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

Tenant's Rights Brochure for

SLOVAKIA

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1. Introductory information

- Give a very brief introduction on the national rental market
 - Current supply and demand situation

Rental housing in Slovakia is one of the key issues that need to be addressed, both in terms of its technical state and affordability. Results of the Census of Population and Housing conducted in 2011 have shown that the total number of dwellings in Slovakia amounts to 1,994,897 units situated in 1,070,790 houses (either family houses or blocks of flats). Owner-occupied housing in Slovakia is apparently the most prevalent form of housing, as 84.9% of the total number of occupied dwellings were occupied by their owners. On the other hand, only 2.6% of the occupied dwellings were rented privately and 1.8% by the municipalities – the dominant public rental entities. In countries of the European Union, the share of rental housing ranges from 19% to 62%, while the public rental sector represents 18% of the housing stock. These facts clearly indicate that access to rental housing in Slovakia is very limited and its development is the goal of

manifold governmental policy measures. Accessibility of long-term leases of residential dwellings is a key element of the supply side of the housing rental market in Slovakia. Its scarcity is a recognized obstacle for the mobility of workforce and the satisfaction of housing needs of predominantly young families.

Given the current state of quantity and quality of the housing stock, it is clear that the supply of residential rental dwellings corresponding to the potential long-term housing needs of households is insufficient. The supply of privately owned rental dwellings especially in urban areas is mainly oriented towards fixed period leases susceptible to higher fluctuation of tenants seeking ownership of their own housing units.

As far as features of the occupied housing stock are concerned, on average, most dwellings have a floor area between 41 to 80 m², and 3 or more rooms. The access to heating or water supply is not an issue since ca. 99% of households dispose of these and 47% of occupied dwellings have an internet connection.

Rentals in the public rental sector are price-regulated with much more affordable rents than the open-market rents. Private housing rental market is better developed in the urban areas (specifically in Bratislava, the capital). The rents in Bratislava, for instance, in the first quarter of 2012 spanned from 12,40 EUR/m²/month for a garconnière to 7,64 EUR/m²/month for a 4+ room flat. The average monthly rent in Bratislava in the last quartile of 2013 was 600 EUR, whereas an average mortgage instalment for a newly built purchased dwelling amounted to 781,12 EUR. Based on data for the whole housing stock of the country in 2011, the financial burden, which is considered as the proportion of expenses for housing in relation to the household income, amounts to about 17.92 % (EU-average ca. 16.9%).

- Main current problems of the national rental market from the perspective of tenants
 - *Shortage of social dwellings*: the demand for social (municipal) dwellings exceeds its supply considerably; currently, there is a small number of newly constructed dwellings;
 - *Rental market in the capital (Bratislava)*: finding an affordable and adequate rental dwelling is difficult as the rents for newly built and renovated flats are high;
 - *Regulatory framework for the market rentals*: rules on the lease of flat for an indefinite period as a contractual type are overly protective for the tenant and therefore the landlords are prone to renting under another schemes, mostly through lease of flat for a specific period or a sublease.
- Significance of different forms of rental tenure
 - Private renting

The private rental sector is underdeveloped (only 2.6% of the occupied housing stock), mainly as a result of the previous application of the rental price regulation, as well as of over-protecting tenants under existing civil tenancy arrangements. This sector should ensure the supply of housing especially in terms of labour

mobility and flexibility for those people who need more short-term solutions to their housing needs. Private rentals are regulated by the Civil Code and no rent regulation applies. It is a standard for-profit activity and is taxed accordingly. The commercial practice to a large extent uses short fixed-term leases (1-3 years) or subleases. A new legal regime of a short-term private lease is envisaged to be adopted in the future, which would further freedom of contract (e.g. agreements on easier termination and eviction) and proper tax registration of the landlords.

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

Public rental sector primarily aims at providing social housing, and therefore is mainly available to such people who cannot satisfy their housing needs on the open market (targeted groups like young families, lower-income groups, elderly etc.). It is predominantly a domain of the municipalities, who rent their housing stock, similarly, on a temporary basis with regulated rents. Eligibility criteria is derived from a statutory regulation (social housing) and specified as well as evaluated by the municipalities, who overlook the selection process. Rents in this sector should cover all costs associated with the acquisition and operation of rental housing, while respecting the principle of the lowest possible cost. Neither housing associations nor agencies are active as landlords in the rental sector with a public task. However, starting from 1 January 2014, the non-profit organizations have become eligible for subsidies for procurement of social rental housing, which may trigger their involvement in the non-for-profit housing sector.

- 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)

It is generally advisable not to conclude a tenancy contract through means of distant communication (e-mail, phone) without knowledge of the prospective landlord and viewing the premises, particularly not to pay any advance payments in that case. Foreigners who come to Slovakia for work should ask their employer if they dispose of an employment (service) flat at affordable price. In any case a foreigner should contact a native speaker in the event of a viewing of a flat, in order to avoid possible misunderstandings. Services of real estate agents are widely available and they usually dispose of English or German speaking agents.

- Main problems and “traps” in tenancy law from the perspective of tenants
- *Avoidance of standard housing rental legal framework*: instead of lease of flat for an indefinite period (overprotective of the tenant), lease of flat for a specific period or through a sublease is resorted to, which give the landlord the upper hand.
- The existence of a *sublease regime* is contingent upon the existence of a lease of flat, *therefore* if the contract is one of a sublease, the sub-tenant may end up without a place to live, if the underlying lease is terminated, since the subtenant is not eligible for any replacement housing.

