



LEGAL GUIDE

RENT AND HOUSING IN POLAND



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SOURCES OF LAW

- Civil Code (Journal of Laws 1964, No. 16, item 93, as amended)
- Act on the protection of tenants' rights, municipal housing resources and amending the Civil Code (Journal of Laws of 2001, No. 71, item 733, as amended)
- Act on Housing and Energy Allowances (Journal of Laws 2001, No. 71, item 734, as amended)
- Act on Social Assistance (Journal of Laws 2004, No. 64, item 593, as amended)
- Act on Foreigners (Journal of Laws of 2013, item 1650, as amended)
- Act on the Acquisition of Real Estate by Foreigners (Journal of Laws 1920, No. 31, item 178, as amended)
- Act – Building Law and other implementing acts (Journal of Laws 1994, No. 89, item 414, as amended)
- Regulation of the Council of Ministers on minimum standards of residential space

ENTRY

For many people, **renting an apartment** is the first step into adulthood, a way to gain independence, or a temporary solution in a new city or country. While it may seem simple—find a listing, pay rent, move in—renting actually comes with specific rights and responsibilities that are worth knowing.

Ignorance of the regulations can lead to misunderstandings, conflicts with the landlord, and in extreme cases, even eviction. On the other hand, a well-drafted contract and awareness of your rights can protect you from many problems and ensure a safe and peaceful rental experience.

This guide provides practical information on how to conclude a lease, what you can expect as a tenant, what to do in the event of a conflict, and what support you are entitled to from the municipality and the state. Whether you're a student, a family with children, or a foreigner, this knowledge will be useful.

APARTMENT RENTAL - RIGHTS AND OBLIGATIONS OF THE TENANT

Renting an apartment is a daily reality for thousands of people in Poland – both citizens and foreigners. A lease is an agreement between **the tenant** (the person who lives and pays for the property) and **the landlord** (the owner of the property). The rights and obligations of both parties are primarily regulated by the Civil Code.



Tenants have the right to peaceful use of the premises – the landlord cannot enter the apartment without notice, invade your privacy, or force you to move out without legal grounds. You also have the right to information, for example, about changes in rent or planned renovations to the building.

On the other hand, you also have **responsibilities**. Among the most important are **regular rent payments and utility bills**, such as electricity, water, and gas. You are also **responsible for minor repairs to the apartment**, such as replacing a light bulb, battery, or gasket. You must use the premises for its intended purpose and cannot sublet it to third parties without the landlord's consent.

It is worth remembering that if you want to move out, you must terminate the contract in accordance with its provisions – usually with a one-month notice period.

HOW TO WRITE A SECURE RENTAL AGREEMENT?

A **lease agreement** should **always be in writing** – even if you're renting from a friend or through an online ad. It's essential in any disputes, such as rent, security deposit refunds, or move-out dates.

A **secure contract** should include:

- **data of both parties** (name, surname, PESEL or passport number, address),
- **a detailed description of the apartment being rented** (address, area, number of rooms),
- **rent amount and payment deadline** (e.g. by the 10th of each month),
- **information about who pays for utilities** (tenant or owner),
- **length of the lease** (whether it is a fixed-term contract, e.g. 12 months, or indefinite),
- **the amount of the deposit** (i.e. security – usually the equivalent of 1 month's rent),
- **terms of notice** (i.e. how much notice can be given to terminate the contract).

It's also worth adding a handover report—a document describing the condition of the apartment upon moving in. You can attach photos of the apartment. This is very helpful if, at the end of the lease, there are any questions about the refund of the deposit or any potential damages.



Avoid **verbal** or **written contracts**, as well as situations where the owner does not want to agree to sign the contract - this is risky and may mean an attempt to circumvent the law.

EVICTION - WHEN IS IT LEGAL AND HOW TO PREVENT IT?

An eviction is a formal court order to vacate a property when a tenant fails to fulfill their obligations—usually due to prolonged nonpayment of rent, damage to the property, or disorderly conduct. A landlord cannot evict you themselves—they have no right to throw out your belongings, change the locks, or disconnect utilities. Only a **court** can issue an eviction order, and a bailiff enforces it.

If you are facing eviction, you can:

- file an application with the court for social housing (if you have a low income or children),
- ask the municipality for temporary replacement accommodation,
- reach an agreement with the owner and establish a new schedule for repayment of the arrears.



During the winter (November 1st to March 31st), evictions are prohibited without providing alternative housing. Additionally, elderly people, people with disabilities, pregnant women, and families with children are especially protected – they cannot be evicted "onto the street."

If you're facing eviction, it's important to contact a lawyer or an organization offering free legal aid as soon as possible to learn about **your rights and options**. Remember that **eviction is an ongoing process**—you have time to react and take steps to avoid homelessness.

PURCHASE OF REAL ESTATE BY A FOREIGNER

Foreigners can legally buy real estate in Poland, but the conditions depend on **citizenship** and **the type of property**.

If you're a **citizen of a European Union country**, you can buy an apartment, commercial property, or even a house **without special permission**. This also applies to citizens of Norway, Iceland, Switzerland, and Liechtenstein.

However, if you want to buy **a house with a plot of land, agricultural land, or are a citizen of a non-EU country** (e.g., Ukraine, India, Turkey), you may need permission from the **Ministry of Internal Affairs and Administration**. Such permission is not required if the foreigner:

- has been living in Poland for many years,
- has a permanent residence card,
- is married to a citizen Polish.



The purchase of real estate requires a **notarial deed**. The notary will review the documents and register the agreement in the land and mortgage register. **PCC tax** (2% of the property value), notary fees, and court fees must also be paid.

Before you buy an apartment, check:

- whether the owner has the full right to sell,
- whether the premises are free of debt (rent, mortgage),
- the legal status of the land and mortgage register.



HOUSING ASSISTANCE FROM THE MUNICIPALITY - WHO CAN APPLY?

Not everyone has the opportunity to rent or buy an apartment on the open market. Those in difficult financial circumstances can apply for **housing from the municipality's resources**. The municipality may grant:

- **a municipal flat** – a flat with a lower rent, granted for a longer period,
- **social housing** – for people with very low incomes, often with an eviction judgment,
- **temporary room** – for example for a person leaving a center, prison or a victim of violence.

To apply for such a property, you must meet **income criteria** set by the municipality. Typically, the following are required:

- not having another apartment,
- low income (e.g. below PLN 1,900 per person in the family),
- difficult life situation – e.g. disability, single parenting, illness.

The application should be **submitted to the municipal or city office**. It must be accompanied by proof of income, a declaration of financial status, and documents confirming residency and health status.

The waiting time can be long – from several months to several years – but in exceptional circumstances (e.g. after a fire, eviction with children), the municipality may grant the premises more quickly.



SUMMARY

Housing law in Poland gives tenants many rights, but also imposes obligations. If you rent a property:

- always sign a written contract,
- keep transfer confirmations and
- take care of the apartment.

Eviction cannot take place without a court decision – if problems arise, you have the right to protection and assistance.

Foreigners can legally buy apartments, although sometimes they must obtain official approval.

People in financial difficulties can benefit from municipal or social housing provided by municipalities.

If in doubt, it is always worth consulting a lawyer, the municipal tenant advocate or a non-governmental organization that helps with housing issues.