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RETURN OF PROPERTY TO LESSOR: SOME ASPECTS OF LEGAL REGULATION

Contracting civil relationships, including the transfer of property for use, are not a static phenomenon and are characterized by a certain dynamics during its existence, one of the stages of which is performing the contractual relationship.

Given the fact that these legal relations are temporary, the process of proper implementation of this kind of contract is completed by return of property to lessor. At this stage of implementation, the main disputes arising between lessor and tenant are caused by the condition of the property the employer returns. Modern civil law determines proper performance of this duty by valuating category of “normal wear”. At the same time, legal doctrine has not defined a clear and unambiguous meaning of this concept and offers to apply to existing regulations or technical standards.

Summing the results of the research, it should be noted that for the assessment of property that the tenant returns to its counterparty under a lease contract, the legislator uses the valuating category of “normal wear”. This assessment is carried out separately in each case considering depreciation wear of item and proofs of application of the item according to its purpose and conditions determined by the parties to the contract. Return of property to lessor not in the same condition in which it was transferred to the tenant (with regard to normal wear) is not a ground for refusal of lessor to accept it. In order to eliminate controversy regarding the date and condition of the property, it is expedient to consolidate the fact of acceptance/return of property in an act of transfer or other document.

