GOVERNMENT SHUTDOWN INFORMATION
& POLISH RESIDENTIAL PROPERTY LEASE AGREEMENTS

03 November 2025

A. POLISH LANDLORD-TENANT LAW - FAILURE TO PAY RENT

Since residential property lease (for housing purposes) in Poland is considered an area of law requiring special protection due to the peculiarity of a landlord-tenant relationship, regulations pertaining to this subject have been pulled from the Civil Code and set out in a separate legislation, *i.e.*, the Act of June 21, 2001 on the Protection of Tenants' Rights, Municipal Housing Resources, and Amendments to the Civil Code (consolidated text: Journal of Laws 2023, item 725; hereinafter referred to as Tenants 'Rights Protection Act).

According to Article 11, paragraph 2, point 2 of the Tenants' Rights Protection Act a landlord may terminate the lease if a tenant is in arrears with the payment of rent, other fees for the use of the residential property [maintenance fees], or fees independent of the landlord but collected by the landlord [such as utilities or services], for at least three full payment periods, despite having been previously notified in writing of the intention to terminate the lease and being granted an additional one-month deadline to settle the overdue and current payments. The termination of the lease by the landlord may occur no later than a month in advance, at the end of a calendar month.

The above regulation applies to both fixed-term and open-ended residential property lease agreements (based on Article 5, paragraph 1 in conjunction with Article 11 of the Tenants' Rights Protection Act).

(1) "Three full payment periods"

This prerequisite can be achieved in two ways:

(a) When Tenant has failed to pay rent for three months (these do not need to be consecutive months).

Example:
Tenant does not pay rent for Nov on Nov. 1. Landlord cannot terminate IAW Article 11, paragraph 2, point 2 of the Tenants' Rights Act. Only if Tenant continues to be in arrears with the rent payment and does not pay in full the November, the December and the January rent, Landlord will have grounds to terminate.

(b) When Tenant's arrears equals the value of three months' rent - for instance, Tenant makes monthly payments but in incomplete amounts.

Example:
Tenant pays 1/2 of rent for Nov on Nov 1, 1/2 of rent for Dec on Dec 1, 1/2 of rent for Jan 1. Landlord does not have grounds to terminate IAW Article 11, paragraph 2, point 2 of the Tenants ' Rights Act until the time Tenant's arrears accumulate into the value of three months' rent.

(2) Prior warning notice & additional monthly deadline

The mere occurrence of payment arrears does not automatically entitle the landlord to terminate the lease. To exercise this right, the landlord must first "notify" the tenant in writing of the intention to

terminate the contract, at the same time granting the tenant an additional one-month deadline to settle the arrears.

Only after the expiration of one month from the delivery of the "warning notice" to the tenant (and in the event the tenant fails to settle the arrears) does the landlord have the right to give "notice of lease termination." Such a notice is effective on the date of its delivery to the tenant.

(3) Termination "no later than a month in advance, at the end of a calendar month"

After the landlord's notice of lease termination is delivered to the tenant, counting from that date, the lease termination takes effect a month in advance, at the end of a calendar month.

Example:
If Landlord's termination notice is delivered to Tenant on February 10, the notice period is calculated starting from March 1 and will end at the close of the calendar month, i.e., March 31. Consequently, the lease will be terminated only as of March 31.

(4) Additional provisions

In accordance with Article 11, paragraph 1 *ab initio* of the Tenants' Rights Protection Act the landlord has the right to terminate the residential property lease solely and exclusively for reasons specified in the Tenants' Rights Protection Act. Therefore, the described provision of Article 11, paragraph 2, point 2 constitutes the only legally valid basis/process for termination of the residential property lease due to failure to pay rent.

In accordance with Article 11, paragraph 1 *in fine* of the Tenants' Rights Protection Act the landlord's notice of lease termination, under pain of nullity, be made in writing and specify the reason for termination (in this case failure to pay rent).

(5) Summary

Below is what the process looks like in terms of timing (assuming the tenant does not pay rent for three consecutive months, as with partial payments this process could take significantly longer):

(a) 3 months (only after this period can 'any action' be taken under the Tenants 'Rights Protection Act),
(b) 1 month (an additional deadline to settle the arrears, as specified in the written warning notice),
(c) at least 1 month (or, in other words, 1 full calendar month plus the days from the previous month between the delivery of the notice of lease termination and the beginning of the next month).

In total, the time required to terminate a residential property lease due to failure to pay rent amounts to approximately 5–6 months in total.

B. RECOMMENDATIONS

(1) Recommended first step is to try and settle the matter amicably. It is advisable not to leave the matter unattended, but to present it to the landlord, explaining the default is due to the government shutdown and the Government Employee Fair Treatment Act of 2019 mandates that military personnel and other federal employees will receive backpay once the shutdown concludes.

(2) If the shutdown continues, it is worth to consider negotiating repayment terms with the landlord, such as deferring payments, dividing them into instalments, or even temporarily reducing the rent. It is advisable to formalize the details in writing in the form of a settlement agreement.

(3) If the landlord is not amenable, it is recommended to pay at least part of the rent.

C. BOTTOM LINE

Under Polish law, no landlord will be able to terminate a lease if the November rent is not paid in part or full. Nevertheless, tenants are advises to inform the landlord up front if they cannot pay the rent in November.

Note that some landlords may not know the governing Polish lease laws and send an invalid notice of lease termination. In that event, tenants should immediately contact their legal assistance office.

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