

decisions that meet certain political interests, rather than national or public interests.

References:

1. Закон України «Про прокуратуру» від 14.10.2014 № 1697-VII. URL: <https://zakon.rada.gov.ua/laws/show/1697-18#Text>
2. Наказ Офісу Генерального прокурора «Про затвердження Концепції взаємодії органів прокуратури з громадами ("Прокурор громади")» від 11.08.2023 № 224. URL: <https://zakon.rada.gov.ua/laws/show/v0224905-23#Text>
3. Стаття «КОНЦЕПЦІЯ «ПРОКУРОР ГРОМАДИ»: Перспективи та проблеми налагодження взаємодії з інститутами громадянського суспільства», Пилип В. URL: https://dspace.lvduvs.edu.ua/bitstream/1234567890/6862/1/%D0%A2%D0%B5%D0%B7%D0%B8_08-12-23_23-01-24.pdf#page=90
4. Сучасний англо-український юридичний словник: понад 75 англійських термінів і стійких словосполучень / Львів, нац. ун-т ім. І.Франка; уклад. Леся Васплівна Мисик. Ірина Володимирівна Савка; за наук. ред. В. Т. Нор. — Київ: Ін Юре, 2018. (Бібліотека словників "Ін Юре").
5. The Cambridge Dictionary URL: <https://dictionary.cambridge.org/>

RESIDENTIAL LEASE AGREEMENT

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Problem Statement. The satisfaction of housing needs through the conclusion of a residential lease agreement is one of the most common legal mechanisms for exercising the right to housing. However, the legal regulation of such relations remains imperfect. As a result, conflicts between civil and housing legislation, gaps in legal regulation, and instability in judicial practice persist. The insufficient consideration of the specific nature of civil law lease agreements negatively affects the protection of the rights and interests of the parties involved from the moment such relations arise.

Objectives. The purpose of this article is to establish the specifics of the procedure and conditions for concluding a civil law contract for the rental (lease) of housing in accordance with the current civil legislation of Ukraine.

Methods. The best research methodological basis is a set of doctrinal and empirical methods for studying analyzing legislation, case law, and legal doctrines governing residential leases.

Results. The residential lease agreement constitutes one of the forms of exercising the constitutional right to housing (Article 47 of the Constitution). It is the primary contract that facilitates the transfer of residential premises for use.

In modern legal and economic conditions, the lease agreement serves as a mechanism for satisfying a person's housing needs both within market-based housing relations and outside of them, such as in distributive housing relations.

Under a residential lease (rental) agreement, one party – the owner of the dwelling (lessor) – transfers or undertakes to transfer the premises to the other party (lessee) for residence for a specified period in exchange for payment (Article 810(1) of the Civil Code).

Based on the general definition of contracts, a lease agreement may be either real or consensual, depending on how the parties define the moment of its conclusion. If the agreement is deemed concluded once the parties reach a consensus on all essential terms, it is consensual. If the contract is considered formed only upon the transfer of the premises for use, it is classified as real.

Under Article 811 of the Civil Code, a residential lease agreement must be concluded in written form. Yet, failure to comply with the written form does not automatically render the contract void unless otherwise established by law.

The parties to a residential lease agreement are the lessor and the lessee. As a general rule, the lessor is the owner of the dwelling, whether an individual or a legal entity. In specific cases, an authorized representative of the owner, such as a property manager acting under a property management agreement may also act as the lessor. The lessee may likewise be either a natural person or a legal entity.

Where multiple individuals act as lessees, their obligations under the lease agreement are joint and several (Article 816(3) of the Civil Code). In such cases, all lessees hold the status of co-lessees, creating an obligation involving multiple parties on the lessee's side.

The subject matter of the lease agreement may include residential premises, such as an entire house or part thereof, an apartment, or a section of an apartment. However, auxiliary premises (e.g., a kitchen, hallway, storage room, etc.) cannot be an independent subject of lease. The premises leased must include at least one residential space (one or more rooms or a part of a room).

According to Article 821(1) of the Civil Code, a residential lease agreement is concluded for a term established by the contract. The law permits the conclusion of an agreement without a specified term, in which case it is presumed to be concluded for five years. A lease agreement concluded for a period of up to one year is referred to in legislation as a short-term lease.

Conclusion. The residential lease agreement serves as a fundamental instrument for realizing the constitutional right to housing. It not only facilitates the transfer of residential premises for use but also establishes a clear legal framework that governs the rights and obligations of both lessor and lessee.

References:

1. Гуляк Я.В. Договір найму (оренди) житла за цивільним законодавством України: Дис. ... канд. юрид. наук. – О., 2005
2. Слома В. Договір найму житла за цивільним законодавством України. *Юридична Україна*. 2010. № 7.
3. Цивільне право : підручник : у 2 т. / за ред.: В. І. Борисова, І. В. Спасибо-Фатєєвої, В. Л. Яроцького. Харків : Право, 2014 Т. 2. 816 с.

4. Цивільний кодекс України. Відомості Верховної Ради України (ВВР), 2003, No No 40-44, ст. 356. URL: <https://zakon.rada.gov.ua/laws/show/435-15#Text>

5. Сучасний англо-український юридичний словник: понад 75 тисяч англійських термінів і стійких словосполучень / Львів. нац. ун-т ім. І. Франка ; уклад. Леся Василівна Мисик, Ірина Володимирівна Савка ; за наук. ред. В. Т. Нор. – Київ : Ін Юре, 2018. – 1350 с. – (Бібліотека словників «Ін Юре»).

COMMITTING A CRIMINAL OFFENSE BY A GROUP OF PERSONS BY PRIOR CONSPIRACY AND AN ORGANIZED GROUP AS DIFFERENT FORMS OF COMPLICITY

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This paper investigates the legal complexities of considering criminal offenses committed under prior conspiracy and within organized groups and analyzing them as specific forms of complicity. Complicity, in general, refers to the legal liability of individuals who aid, abet, or otherwise participate in the commission of a crime. Understanding the distinctions between prior conspiracy and organized groups is crucial for accurate legal classification and prosecution. These forms of complicity pose unique challenges in proving intent, establishing hierarchies, and attributing responsibility.

Moreover, the rise of transnational organized crime and sophisticated criminal networks underscores the need for a thorough examination of these legal concepts. Specifically, accurate legal definitions and distinctions are essential for ensuring fair trials and appropriate sentencing.

Consequently, legal scholars and practitioners have long debated the intricacies of complicity. Significant contributions have been made by such scholars as: **1) Wayne R. LaFave**, known for his comprehensive work on criminal law and providing foundational analysis of complicity principles;

2) Joshua Dressler, another prominent scholar, who delves into the nuances of criminal intent and accomplice liability; **3) European legal scholars**, there are many scholars from Europe who have done extensive research into organized crime and the differences in the legal systems in regards to organized crime.

To clarify the distinction, prior conspiracy involves an agreement between two or more individuals to commit a crime, with an overt act in furtherance of that agreement. Key elements, as specified in Legal Information Institute, include: 1) agreement, a mutual understanding and intent to commit an unlawful act; 2) intent, shared intent to achieve the criminal objective; 3) overt act, an action taken to execute the agreement.

In contrast, an organized group typically involves a more structured and hierarchical criminal entity, with defined roles and a sustained pattern of criminal activity. Key elements include: 1) structure, a hierarchical organization with