- *Renting upon unwritten lease contracts* would be very tricky for both sides. It may, namely, be deemed a lease for an indefinite period (which is difficult to end from the landlord's position). And from the tenant's point of view, it may be difficult to present evidence of its existence (which would be crucial in order to avoid eviction or to succeed in court proceedings).
- Use of pre-fabricated standard *contracts that do not respect mandatory rules* especially on termination of the lease of flat, eviction or replacement housing. In the *event* of a conflict or alleged termination and looming eviction of the tenant, it is advisable that the contract be assessed by a professional.
- *Absence of regulation of rent ceilings and rent-increase regimen* means that any contractual agreement of the parties in the private rental sector in these *matters* is only *limited* by a vague standard of immorality. As a result, subsequent attempts to invalidate these provisions would have to be pursued through (usually lengthy) court proceedings.
- The *selection process* in the municipal housing attribution is difficult to pass, *since* the eligibility criteria tend to be restrictive (mostly income-based), the supply is insufficient and on rare occasions may be unpredictable (lottery, mayor's discretion).

- “*Important legal terms related to tenancy law*”

Slovak	Translation into English
<i>byt</i>	flat
<i>bytový dom</i>	block of flats
<i>dlžník</i>	debtor
<i>dom</i>	house
<i>drobné opravy</i>	minor repairs (the tenant's liability)
<i>nájomca, nájomník</i>	tenant
<i>nájomná zmluva</i>	tenancy contract
<i>nájomné</i>	rent
<i>obydlie</i>	dwelling
<i>odstúpenie</i>	withdrawal
<i>omeškanie</i>	default
<i>oprava</i>	repair
<i>podstatná zmena</i>	substantial changes (in the flat)
<i>prenajímateľ</i>	landlord

<i>spotrebiteľ</i>	consumer
<i>úhrada za plnenia poskytované s užívaním bytu</i>	payment for utilities (services pertaining to the lease of flat)
<i>vada</i>	defect
<i>veriteľ</i>	creditor
<i>výpoveď</i>	termination by notice
<i>vypratanie</i>	eviction
<i>zábezpeka, depozit</i>	security deposit
<i>zľava z nájomného</i>	reduction of the rent

2. Looking for a place to live

2.1. Rights of the prospective tenant

- 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?

Under the umbrella regulation of the Anti-Discrimination Act the equal treatment principle shall be applied to access and provision of housing irrespective of sex, religion or belief, race, nationality or ethnic origin, disability, age, sexual orientation, marital status, family status, colour, language, political or other opinion, national or social origin, property, lineage or other position of the person in question. The act calls for use of good morals to extend the definition of discrimination and for a pro-active conduct of relevant subjects to prevent discrimination.

However, it only relates to housing which is provided to the public by legal persons or entrepreneurs. I.e. only tenants of professional landlords are fully protected against discriminatory conduct.

- 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?

This issue is not regulated in Slovakia; hence the parties are basically free to negotiate by use of any relevant questions. Only if the questioning would amount to discrimination (less favourable treatment, harassment, directing or inciting other subjects to discriminate, unjustifiable sanctioning for realizing their rights) the person would be able to seek remedy.

- 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)?

No payments by any of the parties are required by law with regard to the conclusion of a contract for a lease of flat.

- 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)?

It is usual that the landlord verifies the identity of the future tenant and gathers all his contact information (name, date of birth, permanent address, phone and e-mail contact), which are then included in the contract. The landlord would ask the potential tenants to present provable documents with this aim in view, such as ID cards. Everything beyond this may be considered inappropriate as there is no legal obligation of the tenant to furnish any information about himself whatsoever. As a result, further inquiries are contingent upon the negotiation skills and assertiveness of the parties.

Cautious landlords, usually make further inquiries into personal status of the tenant, i.e. his or her marital status or employment status; they interview the tenant on his other plans, in order to avoid potential tenants who would prefer economically unfeasible short-duration leases. Landlords tend to be cautious with regard to the way tenants are willing to pay the rent (banking transfers seem to indicate regularity of the tenant’s income). Internet research (search engines, social networks, public registers) into the person of prospective tenant is gaining importance, yet does not occur as a rule in the pre-contractual stage.

In the rental sector with public task, the prospective tenants are required directly by the municipal regulations to provide sufficient proof of their status that contains sensitive personal data. Applicant’s consent with processing of their personal data is always necessary.

- 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 role of estate agents or their specific rights and duties are not regulated specifically. Based on a contract, they serve as an agent/broker for sale, purchase and lease, advise the clients on economically feasible rents, take part in viewings, and assist the clients with related paperwork including preparation of the tenancy contract. There are no other bodies assisting the tenants to the same end.

- 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 “blacklists” of bad tenants or landlords specifically. However, based on special legislation, a subject’s payment discipline, with regard to debt ensuing from public duties is widely accessible as it is published on the internet (social security insurance, medical insurance, state or local taxes). Still, on the edge of legality, certain municipalities have adopted and maintain lists of debtors in their stock including also rent defaulters.

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 rules on lease of flat generally do not prescribe any formal requirements for a valid conclusion of a contract. It may be concluded orally, implicitly or in writing, which is recommended, as the lease contract is normally meant to regulate long-term relations. If unwritten, the Civil Code anticipates the parties to generate a written record of the content of the contract. The absence of such a record does not, however, invalidate the lease, but is of great importance in potential court or other proceedings.

A concrete lease is not subject to any registration requirement. Registration of the landlord renting a flat with the tax authority is his sole responsibility towards the agency and does not have any bearing on the validity of the lease contract. Although not a registration requirement, a specific legal regime to a similar effect has been in place since 2011, under which every contract of a public entity, but for a few exceptions, has to be made publicly available, in a central register or at the website of the entity (such as a municipality), in order to come into force.

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

A contract of a lease of flat must contain:

- determination of the object of a lease, i.e. the flat. The law does not prescribe concrete information that needs to be provided to describe the unit, it is only necessary that the flat is clearly distinguishable from other flats and according to all circumstances it be individualized. The law also directs the parties (yet not in a mandatory provision) to include the description of the accessories to the flat and description of the condition of the flat.

- the extent of the use of flat, i.e. an arrangement stating or implying the extent to which a tenant is entitled to use the leased flat and its accessories. If there is nothing else agreed, the tenant is entitled to the use of flat without restrictions.

