action into a court for the dissolution of a contract of lease before time, if:

- 1) the tenant uses the thing in violation of the contract or not according to the designation of the thing;
- 2) the tenant intentionally or through negligence worsens the state of the thing;
- 3) the tenant fails to pay the payment of lease;
- 4) the tenant fails to perform capital repair in those cases where the laws or the contract obligate him to do so;
- 5) there exist other grounds provided for by the contract of lease.

The landlord shall have the right to demand dissolution of the contract of lease before time only after having sent a written warning to the tenant about the necessity to perform the obligation or eliminate violations within reasonable time. However the tenant after reception of such warning failed within reasonable time to perform the obligation or to eliminate the violations.

- Are there any defences available for the tenant in that case?

In that case the tenant can argue in the court that he executed suitably all his contractual duties. The tenant has the right to bring a counter-claim against the landlord and try to prove his fault.

- 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 regular end of the tenancy or does not hand in (all) the keys of the dwelling, the landlord can apply to the court upon judicial proceedings for eviction of the tenant. If the landlord will not apply to the court the rent will be claimed on the bases of unjustified enrichment.

#### **4.3. Return of the Deposit**

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

The right of the landlord to demand the deposit is restricted by the sum of rental payment for one month.

There is no time frame for the returning a security deposit, but the landlord must return the tenant's deposit when the lease contract of the dwelling is terminated. It should be noted that the security deposit is usually included into the rental payment.

- 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?

There are no special requirements for allowed uses of the security deposit by the landlord. In the cases when the tenant breaches contract, the landlord can make a deduction from deposit for damages.

#### **4.4. Adjudication of Disputes**

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

The disputes, which arise from the tenancy relationship, are judged in courts of general jurisdiction.

Hence there is no special jurisdiction for the tenancy disputes. Possibilities of appeal in the disputes, which arise from the tenancy relationships, are ordinary, there are no any particularities.

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

There is no accelerated form of procedure used for the adjudication of tenancy cases.

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

The parties firstly try to carry out their disputes voluntary. When the lease contract of a dwelling is not concluded the parties, especially the landlord, avoid revealing the fact of the lease's legal relationships so they try to negotiate. When the lease contract of a dwellings concluded commonly there is a provision about the solution of disputes which indicates that firstly the parties must negotiate and if they do not agree during the appropriate period when they can appeal to the court.

## **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?

The Law on the Lithuanian state support for housing to purchase or lease and apartment buildings renovation (modernization) (hereinafter – the Law) set two forms of state support to individuals and families **who have a permanent residence in Lithuania**:

- 1) municipal social rented housing and
- 2) support for housing purchase and construction (reconstruction).

Low-income persons (families) may apply to the local municipality for social housing. Families and individuals in accordance with the provisions of the Law, entitled to the municipal social housing or the improvement of the conditions, upon written request, recorded in the municipal executive authority by a person in need or in cases of family by one of the spouses. The request must be recorded to the municipality of the declared place of residence, if the person does not have a place of residence, to the municipality in which they live. Along with the application, additional documentation proving entitlement to social housing or improvement of their housing conditions has to be provided.

Since 1 January 2003 (when new redaction of the Law came into force), the family and individuals, which meet the criterias provided for in the Law, can take advantage of the opportunity to receive state-sponsored mortgage loan and take advantage of the support. They are granted to pay part of the mortgage loan, if they've got the state-sponsored housing loan from banks in accordance with the municipal state-backed mortgage loan limit<sup>1</sup>.

In 2012 the state began to subsidize purchase of lower-income people's first home. All residents have the right to state support for housing and right to apply for state-sponsored housing credits.

Government-supported mortgage loans are designated for socially disadvantaged people with housing needs. State is obliged to return to the Bank of 10 to 20 per cent of the amount of the loan, when persons are eligible for the State support according to the Law. The loan can be granted:

- to buy or built the dwelling if the property of the dwelling will be transferred to the borrower in 2012;
- for house construction;
- for dwelling reconstruction;
- for dwelling adaptation for needs of the disabled.

Loans are rendered in Lithuanian litas and euros. The maximum term of a mortgage – 40 years, minimum – 5 years.

Such loans shall not exceed:

- 52133 in euros – for a single person with no family;
- 86899 in euros – for family of two or more people;
- 34754 in euros – for housing reconstruction, as well as housing adaptation for disabled, incapacitated or partially disabled person's needs, regardless of the number of persons in family.

In addition, the housing loan amount will depend on:

- fixed monthly income received and existing size of obligations;
- Purchased dwelling market values and age of person or estimated value of house construction.

