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ZUSAMMENARBEIT E.V.



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Unofficial consolidated text includes:

NN 91/96 – translation in progress for Articles 25 through 54

[NN 48/98](#)

[NN 66/98](#)

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APARTMENT LEASE ACT

ZAKON O NAJMU STANOVA

I. GENERAL PROVISIONS

Article 1

This act regulates the rights and obligations concerning the lease and use of the apartment or a part of the apartment.

Article 2

An apartment is made of residential premises with necessary facilities which make a complete architectural unit and have a separate entrance.

Other premises in the building which the tenant is using (garages, laundry rooms and alike) may be stipulated in the contract on the apartment lease, and additional fee should be paid for their use.

Article 3

- (1) The contract on the apartment lease imposes an obligation to the lessor to cede the apartment to leasee for the determined rent.
- (2) The contract on the apartment lease regulates mutual relations of the parties to the contract.
- (3) The items of the contract of the apartment lease which were not regulated by this Law, parties are free to agree upon.

Article 4

- (1) The contract on the apartment lease is signed by one leasee, exceptionally by both spouses.
- (2) The contract on the apartment lease is signed in a written form.

Article 5

The contract on the apartment lease particularly specifies the following:

1. the parties to the contract,
2. a description of the apartment, i.e. of the segment of the apartment leased,
3. amount of the rent and means of payment,
4. types of living expenses to be paid and means of payment,
5. data on persons who are to use the apartment together with the leasee,
6. duration of the lease,
7. rules on the maintenance of the apartment,
8. rules on use of common rooms, common parts and devices of the building, as well as of the accompanying yard,
9. rules on the hand over of the apartment.

II R E N T S

Article 6

The rent for use of the apartment paid by the leasee may be:

- protected rent
- freely determined rent

Article 7

- (1) Protected rent is the rent that is determined on the conditions and measures stipulated by the Government of the Republic Croatia.
- (2) Conditions and and measures from the par. 1. of this article is determined by the furnishing and occupancy rate of the apartment, the expenses of the maintenance of common parts and devices of the building and means of payment of the family household of the leasee.

(3) Protected rent can not be lower than the amount necessary for the defraying the costs of the maintenance of the residential building determined by the specific provisions.

Article 8

Protected rent is paid by the leasees who:

- use the apartment built by funds allocated for the solving the housing problems of lower income scale persons,
- use the apartment on the grounds of the provision for Croatian soldiers rights,
- had legal position of the bearer of tenant's right by the coming into force of this law,
- are stipulated by specific provisions

Article 9

Freely determined rent is paid by the leasees for whom the payment of the protected rent is not determined by this Law.

Article 10

(1) Freely determined rent from the contract on the apartment lease signed for indefinite time can not be submitted to changes before expire of one year. After that period any contracting party can suggest the change of the rent amount.

(2) At the change of the rent amount, after the expire of the period from par. 1. of this article, rent can be negotiated for further period up to the amount which responds to the amount that is 20 per cent higher from the average freely determined rent in the settlement, i. e. županija, for the apartment of the comparable area, furnishing and location.

Article 11

(1) Figures of the amount of the average rent according to the provisions of par. 2. article 10 of this law administrated by department of selfgoverned unit authorized for the housing business, on the grounds of data form the apartments' list.

(2) If the new proposed rent exceeds the amount from par. 1. of this article, the leasee has the right to demand the estimation of the new proposed rent through court within period of 30 days after the day new rent was proposed. Until the decision of the court the leasee pays an advance payment in the amount of the negotiated rent.

III. DUTIES OF THE LEASOR

Article 12

(1) The lessor hands over a habitable apartment to the leasee.

(2) The lessor and the leasee produce a protocol by which the condition of the apartment is determined at the time of handing over.

(3) Accountability of the lessor concerning defects in the leased apartment is subject of regulations on mandatory relations.

Article 13

Lessor is responsible for maintaining the apartment in habitable condition in accordance with the contract on the apartment lease.

IV DUTIES OF THE LESSEE

Article 14

- (1) The leasee is obliged to use the apartment without damaging it.
- (2) The leasee must not make changes in the apartment and common rooms and devices of the building without previous consent of the lessor.
- (3) The leasee is obligated to inform the lessor of necessary mending in the apartment and common rooms of the building which are due to be paid by lessor.

Article 15

- (1) Leasee is, according to the general regulations, responsible for the damage that he or other occupants cause in the apartment and common rooms and devices of the buildings.
- (2) For the rent and compensation of damage of par. 1 in this article there is legal lien right of the lessor for the brought in furniture and other movable property of the leasee and his household members which can be a subject to forced sale. Lessor can retain the movable property in the case of leasee's eviction until the rent or the compensation of damage is not paid.
- (3) In the case of par. 1 and 2 of this article, the members of the household of the leasee are sharing the responsibility for the rent unpaid and overdue and damages caused.

Article 16

Leasee and other occupants of the apartment are obliged to allow the lessor or the person authorized by the lessor, to enter the apartment in the case from article 14 par. 3 of this law regarding the control of the apartment use.

