

**Residential Tenancy Agreement****SAMPLE**

Concluded on ..... 2021 in Katowice between:

....., residing at ....., holding identity card no.

..... issued by .....,

PESEL.....

hereinafter referred to as **Lessor**

and

....., residing at ....., holding identity card no.

..... issued by .....,

PESEL.....

hereinafter referred to as the **Tenant**,

**§1**

1. The Lessor declares that he is the owner of a flat located in Katowice at ul. .... hereinafter referred to as a dwelling with an area of .....
2. The Lessor gives the Lessee to use the apartment mentioned in § 1 together with the equipment described in detail in the handover protocol constituting Appendix No. 1 to this Agreement.
3. The Lessee declares that he undertakes to pay the agreed rent to the Lessor.
4. The apartment rental agreement is concluded for a definite period of time ..... ..

**§2****Rent and other charges**

1. The Parties have agreed that the rent for one month amounts to **PLN .....00** (**..... PLN 0/100**) per month and is payable in arrears by the 15th day of each month to the Lessor's bank account numbered.....
2. The Tenant, in addition to paying the rent to the Lessor, shall be obliged to make all the payments resulting from the exploitation of the apartment premises (charges for the consumption of water, electricity, waste disposal, etc.). The Tenant shall pay the amounts due to the Lessor resulting from the exploitation of the apartment to the Lessor's bank account indicated in § 2 section 1 of the Agreement, within 7 days of presentation by the Lessor of the bill of the media supplier obliging the Lessor to pay the amounts due.

### § 3

On account of unpaid receivables for the lease of a dwelling and the media, as well as for the Lessor's security claims for repairing damage resulting from the lease, the Tenant shall pay to the Lessor, within 3 days from signing the Contract, a deposit equal to three times the monthly rent, i.e. the amount of ..... PLN (in words: ..... PLN 0/100), which must be returned by the Lessor within 30 days from the termination of the rental relationship, in an amount reduced by the Tenant's unpaid obligations towards the Lessor by virtue of the rental fee and charges for utilities as well as dues resulting from repairing damages resulting from the rental. Payment of the deposit by the Tenant shall be the condition for concluding this Agreement.

### § 4

1. The tenant does not have the right to sublet the premises or its remaining part.
2. The Tenant shall not make any construction changes, expenditures or improvements to the dwelling without the prior consent of the Lessor received in writing. The Lessor may demand that any changes made by the Tenant without the Lessor's consent be removed and the previous condition restored, or the changes be retained without refund.
3. Upon termination of the tenancy and vacating the premises, the Tenant shall refurbish and repair the premises and return to the Lessor the equivalent of the technical equipment that has been used. The amounts due shall be calculated according to the prices applicable on the date of settlement.

4. The Tenant is obliged to maintain the premises and the premises he is entitled to use in an appropriate technical, hygienic and sanitary condition as specified by separate regulations and to observe domestic order. The Tenant is also obliged to take care of and protect from damage or devastation the parts of the building intended for common use and the surroundings of the building.

5. The landlord is entitled to enter the premises in order to prevent damage to the premises or building, if there is a risk of damage, and to limit or assess its effects.

## § 5

1. The Lessor is entitled to terminate the Tenancy Agreement with one month's notice (calculated from the end of the calendar month in which the notice is served) in the following cases:

a) if the Tenant, despite a written warning, continues to use the premises in a manner contrary to the agreement or inconsistent with its purpose, or neglects its obligations, allowing damage to occur or destroys the equipment intended for common use by residents or violates in a flagrant or persistent manner against the domestic order, making it inconvenient to use other premises, or:

b) if, despite a written notice of intention to terminate the tenancy agreement and setting an additional repayment period, the Tenant is in arrears with rent payments for at least 3 full periods, or:

c) if the Tenant has rented, sublet or let free of charge the residential premises or a part thereof to third parties without the Lessor's consent.

2. The Lessor is entitled to terminate the Tenancy Agreement for valid reasons with 2 months' notice effective at the end of a calendar month.

## § 6

1. Any changes to the subject of the lease, in particular to the scope of use, condition of the dwelling, terms of payment or termination, must be made in writing under pain of nullity.

2. In matters not regulated by this Agreement, the provisions of the Act on the protection of Tenants' rights, the housing stock of the municipality and the amendment of the Civil Code and the provisions of the Civil Code shall apply.

3. The Agreement shall be accompanied by:

a) Protocol of delivery and acceptance of the dwelling dated on .....

b) Photographic documentation dated on ..... ( ... cards)

4. The Parties are obliged to inform each other in writing of any change in their correspondence address.

5. Letters sent to the last address for correspondence shall be deemed to have been effectively delivered. Any disputes arising from this Agreement shall be submitted by the Parties to the resolution of the Court having jurisdiction in Katowice.

6. The Agreement has been drawn up in duplicate, one for each Party.

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Lessor

Tenant