

Conditions for Premature Termination of Lease Agreement

Tenants who terminate their lease agreement prematurely, i.e., not at the agreed termination date or within the contractually defined notice period, are subject to the following conditions:

1. The vacating tenant is generally responsible for fulfilling all contractual obligations until the replacement tenant moves in, but no longer than until the regular expiration of their lease agreement.
2. The tenant may assign solvent and well-qualified prospective tenants to the management.
3. The successor tenant must be willing and financially capable of assuming the lease under the agreed conditions.
4. Typically, a suitable replacement tenant is sufficient to relieve the vacating tenant. However, the more replacement tenants proposed, the lower the likelihood of rejection by the management.
5. The vacating tenant informs the management whether they wish to search for a replacement tenant themselves or if they authorize the management to do so at their expense.
6. The management endeavors to assist in finding a replacement tenant without incurring additional costs (e.g., for advertisements).
7. If the management is tasked with re-letting, the tenant commits to covering all resulting costs, including the actual expenses for re-letting.
8. The final decision on re-letting lies with the management as the representative of the property owner.
9. The rental property is considered definitively rented once the new lease agreement is signed by the successor. The management bears no liability for delays in renting caused by the non-signing of an issued lease agreement or for other reasons (e.g., obtaining information).
10. The tenant is notified by the management once the rental is definitively arranged.
11. The security deposit (rental deposit) is refunded to the tenant only after the return of the rental property, subject to any defects or damages for which the tenant is liable.