Article 17

Leasee is obliged to hand over the apartment to the lessor at the expire of the contract taking into consideration the changes that occurred due to regular use of the apartment unless other conditions were previously negotiated.

V LESSEE'S RIGHTS

Article 18

- (1) Leasee has the right to use common rooms, parts and devices of the building necessary for the use of the apartment and right to use the accompanying yard.
- (2) Leasee has the right to use other common rooms, parts and devices of the building if this is regulated by the contract.

VI TERMINATION OF THE CONTRACT ON THE APARTMENT LEASE

Article 19

(1) Lessor can terminate the contract on the apartment lease if the leasee or other occupants use the apartment contrary to the Apartment Lease Law and particularly:

1. if the leasee does not pay the rent or other expences, according to the time of payment in the contract,
2. if the leasee sublets the apartment or part of the apartment without leasor's consent,
3. if the leasee or other occupants of the apartment disturb other lesees or occupants of the building in normal use of the apartment or office space
4. if the apartment is used by a person that is not specified in the contract on the apartment lease longer than 30 days without leasor's consent, with the exception of spouse, progeny, parent, a person that leasee is obligated to support by the Law or a person who provides necessary care for the leasee or other occupants of the apartment while the necessity for the care and help exists.
5. if the leasee or other occupants of the apartment do not use the apartment for habitation but entirely or partly for other purposes

(2) Lessor can not terminate the contract on apartment lease although the conditions form the par. 1 of this article are fulfilled unless he gives the leasee a written notice to eliminate the reasons for the termination in 30 days.

(3) Lessor has the right to terminate the contract without notice from par. 2 of this article if the leasee acts more than twice disregarding the contract i. e. the Law.

Article 20

(1) The leasor can terminate the contract on the apartment lease if:

- leasee or other occupants of the apartment are responsible for causing damage to the common rooms and devices of the building and did not compensate it within 30 days
- leasee modifies the apartment, common rooms and devices without previous consent of the leasor.

(2) The leasor terminates the contract on the apartment lease in writing, with the explanation and eviction dead line which can not be shorter than 15 days.

Article 21

(1) The leasor can terminate the contract on the apartment lease for unlimited period besides the reasons form article 19 of this Law if he wants to inhabitate the apartment himself or to move in his progenies, parents or persons that he is obligated to support by specific regulations.

~~(2) In case of par. 1 of this article, the leasor can terminate the contract on the apartment lease signed for unlimited time only if he provides another vacant apartment with living conditions which are not less convenient for the leasee.~~

~~(Repealed by the Constitutional Court decision - NN 48/98)~~

Article 22

(1) The leasor terminates the contract on the apartment lease in person with the leasee's signature or by registered mail.

- (2) The termination notice for the eviction of the leasee in the case from article 19 of this Law is three months and in the case from article 21 of this law, six months. The termination notice starts on the first day of the following month from the month in which the notice is received.
- (3) If the leasee refuses to receive a written notice, the termination notice starts from the day on which the information of the refusal was registered in the post office.
- (4) If the leasee does not leave the apartment according to the termination notice i. e. the period determined by the lessor in case of article 20 of this Law, the lessor can lodge the complaint to the authorized court for the eviction of the leasee.
- (5) Proceeding which starts with the complaint for the eviction of the lease is urgent.

Article 23

The leasee can terminate the contract on the apartment lease for unlimited duration but he is obligated to notify the lessor at least three months prior to the day of termination.

VII DEATH I. E. TERMINATION OF THE PARTIES

Article 24

- (1) In the case of death or change of the lessor, i. e. termination of the lessor as legal person, rights and duties of the lessor are transferred to his heir or legal successor.
- (2) In the case of death of the leasee or if leasee leaves the apartment, rights and duties of the leasee from the contract on the apartment lease are transferred to his spouse. If the leasee does not have a spouse, the rights are transferred to his child, stepchild, leasee's adopted person that is specified in the contract on the lease, depending on the agreement.
- (3) In the event of change from the from par. 2 in this article, leasee or other occupants should notify the lessor in 30 days time from the death or the eviction. Within the same period of time these persons are obligated to notify the lessor if they want to terminate the contract.
- (4) If the persons from the par. 2 of this article do not reach the agreement on who will take over the rights and duties from the contract on the apartment lease within 30 days from the death or eviction of the leasee, they will be using the apartment without the contract on the apartment lease.

VIII RENEWAL OF THE CONTRACT ON THE APARTMENT LEASE FOR LIMITED DURATION

Article 25

- (1) Contract on the apartment lease for limited duration will be considered tacitly renewed for the same period of time if none of the parties involved does not notify in writing the other party, 30 days before the expire of the contract, that it does not intend to renew the contract for limited duration any further.
- (2) If the lessor wants to sign a contract on the apartment lease for limited duration but with different conditions, he is obliged to notify the leasee in the period of time and in the manner from par. 1 of this article.