In 1 January 2009, when the changes of the Law on Profit Tax of Republic of Lithuania came into force, the housing credit benefit was withdrawn, leaving the continuity of this benefit application. Resident of the Republic of Lithuania can subtract paid interests of his annual taxable income only if he took credit until 31 December 2008 for one dwelling construction or purchase and made a written agreement for dwelling construction or acquisition or until December 31 2008 made lease (leasing) contract for one dwelling and made a written agreement for dwelling construction or acquisition.

If a resident of the Republic Lithuania until 1 January 2009 had taken more than one loan for the construction or acquisition of a dwelling or (and) have made more than one dwelling lease (leasing) contract, in the year 2009 and subsequent fiscal periods, he (or she) will be able to deduct the interest paid only for one credit (or part thereof) or for a lease (leasing) contract.

- Is any kind of insurance recommendable to a tenant?

Insurance companies offer a wide range of services for home insurance:

1. building insurance;
2. investments in the building insurance;
3. home property insurance;
4. property owner liability insurance; etc.

These are the main types of insurance concerned with dwelling but it may also include other types of insurance indicated in the specific insurance contract. However, considering the fact that the tenant is not the owner of the dwelling but only



its legal possessor, it is reasonable for the tenant to get his liability insurance (which is designed to compensate third parties) and home property insurance (home property refers to movable items intended for home furnishing and for domestic use and consumption). Home property also includes work tools and equipment used by the insured or their family for professional or business activity; borrowed property transferred to the insured with the right to use and manage it; furniture (including integrated), household equipment (including integrated), etc.; radio and television antenna installations (excluding those for common use); water vehicles not subject to registration with the Register of Inland Waterway Vessels; a reasonable quantity of vehicle spare parts, details and supplies (excluding starting keys, remotes and other additional equipment located in the vehicle), self-propelled multifunctional area management facilities, wheelchairs. Home property shall be insured only at the address specified on the insurance policy when it is located inside the buildings, except for radio and TV antenna equipment, which is attached to the exterior structures of the building.

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

Legal aid in the Republic of Lithuania has two types: primary legal aid and secondary legal aid.

**Primary legal aid** means the provision of legal information, legal advice and drafting of documents to be submitted to state and municipal institutions, with the exception of judicial documents. The persons willing to obtain primary legal aid, should apply to the municipality of the place of their declared residence. Civil servants, employees of the municipality administration, as well as advocates or specialists from public institutions with whom the municipality has signed an agreement give personal advice how to resolve a dispute out of court, inform about the legal system, laws and other legal acts, help to draw up a peaceful settlement agreement and complete an application for legal aid.

Primary legal aid should be provided immediately. If it is not possible, a person will be notified of the time of an appointment, which must take place not later than 5 days from the day of his application. The duration of legal advice should not be longer than one hour. Its duration may be extended by a decision of the executive institution of a municipality or a person authorised by it.

A person may apply for primary legal aid on the same issue only once.

Primary legal aid will be provided if the person:

- is a citizen of the Republic of Lithuania;
- is a citizen of the member state of the European Union;
- resides lawfully in the Republic of Lithuania or other member state of the European Union;
- is entitled to legal aid according to international treaties of the Republic of Lithuania.

**Secondary legal aid** means the state-guaranteed lawyer's assistance in judicial proceedings: drafting of documents, defence and representation in proceedings, including enforcement proceedings, as well as representation of your interests in dispute resolution out-of-court.

The appointed lawyers will prepare the documents necessary and will represent person's interests at court or in dispute resolution out-of-court. The lawyer will also take other actions in his/her competence, as specified in the decision of the court. Persons receiving secondary legal aid may get reimbursement of the litigation costs incurred in civil proceedings, in administrative proceedings or if related to the hearing of a civil action brought in criminal proceedings.

There are two levels of financing. If person's income and assets do not exceed the first level of financing, he will receive a lawyer free of charge. If person's income and assets do not exceed the second level of financing, 50 per cent of the costs will be reimbursed by the state.

In order to get a state-financed lawyer, a person must contact the state-guaranteed legal aid service assigned to the municipality and submit an application, which may be filled out with the assistance of a specialist of primary legal aid.

If person's income and assets exceed the levels set by the Government, person's infringed or disputed rights may be defended by a private lawyer. Contact details of the lawyers registered in Lithuania are available on the special website [www.advoco.lt](http://www.advoco.lt).

A person can receive secondary legal aid if his assets and annual income do not exceed the asset and income level set by the Government of the Republic of Lithuania and the person :

- is a citizen of the Republic of Lithuania or
- is a citizen of the member state of the European Union or
- resides lawfully in the Republic of Lithuania or other member state of the European Union

There are groups eligible for secondary legal aid irrespective of personal asset and income levels, for example, persons entitled to social allowance, persons entitled to aid in criminal proceedings, etc.

