

*I. Kalaur*

*Candidate of Law Sciences, Associate Professor,  
Associate Professor at the Department of Civil Law and Procedure,  
Law Faculty,  
Ternopil National Economic University*

## **LEGAL RESULTS IN CASE OF BREAKING THE PAYMENT DUTIES FOR RENTING BY A LEASE**

The scientific research work is devoted to investigation of legal results in case of breaking the payment duties for renting by a leasee.

The basis of the research is the legislation concerning application of alternative means of intensive influence by a leaser, i.e. repudiation of a contract or its termination. The first one is determined by a legislator and the opportunity to implement the other one is not objected by higher judicial instances, noticing that existence of the right to repudiation is not a barrier for a leaser to claim a legal action with the demand to terminate a contract in case of payment failure. However, to adjudicate a dispute, debt recovery before or after a legal action has no legal importance as well as it has no legal importance in case of order maintenance in pre-trial dispute adjustment.

The results of extrapolation of court practice to legally determined possibility of a leaser to repudiate a lease contract allow drawing the following conclusion: in order to repudiate a contract it is not legally important if debt recovery occurs

over the period between three-month overdue of debt and informing of a leasee about the contract repudiation.

It is grounded that in case of reaching the agreement between the parties about the periods of consideration of a leasee (a quarter of a year, half of a year etc.) as well as on legal results in case of breaking the payment duties for renting by a leasee, a leaser also has the right to claim the termination of a contract in court if there is principal terms breaking by late payment for the rented property.

The author proves that it is advisable to fix the leaser's right to claim the termination of a rent contract in case of payment failure by a leasee amending Part 1, Article 783 of the Civil Code of Ukraine by adding paragraph 5: "a leasee does not pay for renting during a period set by a contract or the law and these actions are considered as principal breach of a rent contract".

The subject of research is regulation of leasee's responsibility for payment failure that may be the reason to terminate a contract by a leaser.