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RENTING IN CONDITIONS OF THE WAR

Since the war began in 2022, the property market has gone through radical changes and not necessarily to the benefits of owners or those who have to rent. Renting in the cities of Ukraine has always been relevant, and today is even more so, when people are forced to flee and relocate due to the war.

Should we pay for the rent or should we not? I'm definitely sure lots of Ukrainians are curious to find out the answer to this question. Hopefully, my today's work will help resolve this popular issue.

First of all, according to the martial law, in the territories where hostilities are not taking place, and the property that is being rented is intact – the tenant must pay for the apartment he/she rents in the same way as in peacetime. However, if the tenant's financial capabilities have significantly deteriorated due to the war, it will be appropriate to contact the landlord, explain the problem and agree on a payment delay or discount.

The letter of the Chamber of Commerce and Industry of Ukraine, published on February 28, 2022, which certified that the military aggression of the Russian Federation against Ukraine is recognized as force majeure or circumstances of force majeure.

The effect of the specified letter extends, including, to all lease contracts. At the same time, remember that according to Article 617 of the Civil Code of Ukraine, the occurrence of force majeure exempts a person from liability for breach of contractual obligations.

Such provisions of the law indicate that war is not an absolute ground for exemption from rent, at the same time they exclude the possibility of holding you responsible for violation of the payment deadline.

What about the people who were forced to move out of their rented accommodation due to the active hostilities? There are ways to legally avoid paying for rent.

Part 6 of Article 762 of the Civil Code of Ukraine, states that the tenant is exempt from payment for the entire time during which the property could not be used by him/her due to circumstances for which he/she is not responsible.

Part 8 of Article 812 of the Civil Code of Ukraine, also states that subject of rent must be suitable for permanent residence in it. In addition, according to this article, the justified impossibility of living in rented accommodation can serve as a reason for your refusal of the rental contract.

Part 4 and 6 of Article 762 of the Civil Code of Ukraine, justifies the fact that the tenant has the right to demand a reduction of the fee if, due to objective circumstances, the possibility of using the property has significantly decreased. So, you can safely and surely claim a discount.

It is important to remember, if the contract is concluded after February 24, 2022, you must be careful in determining the circumstances of force majeure. For example, when concluding a contract on the territory of those regions that are not in the zone of hostilities, it can be noted that the circumstances of force majeure will be the beginning of hostilities in the region. However, under the conditions of loss or reduction of income and evidence of inability to pay the rent, the tenant may be released from the relevant obligations under the contract.

I would also like to say:

a) you should communicate with your landlord, explain the circumstances, and find a compromise. In these difficult times, it is, in fact, important to show humanity and understanding:

b) find out for yourself whether you want to keep this legal relationship, or whether you want to return to rented housing. Your model of behavior and ways to protect your rights will depend on this;

c) and lastly, the main thing today is your life, so take care of yourself and stay safe.

References

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