Insurance companies acting in Lithuania offer the services of insurance against legal costs but only for their business clients. According to the rules of employer's civil liability insurance legal costs are the part of the insurance allowance.

- To which organisations, institutions etc. may a tenant turn to have his/her rights protected?

Organisati on, institution	Protected tenant's rights	Contacts
The municipality of the place of tenant's declared residence	Provide primary legal aid	<a href="http://www.teisinepagalba.lt/en/pirmine/tm/wheretosapply/">http://www.teisinepagalba.lt/en/pirmine/tm/wheretosapply/</a> <a href="http://www.akmene.lt/index.php?cid=4876">http://www.akmene.lt/index.php?cid=4876</a> <a href="http://www.ams.lt/New/index.php?Lang=34&amp;ItemId=77066">http://www.ams.lt/New/index.php?Lang=34&amp;ItemId=77066</a> <a href="http://www.arsa.lt/?action=menu&amp;id=196">http://www.arsa.lt/?action=menu&amp;id=196</a> <a href="http://www.anyksciai.lt/lt/paslaugos/teisine_pagalba#c">http://www.anyksciai.lt/lt/paslaugos/teisine_pagalba#c</a> <a href="http://www.birstonas.lt/index.php?1163079522">http://www.birstonas.lt/index.php?1163079522</a> <a href="http://www.birzai.lt/index.php?-1161699764">http://www.birzai.lt/index.php?-1161699764</a> <a href="http://www.druskininkai.lt/index.php/lt/40299/">http://www.druskininkai.lt/index.php/lt/40299/</a> <a href="http://www.elektrenai.lt/go.php/lit/pirmine/2198">http://www.elektrenai.lt/go.php/lit/pirmine/2198</a> <a href="http://www.elektrenai.lt/go.php/lit/pirmine/2198">http://www.elektrenai.lt/go.php/lit/pirmine/2198</a>

