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## FORMATION AND DEVELOPMENT OF THE TENANCY AGREEMENT WITHIN THE TRIUNE LOCATIO-CONDUCTIO

The article is dedicated to the analysis of tenancy agreement in Roman law. The author points out that the tenancy agreement derived and developed under the tenancy, which represented the triune system consisting of contracts on property lease, services and recruitment (outsourcing). The author attempts to define the concept of property lease (locatio-conductio rerum) – property rentals where the tenant (conductor) is provided with a certain thing for a temporary use by the landlord (locator) for a specified period for a monetary reward. As the author notes, the given agreement also provided for the hiring of chattel real, including houses and apartments, but Roman law didn't separate any independent tenancy agreement. Besides, lease agreement worked for those citizens who were unable to purchase any private housing and were *inquilinus* – tenants. The main feature of the property lease contract is the bilateral binding element, that's why the rights and obligations of the parties are corresponding. Thus, the author designates getting a reward as the fundamental right of the landlord; paying the rentage as the primary responsibility of the tenant; offering the tenant the belonging in time and in a suitable condition as the principal obligation of the landlord; provision of dwelling for sublease as one of the most important rights of the tenant. The emphasis in the article is placed on the grounds of termination of the tenancy agreement under the Roman law, provided by the author. The study of the famous sources of Roman law institutions such as *Gaia*, *Institutions of Justinian*, *Digest*, the works of *Ulpian*, *Alphen*, *Paul*, *Labeo* and other Roman lawyers, allowed the author to make a conclusion regarding the diversity of relationships that had evolved concerning renting habitation according to Roman law. The author concludes that the tenancy agreement was recognized by the Roman jurists, as evidenced by repeated references, examples in their works, as well as by obtaining legal protection and judicial protection (*actio locate* – by the landlord, *actio conducti* – by the tenant) of the parties of the agreement. The author notes that the legal foundations of the Roman law are not only relevant, but also turned out to be necessary for the system of civil rights in the legislation of dozens of countries including Ukraine.