- the amount of rent and of payments for services pertaining to the use of flat (utilities) or the method of their calculation.

Duration of the lease, although a very common provision, does not have to be specified in the contract compulsorily. In the absence thereof a legal presumption of an agreement on lease for an indefinite period would apply.

Of course, the parties to a lease should be properly identified as well.

In the court practice, various deficiencies of lease contracts not specifically enumerated by the law have also lead to their invalidity, such as the pre-existing valid third party lease on the same flat, impossibility of occupying the flat by the tenant due to illegal inhabitants. Therefore a check (and contractual affirmation) that no such encumbrances relate to the rented flat.

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

Tenancy contracts can be concluded either for a definite or an indefinite period of time. The law does not prescribe any limitations on reasons for conclusion of a time limited contract and no specific limitation on the agreed duration of one (with the exception of social housing leases).

Under both modifications the tenant of a flat is afforded protection in that the lease cannot be terminated at will by the landlord, whereas the tenant is allowed to do so. The lease would then extinguish upon elapsing of the notice period set forth by law at three months. In addition, limited in time leases of flat always extinguish upon elapsing of the agreed period, and no implied prolongation of the lease applies. Newly concluded open-ended leases of flats are a rarity nowadays, given the level of tenant-protection they afford.

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

A valid contract of lease of flat must contain at least information/data or formula under which a concrete sum of rent and payments for services pertaining to the lease (utilities provided by the landlord) can be specified in the future with no further negotiation necessary (unlike statements as “usual” or “market” rent).

The law gives no constraints for the contractual agreement of the maturity of the rent payment. If absent, the rent is payable on a monthly basis in advance.

In addition, Slovakia bars cash payments above 5,000 Euros between entrepreneurs and payments above 15,000 Euros if effected between non-entrepreneurs. Since the payment limit is calculated as an aggregate of partial payments from a single legal relationship and it affects most of longer-duration leases. Breach of this legal prohibition does not make the lease invalid, yet might be punishable by a fine. Therefore banking transfers are generally recommended as the agreed form of rent payment nowadays.

- 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 landlord is liable for any repairs that make the leased flat fit for its agreed use (major repairs). In contrast, the tenant is liable for repairs, the necessity of which he himself, or through his co-habitants, incurred. Moreover, subject to the contract, any minor repairs made in the flat that are connected with the use of the flat and the costs associated with routine maintenance shall be borne by the tenant. A separate regulation gives a clear and lengthy list of what is to be deemed a minor repair: the tenant should be liable for a quite wide variety of failures in the household, ranging from changing of padding in the sanitary equipment to glazier's work or change of door-handles. Repairs not included in the specific list are also to be deemed minor and to be provided for by the tenant if the cost of such a single repair does not exceed 6,64 EUR.

The landlord, thus, may not shift the costs for repairs (and the duty to provide for them) to the tenant, but is allowed to assume a broader responsibility for repairs and maintenance than his default ones.

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

In Slovakia, the landlord is under no duty to provide a furnished flat. Therefore his duties in this regard will be fully contingent upon the contract. The legislation does not contain any specific provisions on habitability of dwellings. The Civil Code determines only that the landlord must hand over the dwelling in a condition fit for the agreed use (housing) and to secure full and undisturbed exercise of the tenant's right connected with the use of flat. The building legal regulation and regulatory measures relating to the dwellings of the lower standard should be also taken into account.

- 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)?

Since there is no statutory list of required inventory of a rental flat as well as no presumption that certain equipment was in a dwelling and in a particular condition, it is in the interest of both parties to examine the flat at the beginning as well as at the expiry of the lease and state the condition of the flat and its inventory in a mutually agreed written record. In case of further conflict it would be an invaluable source of proof usable in court and extra-court disputes.

- Any other usual contractual clauses of relevance to the tenant

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

- clause on the provision of a security deposit and terms for its repayment;
- clause on the apportionment of operating costs (establishing the extent of "services pertinent to the lease");
- clause on the rent increase;
- clauses on the prohibited uses of the dwelling (usually reflecting the house rules);
- clause on the specifics of the right of the landlord to inspect the dwelling.

- 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.)?

Only the tenant himself has a direct right to use the flat and services connected therewith. The law, however, anticipates other persons to be living with the tenant, yet does not give a crystal-clear definition of their identity. Specifically, the members of the tenant's household (persons, who live together permanently and together cover costs of their needs) are expressly permitted co-users of the flat,

notwithstanding their marital status, sex or kind of relationship they enjoy. Usually this would include spouses, children, non-marital partners, relatives or non-relatives, taking care of the tenant or being in the tenant's care. Agreement with the landlord would be always a key issue with regard to other persons. A person's long term use of the flat along with the tenant would bring about important legal consequences, especially the household member's right to become a tenant of the flat upon the death of the original tenant.

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

There is no statutory requirement to actually use the dwelling if it is not specifically stipulated by the parties. The landlord, thus, would not be able to terminate the lease merely on ground of leaving the rented flat unoccupied.

- Is a change of parties legal in the following cases?
 - divorce (and equivalents such as separation of non-married and same sex couples);

The right of use of a flat by divorced partners (co-tenants), generally does not extinguish by mere fact of the divorce. The law anticipates the ex-partners to agree on who will continue the lease of flat as a tenant and who will leave. The agreement of the divorced couple would end the marital co-tenancy. If, however, the divorced partners cannot reach an agreement, either of them may apply for a court decision to terminate the right of co-tenancy and select the future tenant. The judicial practice shows that the remaining tenant would generally be the one who was granted the custody of their children. The spouse's permanent abandonment of the common household would bring about the same consequences as a divorce.

