

Termination of tenancy agreement

Question:

I have the citizenship of Ukraine, but I live in Cyprus at the moment, I have the "visitor" status here (I have a pink-slip for a 6 months). I rent an apartment. And I have problems with Tenancy Agreement. In case of termination of the agreement before the date of expiration, the tenant shall compensate the damage to the owner of the apartment in the amount of the remaining period of stay according to the agreement. However in case of proved force majeure (it's not specified what kind of force majeure in the agreement), the tenant and the owner have the right to ask for termination of the agreement, after warning the other side of the agreement two months before. In the case of the consent the tenant check the apartment and if there was no any damage, the owner returns the deposit to the tenant. Because of a difficult situation in Ukraine, I can only get limited amounts, which is not enough to pay the rent and other payments. At my request for termination of the contract I got a response that the force majeure - the earthquake and other disasters. The question is: Can I ask for termination of the agreement, based on the military situation in my home country? During the rental of the apartment the ceiling began to crumble. Can I refer to it during the termination? In addition my pink-slip will expire in three months. Can it be grounds for termination of the contract? If yes, will I get the deposit back (even on account of the last month's rent)?

Response:

Prima facie, the terms of the tenancy agreement that you refer to, seem to be legitimate and include the rights and conditions that are commonly and widely used in tenancy agreements. According to the law, force majeure is a cause of relief from responsibility, because the consequences of the event have been unpreventable. Such situations include natural disasters that could not be evaded, i.e. "an act of God". The fact that your birth country faces a military situation does not render voidable, nor void the tenancy agreement. Moreover, your residence status in Cyprus, is irrelevant to the tenancy agreement. It is common practice that the contracting parties enter freely to the agreement and that they have understood and agreed mutually to all the terms of the agreement. Moreover, since you signed, it is provided that you have read, understood and agreed to all the terms of the agreement. There is an exemption to this rule, when your consent to sign was illegally obtained or via false representations. In any case, since this exemption does not apply to your case, you could argue that since the ceiling began to crumble, your personal safety is put at risk and that habitation of the specific apartment is not possible, due to the fact that it imposes risk on your personal safety. In any case, any termination of the said contract, shall be legal and valid only upon the consent of the landlord, unless a situation expressly referred to in the law, renders the said agreement void and

unenforceable. In case that you breach any terms of your tenancy agreement the landlord will have the right to take legal measures against you. Our legal advice to you is that if you cannot afford paying the rent is to suggest to the landowner to lower the rent or allow you to terminate the agreement based on humanitarian grounds. However, in such a case, the decision lies in the discretion of the landlord.