		<p><a href="http://www.elektrenai.lt/go.php/lit/pirmine/2198">http://www.elektrenai.lt/go.php/lit/pirmine/2198</a></p> <p><a href="http://www.ignalina.lt/index.php?2757272271">http://www.ignalina.lt/index.php?2757272271</a></p> <p><a href="http://www.jurbarkas.lt/index.php?801830673">http://www.jurbarkas.lt/index.php?801830673</a></p> <p><a href="http://www.joniskis.lt/Juridinis-skyrius-720-1-317s.html">http://www.joniskis.lt/Juridinis-skyrius-720-1-317s.html</a></p> <p><a href="http://www.jonava.lt/index.php/lt/38112/">http://www.jonava.lt/index.php/lt/38112/</a></p> <p><a href="http://www.kaisiadorys.lt/index.php?option=com_content&amp;task=view&amp;id=85&amp;Itemid=111">http://www.kaisiadorys.lt/index.php?option=com_content&amp;task=view&amp;id=85&amp;Itemid=111</a></p> <p><a href="http://www.kazluruda.lt/?id=6">http://www.kazluruda.lt/?id=6</a></p> <p><a href="http://www.kaunas.lt/index.php?3444205588">http://www.kaunas.lt/index.php?3444205588</a></p> <p><a href="http://www.klaipedos-r.lt/?lt=1121857368">http://www.klaipedos-r.lt/?lt=1121857368</a></p> <p><a href="http://www.kretinga.lt/?q=node/59">http://www.kretinga.lt/?q=node/59</a></p> <p><a href="http://www.kupiskis.lt/index.php/lt/39125/">http://www.kupiskis.lt/index.php/lt/39125/</a></p> <p><a href="http://www.kelme.lt/Savivalda/Teisine-informacija/Teisine-pagalba/KAS-TEIKIA-PIRMINE-TEISINE-PAGALBA-KAS-TURI-TEISE-JA-GAUTI-KOKIOMIS-SALYGOMIS">http://www.kelme.lt/Savivalda/Teisine-informacija/Teisine-pagalba/KAS-TEIKIA-PIRMINE-TEISINE-PAGALBA-KAS-TURI-TEISE-JA-GAUTI-KOKIOMIS-SALYGOMIS</a></p> <p><a href="http://www.krs.lt/index.php?-1110131274">http://www.krs.lt/index.php?-1110131274</a></p> <p><a href="http://www.kedainiai.lt/index.php?2852028885">http://www.kedainiai.lt/index.php?2852028885</a></p> <p><a href="http://www.kalvarija.lt/index.php?fuseaction=displayHTML&amp;file=File_252.php&amp;langparam=LT">http://www.kalvarija.lt/index.php?fuseaction=displayHTML&amp;file=File_252.php&amp;langparam=LT</a></p> <p><a href="http://www.lazdijai.lt/lzd/index.php?akcija=showRes&amp;refid=SK_0023&amp;sritys=Skelbimai">http://www.lazdijai.lt/lzd/index.php?akcija=showRes&amp;refid=SK_0023&amp;sritys=Skelbimai</a></p> <p><a href="http://www.mazeikiai.lt/index.php?632619265">http://www.mazeikiai.lt/index.php?632619265</a></p> <p><a href="http://www.marijampole.lt/vid.php3?menu_id=599(=lt">http://www.marijampole.lt/vid.php3?menu_id=599(=lt</a></p> <p><a href="http://www.moletai.lt/index.php?1876561834">http://www.moletai.lt/index.php?1876561834</a></p> <p><a href="http://www.neringa.lt/index.php?1512310261">http://www.neringa.lt/index.php?1512310261</a></p> <p><a href="http://www.pagegiai.lt/index.php?1723014243">http://www.pagegiai.lt/index.php?1723014243</a></p> <p><a href="http://www.pakruojis.lt/content/teisine-pagalba">http://www.pakruojis.lt/content/teisine-pagalba</a></p> <p><a href="http://www.palanga.lt/index.php?807748916">http://www.palanga.lt/index.php?807748916</a></p>
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The State-Guaranteed Legal Aid Services	Provide secondary legal aid	<p><a href="http://www.teisinepagalba.lt/en/antrine/tm/whatisitsecondary/">http://www.teisinepagalba.lt/en/antrine/tm/whatisitsecondary/</a></p> <p>The territory of activities of the <b>State-Guaranteed Legal Aid Service of Vilnius</b> matches the territory covered by Vilnius Regional Court and includes Vilnius city, Vilnius district, Elektrėnai, Šalčininkai district, Širvintos district, Švenčionys district, Trakai and Ukmergė district municipalities. Contact by telephone: (8-5) 2647 480 Address of the Service: Odminių g. 3, LT-01122 Vilnius</p> <p>The territory of activities of the <b>State-Guaranteed Legal Aid Service of Kaunas</b> matches the territory covered by Kaunas Regional Court and includes Kaunas city, Kaunas district, Alytus city, Alytus district, Birštonas, Druskininkai, Jonava district, Jurbarkas district, Kaišiadoriai district, Kalvarija, Kazlų Rūda, Kėdainiai district, Lazdijai district, Marijampolė, Prienai district, Šakiai district, Varėna district and Vilkaviškis district municipalities. Contact by telephone: (8~37) 408 601, (8~37) 428 404 Address of the Service: Kęstučio g. 21, LT-44320 Kaunas</p> <p>The territory of activities of the <b>State-Guaranteed Legal Aid Service of Klaipėda</b> matches the territory covered by Klaipėda Regional Court and includes Klaipėda city, Klaipėda district, Kretinga district, Neringa town, Pagėgiai, Palanga town, Plungė district, Rietavas, Skuodas district, Šilalė district, Šilutė district, Tauragė district municipalities. Contact by telephone: (8~46) 256 176 Address of the Service: Herkaus Manto g. 37, LT-92236 Klaipėda</p> <p>The territory of activities of the <b>State-Guaranteed Legal</b></p>

		<p><b>Aid Service of Panevėžys</b> matches the territory covered by Panevėžys Regional Court and includes Panevėžys city, Panevėžys district, Anykščiai district, Biržai district, Kėdainiai district, Kupiškis district, Pasvalys district, Rokiškis district and Utena district municipalities.</p> <p>Contact by telephone: (8 45) 570152 Address of the Service: Klaipėdos g. 72, LT-35193 Panevėžys</p> <p><b>The territory of activities of the Service matches</b> the territory covered by <b>Šiauliai</b> Regional Court and includes the whole county of Šiauliai, one district of the county of Telšiai and one district of the county of Kaunas. This area includes Šiauliai city, Šiauliai district, Telšiai district, Mažeikiai district, Akmenė district, Joniškis district, Pakruojis district, Radviliškis district, Kelmė district, Raseiniai district municipalities. There are 12 courts and more than 30 law enforcement institution in the territory of activities of the Service.</p> <p>Services to citizens are also available during lunch break hours.</p> <p>Contact by telephone: (8 41) 399 764, (8 41) 399 108 Address of the Service: Dvaro g. 123A, LT-76208 Šiauliai</p>
State Consumer Rights Protection Authority	Protects the rights of the consumers (of the tenant who has a dwelling rent contract with businessman)	<p><a href="http://www.vtata.lt/index.php?225846438">http://www.vtata.lt/index.php?225846438</a></p> <p>Contact by telephone: (8 5) 262 67 51 Contact by fax: (8 5) 279 14 66 Address: Vilniaus g. 25, 01402 Vilnius Email: tarnyba@nvtat.lt</p>