Under Slovak family law, only a bond of a single man and a single woman may enjoy the formal acknowledgement as matrimony. Therefore the separation of non-married and same sex couples, even if living in a common household, does not bring about rights or duties for neither of the parties. The partner, who is a tenant of the flat, would be able to continue the use of the flat without the need to provide replacement housing or other duties towards the co-habiting ex-partner. If, on the other hand, the partners are using the flat as (non-marital) co-tenants, the fact of their separation does not lessen their individual rights of the lease contract and they both would be able to continue the lease.

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

If a flat is shared by several subjects, their student or other status does not come into play and copies the situation of co-habiting partners (as co-tenants), with the exception that students usually do not form a common household.

- death of tenant;

Upon death of a tenant the lease is transferred to a different subject by operation of law.

First, death of a tenant cancels the marital co-tenancy and the surviving spouse will become the sole tenant of the flat. Second, the death of one of two or more co-tenants would narrow the number of co-tenants (and proportionately change the internal distribution of rights in the co-tenancy) to the remaining subjects. Third, if a single tenant of a flat dies, the lease would be transferred to other eligible subjects, who would then become co-tenants. It includes: the children, grandchildren, parents, siblings, sons- or daughters-in-law, who lived with the tenant in a common household at the day of his death, provided they do not have their own housing. Moreover, other persons, who had been taking care of a common household of the deceased tenant or if they had been dependent on his alimony, living together for at least three years prior his death without their own housing, would be such transferees as well. The landlord may, within a strict period, apply to the court to determine that the transfer of the lease did not take effect.

- bankruptcy of the landlord;

The official receiver in bankruptcy is generally given a right to terminate contracts of the bankrupt for perpetual or repetitive performance. However, the respective act respects the protected nature of the lease of flat and therefore it can only be terminated by the official receiver pursuant to the general provisions on lease of flat, i.e. termination on notice due to specific grounds.

- 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?

Sublease of a flat (renting a flat by a third party from the tenant) requires a valid underlying lease for its existence. No specific form is prescribed for such an arrangement; however, a valid contract of sublease requires the existence of an express written consent of the landlord. Without such consent, the contract for a sublease of flat would be void and the landlord would be able to unilaterally terminate the underlying lease for gross breach of the tenant's contractual duty. However, the consent of a reluctant landlord may be replaced by a court's decision, provided the tenant himself cannot use the flat for serious reasons for a long time and the landlord does not give serious reasons for his refusal.

Sublease of a flat does not enjoy the level of protection of a comparable tenant under a lease of flat. The duration of the sublease may be limited in time or open-ended and always extinguishes upon extinguishing of the underlying lease. There is no right of the subtenant for replacement housing upon termination of a sublease of a flat nor a right of the household members of the subtenant for a transfer of the sub-tenancy on them upon the sub-tenant's death.

In order to counteract subletting, if the secondary landlord (tenant) refuses to offer an ordinary lease, the sub-tenant would (only subsequently) have to resort to court proceedings in order to prove that the contract – in combination with the underlying lease – was a wilful avoidance of the respective rules and the "true intent" of the parties – to conclude a direct lease should be attested.

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

Change of landlord does not affect the position of the tenant. After the transfer (or transition) of ownership the new owner acquires the legal standing of a landlord by operation of law, with no detriment to the rights and duties of the tenant ensuing from the original lease.

- 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?

As far as “pertinent utilities” in blocks of flats are concerned, the contract of supply (heat, water, sewerage) is concluded between the managing entity of the block of flats and the operator of the facility. The concrete payments are collected by this entity from the user of the flat as advance payments and subsequently balanced according to the actual (or computed) use of the service in question. Thus, neither the landlord, nor the tenant conclude a contract to this end by themselves.

On the other hand, the power (electricity, gas) supply is based on a contractual relationship of the user (consumer) and the distributor. The person in a contractual relationship with the distributor is then responsible for payments of deliveries. It is open to the agreement of the landlord and the tenant, who will this contracting party be.

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

The contract of lease governs the extent of utilities that will be charged from the tenant by the landlord (and then reconciled with the supplier/manager etc.) or by other entity (supplier – as may be the case with electricity or gas supply; house managing entity – as may be the case with the services pertinent to the lease of flat). The tenant may always be charged for the “pertinent utilities”, as these are generally considered a prerequisite for habitability of the premises and ensuring its provision is the landlord’s utmost duty.

In lease-of-flat agreements for rather short duration the landlords tend to remain the sole contractual partner of the third-party suppliers of not only the “pertinent utilities” but also the power supply, and on some occasions also the TV or other additional service. In case of long-term leases, on the other hand, the standing practice is that the tenants conclude a separate power supply agreement and are charged directly by the electricity or gas supplier, whereas the “pertinent utilities” are charged by 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)?

Payments of local taxes are the responsibility of the landlord (owner). Local fee for the waste collection would be generally collected by the managing entity of the

block of flats from its user (or through landlord) and counts among the “pertinent utilities”. If the tenant is in a distribution contract relationship with the electricity supplier, he would also be obligated to pay a fee for the public service provided by the national radio and television broadcasting entity.

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

There is no legal obstacle for charging those costs from the tenant. However, the landlord (the owner of the flat) will be still responsible for settlement thereof in relation to the managing entity.

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

With lacking regulation of this matter in private contractual relationships, only the standard of good morals confines the admissible from extensive amounts of agreed deposits. However, the contractual practice tends to require the tenant to pay a deposit in the amount of six, three or one month’s rent, the latter being the most usual. In social housing rentals, on the other hand, the respective acts ban agreements on deposits over the amount of six months’ rent.

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

The contract completely governs the regime of management of the money in the landlord’s deposit in private rental relations. Unless otherwise agreed, the landlord does not owe interest on the money in escrow. In social housing rentals, a separate banking account for deposits is required to be used by the landlord.

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

In tenancy relations personal guarantees are not usual, but would be still lawful if employed by the parties.

