

### **Can residential lease agreements be terminated by email?**

As many know, residential lease agreements may be validly entered into only in writing. However, it may arise as a question if our lessee does not pay or behaves in such a way which makes the maintenance of the lease impossible, whether we may terminate the residential lease agreement by email?

Labour law qualifies the text message and email as a written statement beside traditional handwritten letters, whereas email can only be considered as a written statement under civil legal relations if it was signed using an advanced electronic signature.

### **What does it mean in case of residential lease?**

Termination is a unilateral statement to the other party, which terminates the agreement with future effect. The legal effect of termination is established upon notification. Termination notice sent by the lessor to the lessee is effective only in writing according to the governing rules for legal relations of residential lease. Will the statement of the lessor be effective if the lessor sends the termination notice to the e-mail address or mobile phone of the lessee?

It is important to emphasize considering the spread of electronic mail that electronic mail can exclusively be considered as a written statement in the legal relationships of civil law only if it was signed using an advanced electronic signature. It means that if we attach our electronic signature to our statement by email then our termination will be effective. If we only send an email or a text message to the lessee then the lessor's statement will not meet the requirement of putting down the notice in writing. The legal consequence of this is that the lack of literacy itself makes the termination unlawful. Since the lessor's statement was made with the breach of formal requirements, the termination made by the lessor will be null and void, namely as if he would not have made his statement.

However, it is essential to highlight that the termination of the lease agreement with the omission of formalities will be effective under the relevant rules of the Civil Code, if the corresponding de facto status is established by the mutual intention of the parties. It means in the practice that if the lessor sends termination notice to the lessee by email or text message, and the lessee moves out from the flat to comply with the termination notice, the termination of the lease agreement by notice will be effective.



The problem arises when the lessee does not wish to comply with those contained in the termination notice of the lessor. For instance, the lessee does not pay the next rent, therefore the lessor requests him to pay by setting a date in writing, and then following the unsuccessful expiry of that date, he sends his written termination notice to the lessee. If the lessor made his legal statements by email or text message, then the lessee “gains time”, namely the lessor can rightly refer to that the written notice or termination notice was not effective.

Based on the foregoing, the lessors are worth acting carefully when they intend to terminate the residential lease agreement or they intend to send a notice to the lessee. Therefore, it is practical to make the termination or the notice in writing and hand it over to the lessee in person or to send it by registered mail, return receipt requested to the lessee. The lessor’s statement made by email will only be effective if the lessor signs it with his electronic signature. The law does not attach any legal consequence to the statement sent in text message; it is like the lessor would not have made a statement.