

**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].

---

## RESIDENTIAL SUBLEASE AGREEMENT (PODNAJEM)

concluded on [DATE] in [CITY]

between:

1. **The Sublessor (the existing Tenant of the Premises):** [FULL NAME], residing at [ADDRESS], holding ID document [DOCUMENT TYPE AND NUMBER], PESEL [PESEL], – hereinafter the “**Sublessor**”,
2. **The Subtenant:** [FULL NAME], residing at [ADDRESS], holding ID document [DOCUMENT TYPE AND NUMBER], PESEL [PESEL], – hereinafter the “**Subtenant**”,

jointly the “**Parties**”.

● **The Landlord’s (owner’s) consent is required.** Under art. 668<sup>2</sup> (688<sup>2</sup>) of the Civil Code, a residential tenant **may not** sublet the premises or part of them **without the Landlord’s consent** (exception: a person to whom the tenant owes a maintenance obligation). Subletting without consent breaches the main lease and may be grounds for its termination. Attach the consent as Annex 2 – see § 3. Written form is recommended (for evidentiary purposes).

---

### § 1. The Sublessor’s declarations and title to the Premises

1. The Sublessor declares that they are the tenant of the residential premises located in [CITY] at [STREET, BUILDING/UNIT NO., POSTCODE], with an area of [AREA] m<sup>2</sup> (the “**Premises**”), under a lease dated [DATE] concluded with [FULL NAME / NAME OF OWNER] (the “**Landlord**” and the “**Main Lease**”).
2. The Sublessor declares that the Main Lease **does not prohibit** subletting and that they have obtained the **Landlord’s consent** to sublet to the Subtenant (Annex 2).

### § 2. Subject of the sublease

1. The Sublessor gives the Subtenant for use [the whole Premises / a room of [AREA] m<sup>2</sup> together with the right to use the common areas: kitchen, bathroom, hallway], and the Subtenant undertakes to pay sublease rent.
2. The Premises/room are equipped as set out in the handover protocol (Annex 1).

3. The Subtenant undertakes to use the Premises in accordance with their purpose and with the obligations under the Main Lease. Under art. 668 § 1 of the Civil Code, **the Sublessor and the Subtenant are liable to the Landlord** for proper use of the Premises.

### **§ 3. Landlord's consent and dependence on the Main Lease**

1. The (suspensive) condition for the effectiveness of this agreement is obtaining the **Landlord's written consent** to the sublease (Annex 2).
2. Under art. 668 § 2 of the Civil Code, the sublease **ends at the latest when the Main Lease ends**, even if this agreement was concluded for a longer period. The Subtenant acknowledges this.

### **§ 4. Duration**

The agreement is concluded for [a fixed term from [DATE] to [DATE] / an indefinite term from [DATE]], subject to § 3(2).

### **§ 5. Rent and charges**

1. The sublease rent is [AMOUNT] PLN per month, payable in advance by the [DAY] of each month to account [ACCOUNT NUMBER] / in cash against a receipt.
2. In addition to the rent, the Subtenant covers [utilities: electricity, gas, water, heating, internet, operating charges] – [in full / proportionally / as a flat fee of [AMOUNT] PLN].
3. Utilities are settled [based on meters / invoices / a flat fee] in [monthly / quarterly] periods.

### **§ 6. Deposit**

1. The Subtenant pays a security deposit of [AMOUNT] PLN [equivalent to [NUMBER] months' rent] by [DATE].
2. The deposit secures the Sublessor's claims for arrears and damage to the Premises.
3. The deposit is returned within **30 days** of vacating and returning the Premises, after deducting the Sublessor's claims, based on the final protocol.

### **§ 7. Rights and obligations of the Parties**

1. **The Subtenant** undertakes to: keep the Premises in good condition, carry out minor repairs related to ordinary use, not give the Premises in further sublease or for free use without consent, not make changes without consent, observe the building/community rules and house order, and allow inspection of the Premises by prior arrangement.
2. **The Sublessor** undertakes to: hand over the Premises in a condition fit for the agreed use, ensure quiet enjoyment of the Premises within the limits of the Main Lease, and promptly inform the Subtenant of events concerning the Main Lease that may affect the sublease (e.g. termination).
3. Maximum number of persons living in the Premises: [NUMBER].

### **§ 8. Registration of residence (meldunek)**

The Subtenant may register for temporary residence for the sublease period, in accordance with the population registration rules. Registration is purely administrative and **does not create** any additional rights to the Premises beyond this agreement.

## § 9. Termination and ending

1. Either Party may terminate the agreement with [NUMBER] [months ' /weeks ' ] notice, effective at the end of a calendar month.
2. The Sublessor may terminate the agreement without notice if the Subtenant is in arrears for [NUMBER] full payment periods, uses the Premises contrary to the agreement, or breaches the house order.
3. The agreement expires in the cases set out in § 3(2) (end of the Main Lease).
4. After the agreement ends, the Subtenant returns the Premises in undeteriorated condition (allowing for normal wear) together with the keys; the Parties draw up a return **handover protocol**.

## § 10. Handover protocol

Delivery and return of the Premises take place on the basis of a handover protocol (art. 6c of the Tenant Protection Act) describing the technical condition, equipment and meter readings. The protocol forms Annex 1.

## § 11. Final provisions

1. Any amendments require written form under pain of nullity.
2. Matters not regulated herein are governed by the Civil Code and the Tenant Protection Act.
3. Disputes are resolved by the court competent for the location of the Premises.
4. The agreement is made in [NUMBER] identical copies, one for each Party.

**Annexes:** 1) Handover protocol; 2) Landlord's consent to sublet; [optionally a copy of the Main Lease].

<hr/>	
Sublessor	Subtenant
<hr/>	
.....	.....
[FULL NAME]	[FULL NAME]
<hr/>	

### Annex 2 – Template Landlord's consent (to be signed by the owner)

I, the undersigned [FULL NAME OF OWNER], owner of the premises at [ADDRESS], as Landlord under the lease dated [DATE], **consent** to the subletting of [the whole Premises / a room] by the Tenant [FULL NAME] to the Subtenant [FULL NAME] for the period [PERIOD].

[CITY, DATE] ..... (Landlord's signature)

**⚠ Remember:** this template does not replace legal advice. Without the Landlord's consent, subletting exposes you to termination of the main lease. Consult a lawyer.