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

Although a rarity in Slovak rental environment, if agreed, the guarantor’s responsibility would copy (or if agreed otherwise be lesser than) the tenant’s debt. The guarantor’s debt would only be subsidiary and his obligation to pay would arise only if the debtor was requested for payment in writing.

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; exposure to noise e.g. from a building site in front of the dwelling; noisy neighbours; occupation by third parties)?

The landlord is obliged to deliver a flat in a condition fit for the proper use and to secure full and undisturbed exercise of the tenant's right connected with the use of the flat.

A flat is fit for use if the immediate costs are not required for its use, i.e. flat is not in the state of disrepair and it is in habitable condition, i.e. it fulfils the technical and hygienic requirements for housing. All services have to be duly performed (heating, running water, heated water in the bathroom).

- 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)

If the landlord is in default with handover of the flat even within an additional reasonable period, the tenant may *withdraw* from the contract.

If the rooms that were leased for inhabitation or accommodation of people are harmful to health, tenant shall have a right to withdraw from contract even if he was aware of this fact upon the conclusion of the contract. The right of withdrawal from the agreement may not be waived in advance.

The tenant shall have the right to an adequate *reduction of the rent* if the landlord fails to rectify the defect in the flat or in the block of flats that impairs its use considerably or for an extended period of time even though the tenant has notified the landlord of such a defect. The tenant shall also have the right to a reasonable reduction in the rent if performance associated with the use of the flat was not provided or was provided defectively and if the use of the flat became impaired as a consequence thereof.

The tenant has also the right to an adequate *reduction of payments for the services* pertinent to the use of the flat if the landlord fails to provide such performance duly and timely.

The right for reduction in rent or payments for performances associated with the use of flat shall be exercised at the landlord without undue delay. The right shall expire if it is not exercised within six months of the rectification of the defects.

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

Any minor repairs made in the flat that are connected with the use of the flat and the costs associated with routine maintenance shall be borne by the tenant. The

definition of minor repairs and of costs associated with routine maintenance are provided for in an implementing regulation. If the tenant does not fulfil his obligation to implement minor repairs and a routine maintenance of the flat, the landlord may ask him to do so. If the tenant fails to perform these obligations, the landlord may execute these repairs at his own expense and demand the reimbursement thereof from the tenant.

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

The tenant is obliged to notify the landlord without undue delay of any need to make repairs in the flat that are to be performed by the landlord and to allow their execution. If the landlord fails to notify or to provide any due assistance to execute such repairs by the landlord (e.g. not allowing him to enter the flat), he will be liable for any incurred damage. If the landlord does not fulfil his obligation to remove any defects that hinder the proper use of the flat or that endanger the exercise of the tenant's right, the tenant shall have the right to remove such defects to the extent necessary upon prior notification of the landlord and to demand that the landlord reimburse him for any expenses reasonably incurred. The right to such reimbursement shall be applied for at the landlord without undue delay. The right shall expire if it is not exercised within six months of the rectification of the defects.

- Alterations of the dwelling

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

The tenant shall not, even at his own expense, undertake any construction work or any other material changes to the flat without landlord's consent. The tenant is only entitled to make changes to the property with landlord's consent. The tenant may only demand reimbursement of any costs associated with the works pursued if the landlord had assumed the obligation to reimburse those. Unless the agreement stipulates otherwise, the tenant is only entitled to demand reimbursement of the costs after the termination of the lease and after deduction of the depreciation caused by the changes made, which occurred in the meantime due to use of the property. If the landlord granted his consent to the changes but did not undertake to reimburse the costs, after the termination of the lease the tenant may demand consideration for the increase in the value of the property.

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

Whether the tenant is allowed to make changes to accommodate his/her handicap (e.g. building an elevator; ensuring access for wheelchairs etc); it is generally the question of his/ her agreement with the landlord. A separate law presupposes the existence of flats for special purposes, among them also flats that by its construction, disposition, situation, facilities and the manner of use are intended for specified classes of persons (disabled persons, diplomats, persons in public offices, etc). Similar functions have flats in buildings for special purposes.

- Affixing antennas and dishes

The owner of the block of flats or owner of the flat is obliged to enable the users of flats (i.e. also tenants) to receive the television signals provided that in that area broadcast signals are transmitted, he also has to enable the establishment of the internal telecommunication distribution, endpoint included. In the case of dispute, the Building Office decides about the scope of this obligation.

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

Although the statutes do not give an exhaustive list – they require the tenant to cover the costs of “routine maintenance works” usually associated with longer use of premises, from which follows the general acceptance that the tenant should be allowed to perform these. The notion encompasses costs for works that are usually carried out during prolonged use, such as wall decoration, impregnation of a stone-wood flooring, parquet creaming, maintenance of wooden wall panelling, built-in furniture repair (repair and replacement of locks and coatings), but drilling the walls for routine household purposes would count among them too.

- Uses of the dwelling
 - Are the following uses allowed or prohibited?

The rules for “living” in the block of flats are usually regulated by the Housing Orders enacted by the owners in the block of flats or by its manager and these rules provide precise stipulation of the way in which the flat and the common premises should be used. Frequently they stipulate the restriction of a noise in the night, smoking on balconies, keeping animals. The most important principle however stems from the provisions of CC on neighbours and it is based on the reciprocity and reasonableness. Hence,

- keeping domestic animals

would be generally allowed, if locally usual extent of noise/smell etc. connected therewith is observed, and unless the house order or the tenancy contract states otherwise.

- producing smells

The notion of locally usual extent of disturbance of the neighbours is the limiting standard in producing smells as well as other emissions.

- receiving guests over night

Receiving guests is usually not a problematic issue provided that they also respect the rules relevant for other users (owners, tenants and other persons living in their common household).

- fixing pamphlets outside

Fixing pamphlets outside may not conflict with Housing Order and the relevant rules of municipalities.

- small-scale commercial activity

Small-scale commercial activities are generally admissible if approved by the landlord. Using a dwelling as a registered seat of an entrepreneur, for the

purposes of correspondence does not amount to disallowed use of flat for business as a ground for termination of the lease.

