



University of Pécs

JOGKLINIKA  
CAMPUS LEGAL AID CLINIC

# LEGAL INFORMATION BOOKLET

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on liability for damage to the rented apartment

1. In a lease contract the parties may agree to set a specified sum of money as security for the tenant's obligations arising from the lease agreement. Although it is not mandatory for the parties to do so, it is useful to establish the payment of a security deposit as the tenant's obligation, because the aim of the deposit is to enable the landlord to deduct unpaid claims against the tenant (for example, the amount of damage caused by the tenant or unpaid rents) from the deposit upon termination of the contract.

- 1.1. In case the amount of the security deposit exceeds three times the monthly rent, such excessive deposit may be reduced by the court at the tenant's request.

2. It is advisable to take out property and liability insurance for the real estate. The parties must agree on who takes out the insurance. It is worth agreeing that the damage, and therefore any damage exceeding the amount of the deposit is to be covered primarily by the insurance company. It is necessary to fully acquaint the parties with the content of the documents related to the insurance, so that in a possible lawsuit the tenant can refer to the part of the contract regarding the insurance.

3. The tenant shall use the real estate for the designated purpose and in accordance with the contract.

4. The tenant is obliged to demonstrate the behaviour generally expected of them in order to prevent and mitigate the damages caused to the apartment. Accordingly, the tenant is obliged to notify the landlord immediately, if the apartment is at risk of damage, or if it is necessary to carry out work in the apartment that is the landlord's duty.

5. Simultaneously with the termination of the contract, the tenant is to be refunded the full amount of the deposit, or the remaining part after settlement of the landlord's possible claim based on the contract or the law; the landlord is obliged to return this amount without any further notice.

- 5.1. In case the landlord refuses to return the deposit, firstly we recommend writing a registered letter to the landlord expressing the tenant's wish to recover the deposit as well as setting a short deadline for the repayment.
- 5.2. If there is no reply to the registered letter or in case the landlord keeps on refusing to pay, it is advisable to contact a lawyer and - after clarifying the facts of the case – send a lawyer's demand for payment drafted by the authorized lawyer.
- 5.3. If the lawyer's notice is also unsuccessful, it is possible to initiate an order for payment procedure, which may be requested from any notary public in Hungary or bring the case to court.

6. To the extent of the rental fee and the costs, the landlord of the real estate shall be entitled to a lien on the assets of the lessee that can be found in the real estate. The landlord may prevent the removal of these assets during the existence of the lien.

7. In case damage is caused to the apartment, the equipment of the apartment, furthermore, the building and the central equipment of the building due to the behaviour of the tenant or their co-habitants, the landlord may demand that the tenant repair the defect or compensate for the damage.

8. The landlord is obliged to prove the breach of contract and the damage caused by the tenant, as well as the exact amount of the damage, for example, with an invoice or price quotation.

- 8.1. The landlord is also obliged to prove that the tenant has failed to meet his or her obligation to notify the landlord and this failure has resulted in damage.

*If you need personal legal assistance or have any questions about the procedure, contact the UP Campus Legal Aid Clinic, which is free for students.*



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