

Informational translation. The binding version is the Polish one (*wersja informacyjna – wiążąca jest wersja polska*). This document is signed in Polish and governed by Polish law; the translation is provided only to help you understand the content.

To wzór poglądowy. Nie stanowi porady prawnej – przed podpisaniem skonsultuj treść z prawnikiem. Passflat nie odpowiada za skutki jego wykorzystania.

(This is an illustrative template. It is not legal advice – consult a lawyer before signing. Passflat is not liable for the consequences of its use.) Non-binding fill-in template. Fields to complete are marked with square brackets, e.g. [FULL NAME].

⚠ Occasional lease (najem okazjonalny) – out of scope of this base template. If the original lease is an *occasional lease* (art. 19a–19e of the Tenant Protection Act), transferring it requires additional notarial steps (including the new tenant’s notarised declaration of voluntary submission to enforcement and indication of a substitute dwelling) which this template does **not** cover. Consult a notary and a lawyer.

AGREEMENT ON THE TRANSFER OF RIGHTS AND OBLIGATIONS UNDER A LEASE (LEASE ASSIGNMENT)

concluded on [DATE] in [CITY]

between:

1. **The Outgoing Tenant (Assignor):** [FULL NAME], residing at [ADDRESS], holding ID document [DOCUMENT TYPE AND NUMBER], PESEL [PESEL], – hereinafter the “**Outgoing Tenant**”,
 2. **The New Tenant (Assignee):** [FULL NAME], residing at [ADDRESS], holding ID document [DOCUMENT TYPE AND NUMBER], PESEL [PESEL], – hereinafter the “**New Tenant**”,
 3. **The Landlord (Owner of the premises):** [FULL NAME / COMPANY], residing / with registered office at [ADDRESS], holding [DOCUMENT TYPE AND NUMBER / NIP], – hereinafter the “**Landlord**”,
- jointly the “**Parties**”.

Why three parties? Transferring the tenant’s entire position requires (i) an assignment of claims – art. 509 et seq. of the Civil Code, and (ii) an assumption of debt – art. 519 et seq. The assumption of debt is effective **only with the creditor’s (Landlord’s) consent**, which must be **in writing under pain of nullity** (art. 522 of the Civil Code). That is why the Landlord is a party and grants consent in this document.

§ 1. The lease being assigned

1. The Outgoing Tenant and the Landlord are bound by a residential lease dated [LEASE DATE] (the “**Lease**”), concerning premises located in [CITY] at [STREET, BUILDING/UNIT NO., POSTCODE],

with an area of [AREA] m², for which land-and-mortgage register no. [KW NUMBER – if applicable] is kept (the “**Premises**”).

2. The Lease was concluded for [a fixed term until [DATE] / an indefinite term], with monthly rent of [AMOUNT] PLN and a deposit of [AMOUNT] PLN.
3. The Lease is / is not* an **occasional lease** (najem okazjonalny) within the meaning of art. 19a–19e of the Tenant Protection Act. (*delete as inapplicable*) ⚠️ If it is an occasional lease, the New Tenant may be required to submit their own notarised declaration of submission to enforcement and to indicate a substitute dwelling – **consult a lawyer**.
4. A copy of the Lease forms Annex 1 to this agreement. The New Tenant declares that they have read it and accept all of its provisions.

§ 2. Subject matter (transfer of rights and obligations)

1. The Outgoing Tenant transfers to the New Tenant **all rights and obligations** under the Lease, and the New Tenant **assumes** them, as of [TRANSFER DATE] (the “**Transfer Date**”).
2. As of the Transfer Date the New Tenant steps into the place of the Outgoing Tenant and becomes a party to the Lease on the existing terms.
3. The terms of the Lease (rent, term, payment dates, termination rules) **remain unchanged**, unless the Parties agree otherwise in a separate annex.

§ 3. Landlord’s consent

1. The Landlord hereby **consents** to the transfer of all rights and obligations under the Lease from the Outgoing Tenant to the New Tenant, including the assumption of debt within the meaning of art. 519 et seq. of the Civil Code.
2. The consent covers the **named** New Tenant and is granted in writing.
3. The Landlord declares that the Lease **does not contain / contains*** a prohibition or restriction on transferring rights and obligations; any restrictions are described in Annex no. [NO.].

§ 4. Settlements, rent and utilities

1. The Outgoing Tenant declares that as of the Transfer Date they **are not in arrears / are in arrears*** with rent and charges. Any arrears of [AMOUNT] PLN will be settled by [WHO] by [DATE].
2. Rent and charges for the period **up to** the Transfer Date are borne by the Outgoing Tenant; for the period **from** the Transfer Date – by the New Tenant.
3. The Parties will transfer the utility contracts (electricity, gas, water, internet, building/cooperative charges) to the New Tenant within [NUMBER] days of the Transfer Date. Meter readings as of the Transfer Date are recorded in the handover protocol (§ 6).

§ 5. Deposit

The Parties agree the following deposit arrangement (*choose option A or B*):

- **Option A** – The Landlord returns the deposit of [AMOUNT] PLN to the Outgoing Tenant, and the New Tenant pays the Landlord a new deposit of [AMOUNT] PLN by [DATE].
- **Option B** – The New Tenant reimburses the deposit of [AMOUNT] PLN directly to the Outgoing Tenant, and the deposit previously paid to the Landlord remains as security and is treated as the New Tenant’s deposit. The Landlord acknowledges and accepts this.

Reminder: the deposit is returned within 30 days of vacating the Premises, after deducting the Landlord's claims (art. 6(4) of the Tenant Protection Act). The protocol (§ 6) protects the New Tenant from being charged for pre-existing wear.

§ 6. Handover protocol and delivery of the Premises

1. On the Transfer Date the Outgoing Tenant hands over the Premises with its equipment and [NUMBER] sets of keys to the New Tenant.
2. The Parties draw up a **handover protocol** (art. 6c of the Tenant Protection Act) describing the technical condition of the Premises, the equipment and meter readings. The protocol forms Annex 2.

§ 7. Release of the Outgoing Tenant from liability

1. As of the Transfer Date the Landlord **releases the Outgoing Tenant** from obligations under the Lease arising after the Transfer Date.
2. The Outgoing Tenant remains liable only for obligations arising **up to** the Transfer Date.

§ 8. Declarations of the New Tenant

The New Tenant declares that: (a) they have read the Lease and inspected the condition of the Premises, (b) they assume the tenant's rights and obligations fully and voluntarily, (c) [any other declarations, e.g. regarding an occasional lease].

§ 9. Final provisions

1. The agreement enters into force on signing, with the transfer of rights and obligations taking effect from the Transfer Date.
2. Any amendments require written form under pain of nullity.
3. Matters not regulated herein are governed by the Civil Code and the Tenant Protection Act.
4. Disputes are resolved by the court competent for [CITY / location of the Premises].
5. The agreement is made in [NUMBER] identical copies, one for each Party.

Annexes: 1) Lease; 2) Handover protocol; [any others].

Outgoing Tenant	New Tenant	Landlord
.....
[FULL NAME]	[FULL NAME]	[FULL NAME / COMPANY]

⚠ Remember: this template does not replace legal advice. Consult a lawyer — especially where the lease is an occasional lease, where the original contract restricts assignment, or where there are arrears.