3.2. Landlord's rights

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

Rent control is only applied in social housing and other non-commercial rentals of public landlords.

- 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 unilateral rent increase is possible and allowed only in cases where the landlord and the tenant agree on such a procedure in their tenancy contract. Otherwise the rent increase has to be subsequently mutually agreed.

Moreover, rent-increase clauses in consumer contracts are a dubious, yet in commercial practice usual issue. We have to observe that contractual conditions regulated by a consumer contract (the landlord is an entrepreneur) may not depart from the provisions of the Civil Code to the detriment of the consumer. In particular, the consumer may not waive his rights granted by the code in advance, or otherwise impair his position under contract. On the basis of this rule, we assume, that agreement in a consumer lease contract that the landlord may unilaterally increase the rent will probably be invalid.

Since there is no regulation on rent-increase clauses, there is also no limit on the frequency of realizing of this right. The standard of good morals would be the key limit.

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

Outside the rare situations with temporary tenancies of tenants in houses restituted to their historical owners, there is no framework regulation on rent-increases and ceilings thereof. Again, the standard of good morals would be the key limit and mandatory provisions on consumer contracts would prevent such measures in the first place.

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

If a rent increase was stipulated in the contract and the tenant assumes that the clause is invalid or the implementing act of the landlord following the clause is incorrect or invalid, the tenant may disregard such provisions. However, he would

risk substantial loss, if his assertions would prove wrong in the later proceedings initiated by the landlord (suing for payment of new rent).

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

The landlord is entitled to demand access to the property in order to verify that the tenant is using the property in a proper manner. If the agreement between the landlord and the tenant is not reached, the court decides about the manner, frequency and the scope of control.

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

The question whether the landlord is allowed to keep a set of keys to the rented flat fully depends on the agreement of parties to the contract. Some landlords reserve this right in order to be able prevent the immediate damages threatening the flat or the block of flats in time when the tenant is not present. Entering the dwelling must be considered an extraordinary measure and the tenant has to be notified immediately thereof. To prevent misuse of the keys in other situations than in an urgent need, some contracts stipulate that the landlord has the set of the keys at disposal in the envelope sealed by the tenant.

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

The landlord is not allowed to lock a tenant out of the leased premises, in all relevant cases of breach of tenant's duties, the landlord has to proceed lawfully, self-help is not tolerated and allowed.

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

If the tenant is moving out of the leased property or the chattels are being removed, although the rent is still unsettled or otherwise secured, the landlord may retain the chattels at his own risk (*statutory retention lien*). He is, however, obliged to apply for drawing up of an official record of the retained assets by a court official within eight days or he would be required to return the property.

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?

Lease of a flat for indefinite period may be terminated by a written notice of the tenant. No special grounds are required. The lease ceases to exist upon the elapse of notice period of three months. The period of notice shall commence on the first day of the month following the month in which the landlord received the notice.

- 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)?

As already mentioned, if the rooms that were leased for inhabitation or accommodation of people are harmful to health, tenant shall have a right to withdraw from contract even if he was aware of this fact upon the conclusion of the contract.

Moving for professional reasons does not constitute the grounds for termination by notice, only if parties stipulated such possibility of termination in tenancy contract. Otherwise the sole solution will be mutual agreement of the landlord and the tenant (it is still a debated issue whether the tenant may terminate a fix term lease in the same manner as the open-ended one).

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

This issue is not regulated in any way and would thus depend only on agreement of parties – either in advance in their tenancy contract or later as such situation may occur.

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)?

The landlord may terminate the tenancy by a written notice, provided there is a reason to terminate as set forth by the Civil Code (see below). **Notice period** is *three months* and it commences on the first day of month following the delivery of notice. The landlord may provide for a notice period longer than three months. The CC also stipulates a longer notice period if the reason for termination was default on tenant's part in payment of rent and the tenant gives proof of his impoverishment (that he is without means of subsistence). In such a case the notice period will be prolonged by a *protection period of six months*.

The notice should be duly delivered. As far as joint lease of spouses is concerned, the notice has to be given and delivered to each of the spouses.

As far as **reasons for termination** are concerned, the landlord may terminate the lease of a flat if:

- a) the landlord needs the flat for himself, his spouse, children, grandchildren, son in law or daughter in law, parents or siblings;

- b) the tenant ceased to perform work underlying the lease of a service flat;
- c) the tenant or a member of his household severely damages the leased flat, its appurtenances, common areas or common facilities in the block of flats, or constantly disturbs the peaceful dwelling of other tenants or flat owners, endangers safety, or violates good morals in the block of flats;
- d) the tenant grossly violates his obligations arising from the lease of a flat, in particular by a failure to pay a rent or a payment for performances provided with the use of flat for more than three months, or by subletting the flat or a part thereof to a third party without a written consent of a landlord;
- e) with public interest in view, it is necessary to dispose of a flat or the block of flats in a manner that makes use of the flat impossible, or if the flat or the block of flats require such repairs that it is impossible to use the flat or the block of flats while they are being undertaken for at least six months;
- f) the tenant ceased to meet the conditions for the use of a special purpose flat or conditions for the use of a flat arising from a special-purpose building;
- g) the tenant uses the flat for other purposes than housing without the consent of the landlord. If the tenant uses the flat, besides housing, also for business purposes, it is highly disputable whether this conduct constitutes a reason for termination. The court shall decide whether tenant's housing need is so urgent that he needs the flat as a dwelling or not. Registering the flat as the entrepreneur's seat does not amount to the grounds for termination.

The reason for notice shall be factually defined in the notice to avoid any possible confusion with any other grounds, otherwise the notice is invalid. The reason for the notice may not be additionally changed. Notice for reasons stated in b), e) and f) shall be invalid if the landlord failed to attach a document proving the reason for termination to the notice. Apart from this the notice also has to identify the flat and it has to be duly delivered to the tenant.

- Must the landlord resort to court?

The landlord's notice of termination is not subject to compulsory court review nowadays. On the contrary; the procedural initiative was shifted to the tenant.

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

The tenant may claim the invalidity of the notice before the court within three months from the delivery of the notice. The notice shall become effective on the day of the coming into effect of the court's judgement dismissing the petition to determine invalidity of the termination of lease.

The petition of the tenant to determine the invalidity of notice may be based on the following reasons:

- a) the notice as the unilateral juridical act of the landlord does not exist,
- b) the reason for termination given by the notice does not conform to legal or factual issues presupposed by the provisions of the Civil Code on the termination by notice,
- c) the landlord has not duly delivered the notice to the tenant.

In addition, the reason for termination of the lease of flat has an important role in determination whether the tenant after termination of the lease has a right to any replacement housing or if he is obliged to move out without any form of replacement. Apart from reasons for termination, the social status of the former tenant and the members of his household would be considered.

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

In the open-ended contracts the landlord may terminate the lease of a flat only if one of the enumerated grounds in the Civil Code has occurred. It remains disputable, whether the same regulation applies also to leases with definite rental term. The answer tends to be positive and the same regulation will be applied for termination by landlord's notice in fixed term leases.

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

The legal standing of the tenant does not change in those situations and the catalogue of defences of an open-ended lease tenant would be appropriately applied, with the exception that all prolongations and terms would extinguish upon the expiry of the agreed lease term.

- 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?

Under Slovak law, removing of a tenant as a self-help remedy is generally not applicable and doing so would incur administrative or criminal prosecution for the wrongdoer, along with possible damages claim of the evicted tenant. Hence, in virtually all eviction cases an execution title would be required and only an executor within executionary proceedings would be entitled to pursue the removal.

The execution title for eviction usually would be a court order, which is sometimes in practice replaced by a notary's record of the tenant's acquiescence with the forthcoming eviction (which seems to be illegal practice, but happens from time to time).

Eviction proceedings have procedural peculiarities, which include the necessity of the court to determine whether the evicted tenant meets statutory requirements for replacement housing and if so, of which category, all of which is based mostly on substantive legal merit and only partly on social need. The court may also consider not to afford the eviction order if it would without a rightful reason contradict to the moral standards as may occur to it case-by-case.

The eviction order is implemented via execution proceedings, by the executor. The proceedings may be instigated after replacement housing has been provided, in case where the tenant is entitled, or immediately, if no right to replacement housing has been established. Depending on the facts, the replacement housing would have to be supplied by the municipality or the landlord. A tenant, who is to be evicted has to conclude an offered contract for replacement housing (replacement lease or other) within 30 days from the supply of the written offer, otherwise his or her right to the replacement housing extinguishes.

Within several steps of the process the executor under supervision of a representative of the municipality removes the tenant to replacement housing premises, or, if he is not entitled to any, he only removes the tenant from the premises.

The tenant's chattels are removed and given to him or her or to an adult member of his or her family. If there is no eligible person or they refuse to take over the chattels, they would be handed over to the deposit of the municipality, who will keep them at the tenant's cost. After six months of deposit with the municipality the chattels may be auctioned by the executor.

If the tenant does not return the keys to the premises and leaves, the landlord would be allowed to seek vindication of the keys in court and/or any damages he thereby incurred.

4.3. Return of the deposit

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

As already stated above, currently there is no regulation on deposits in private rental sector. Therefore, the contractual stipulations would also govern as to the time-frame and mechanics of returning of the deposit provided. If nothing else is agreed and the lease is extinguished, the deposit is not returned, it would be due on the following day upon request of the tenant for its re-payment. Usually, however, the due date can be inferred from the agreement – upon the handing over of the cleared flat.

- What deductions can the landlord make from the security deposit?

As the deposit payments are fully purpose-limited payments, the only use thereof to which the landlord would be allowed is determined by the enumeration of the claims it secures. Thus, subject to the lease contract, the landlord would be entitled to offset his claims pertaining to the lease with the account debt. Moreover, the average lease of flat contract in the private rental sector specifically states that the deposit may be used to offset the claims from damage caused to the flat by the tenant or anyone who he let dwell in the premises, with the tenant's outstanding debt on rent or utilities, or as payment of the last month's rent. Hence, the use of the deposit shall always serve to settling claims pertaining to the lease of flat and ensuing from its use.

- In the case of a furnished dwelling: may the landlord make a deduction for damages due to the ordinary use of furniture?

Ordinary use and ordinary wear and tear of leased furniture as well as the flat itself is the fundamental feature of the lease and the consideration therefor is the rent. However, peculiarities of contractual agreements may provide for a regime of setting of claims for very specific damage incurred by the landlord through the use.

4.4. Adjudicating a dispute

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

No, tenancy law is not linked to any special court structure. The Civil Procedure Code, as amended makes the basic legal regulation in this field. At the first instance the district court (*okresný súd*) is competent, appeal is generally admissible and decisions are taken by the court of the second instance – the regional court (*krajský súd*). Extraordinary remedies (*dovolanie, obnova konania*) are allowed in specified cases that are not specifically related to tenancy law, but have been defined in general terms. Administrative jurisdiction also belongs to common courts, as it is nowadays not separated and its regulation is also covered by the Civil Procedure Code. This may be relevant in relation to municipalities. The Act on Arbitration does not exclude arbitration as the way of solving disputes in tenancy law. Enforcement of tenancy law is regulated by the Execution Order.

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

Only general court proceedings would apply in case of tenancy disputes.

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

There are virtually no alternative dispute resolution schemes being applied in the residential tenancy sector. With the recent line of judicature on consumer arbitration, it is very difficult to imagine a legally enforceable arbitration clause in a consumer contract, which would generally be the case in flat rentals. Although mediation as a progressive and efficient concord-driven framework is ever more furthered and well available in Slovakia, the parties would generally resort to court proceedings, given the history of in court dispute resolution, as well as the binding character and substantive legal consequences of proceedings in 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?

Since currently only municipalities dispose of social housing units and they also administer the process of its attribution, in order to obtain the tenancy an applicant must follow the procedure adopted by the municipality in question. This would usually require filling in a standardized form asking for specific information

pertaining to the eligibility criteria for provision of social housing (in a broader sense). Along with documentation supporting the information provided (usually proof of employment, income statement, property declaration, etc.) the applicant should file the material with the respective municipality's office and wait for the decision on the attribution of the rental flat (commission's decision, lottery etc.). Municipalities usually offer consultation services on the process of provision of social housing. Making use of these services may be crucial in order to meet all the bureaucratic idiosyncracies of the application procedure properly.

- Is any kind of insurance recommendable to a tenant?

It is not very common that the tenant would resort to insurances related to the tenancy, which is usually the landlord's interest and practice. However, out of plethora of insurance products on offer by numerous insurance companies in Slovakia, specifically the insurance of a household may be relevant for the tenant. Such insurance covers all items which form part of a household. They can cover also e.g. historical objects or works of art. The items covered by the insurance conditions can be insured e.g. against theft or against natural disasters. Generally speaking, a household can be insured against e.g. fire, flood, hail, explosion, lightning, tree or mast falling down, windstorm, vandalism, burglary, crash of an aeroplane, earthquake, landslide, lava slide, supersonic or ultrasonic waves, smoke, weight of snow or water running out of burst water pipes. It can also be insured against specific risks, e.g. electricity outage; insurance of glass in the households, insurance of washing machine or insurance of bicycles when out of household; prolongation of the guarantee period of electric appliances is also common.

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

Although there are not any governmental or non-governmental institutions that would provide legal aid services solely in the tenancy law area, a nation-wide network of branches of the Centre of Legal Aid and attorneys providing such general legal service is sufficient to overcome any burden on physical accessibility to providers of legal aid to eligible customers (parties to a lease contract). The Centre of Legal Aid is a state budgetary organisation established in order to improve the access to justice for people in material need.

Though legal fees may be perceived as an obstacle to the access to justice, in fact, a party, who rightfully claims its rights should not be deterred from doing so on these grounds. Generally, the losing party is liable for the costs of the proceedings, i.e. the court's fees as well as the basic (regulated) fee of the opposing party's attorney's cost. However, due to extraordinary circumstances, the court is entitled not to impose the duty to cover the cost of the proceedings to the losing party. Apart from that the party, if eligible, based on income and financial standing, may be exempt from the court's fees, the payment duty, and provided with free (or for partial reward) legal assistance from the outset. As majority of the tenants would also be in a position of a consumer, they would be also exempt from the court's fees payment duty by the mere fact of claiming (or protecting) their rights from a consumer (lease) contract and the landlord's attorney's fees that he may eventually be liable for, if unsuccessful in the proceedings, would be lower than in a general civil legal proceedings.

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

There are many organizations that would dedicate their time to particular tenants' agenda within their much broader scope of interest. Organizations advocating purely tenants' rights are not active in Slovakia.

- The **Slovak Bar Association** as an independent self-administrative professional organisation, currently associates ca. 4100 lawyers. The legal profession helps to exercise the individual's constitutional right to defence and to protect any other individual's and legal entity's rights and interests in accordance with the Slovak Constitution and the laws, including all rights and duties associated with tenancy contracts and their enforcement. The duties and obligations of the legal profession are fulfilled by lawyers, particularly by representing clients before courts of law, governmental authorities and other entities, acting for and defending individuals in criminal proceedings, legal consultancy, writing instruments about legal acts, making legal analyses and administration of clients' property. It can arrange for a contact to a relevant lawyer in for an interested party.

Slovenská advokátska komora

Kolárska 4

813 42 Bratislava

Slovak Republic

Tel: +421 2 52961522

Fax: +421 2 52961554

e-mail: office@sak.sk

- **Centre of Legal Aid** provides legal aid to eligible clients, who may be the parties to a lease contract. It disposes of own legal experts and cooperates with practicing lawyers, knowing of their specializations (including tenancy law). The Centre operates in 13 regional offices and another consultation centres across the country.

Centrum právnej pomoci

Kancelária Bratislava

Námestie slobody 12

P.O. BOX 18

810 05 Bratislava 15

Tel: +421 2 496 835 21

e-mail: info.ba@legalaid.sk

For a list of local offices of the Centre of Legal Aid see: <http://www.legalaid.sk/kontakty>.

- The **Public Defender of Rights** accepts complaints of persons, whose fundamental rights and freedoms are allegedly violated in conflict with legal order or principles of a democratic and legal state through acting, decision-making, or inactivity of a public administration body, including a municipality. Hence, private rentals are outside of scope of the Public Defender of Rights.

Kancelária verejného ochrancu práv

Nevädzová 5

821 01 Bratislava-Ružinov

Tel: +421 2 48 28 72 39

Fax: +421 2 48 28 72 03

e-mail: sekretariat@vop.gov.sk

for an on-line complaint form visit: <http://www.vop.gov.sk/would-you-like-to-file-a-complaint>.

- The **Slovak Trade Inspection** is an authority of internal market surveillance; it is independent in its inspection and decision-making activities. *Inter alia* it surveys shortcomings of subjects providing services to consumers (which could be the case of a tenant) with regard to consumer protection issues.

Ústredný inšpektorát

Slovenskej obchodnej inšpekcie

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Prievozská 32

827 99 Bratislava 215

Tel: +421 2 58272 103

Fax: +421 2 53414 996

e-mail: info@soi.sk

For a list of local offices of the Slovak Trade Inspection see: <http://www.soi.sk/sk/Kontakt.soi>.

for an on-line form of suggestion for control visit: <http://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti.soi>.