

Franel national contribution to the Fundamental Rights Report – Challenges and achievements in 2025

Housing crisis and people experiencing homelessness

Country: Poland

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1. Legal framework

Please briefly elaborate on the legal framework to protect tenants or owners from homelessness and forced eviction. Please include respective provisions in the case of an execution order and in case an eviction takes place. Please consider specific provisions for vulnerable person, legal safeguards which prevent or limit evictions and intervention system in the case of eviction and early interventions before evictions.

Protection of tenants against forced eviction in Poland is regulated by several key legal acts that define tenants' and owners' rights, landlords' obligations and eviction procedures. Preventing and combating homelessness, on the other hand, is addressed in other legal acts, which focus primarily on providing homeless people with benefits, especially various forms of shelter. At first glance, there is a clear lack of an intersectional approach to the problem of homelessness caused by evictions from previously occupied dwellings.

Furthermore, Polish law generally treats evicted persons as a uniform group, and any solutions that take into account individual financial or personal circumstances, such as belonging to a vulnerable group, are the exception; an example of such a solution is the provision of the Tenancy Act stipulating that certain persons cannot be evicted without the right to social housing. It is futile, however, to look for legal solutions such as pre- and post-eviction intervention systems or rapid rehousing designed for members of vulnerable groups.

Finally, the issue is regulated for the most part at the level of statutory provisions, and it is difficult to find any guidelines or other soft law norms that would address the problem.

Constitution

According to the Constitution of the Republic of Poland, public authorities pursue policies that promote the satisfaction of citizens' housing needs, in particular by combating homelessness.¹ Although this provision is only programmatic in nature (i.e., it does not give rise to any subjective rights), it constitutes the constitutional basis for protecting tenants from homelessness.

This principle is reflected in the case law of the highest courts. The Constitutional Tribunal has repeatedly emphasised that an evicted tenant cannot be deprived of a roof over their head without being provided with a minimum social standard of living.² In

¹ Poland, Constitution of the Republic of Poland ([Konstytucja Rzeczypospolitej Polskiej](#)), 2 April 1997, Article 75(1).

² See, for example, Poland, Constitutional Tribunal, [case no. K 11/00](#), 4 April 2001.

turn, the Supreme Court has indicated that the right to property is not absolute and is subject to restrictions in order to protect the weaker party to the tenancy relationship – the tenant.

Civil Code

The Civil Code³ regulates tenancy agreements, which are the most common basis for tenants to use residential premises.

Among the general provisions of the Civil Code on tenancy agreements, the following can be highlighted as strengthening tenant protection:

- the mandatory written form of a rent agreement for residential premises or rooms concluded for a period longer than one year (and in the event of non-compliance, the presumption of an agreement concluded for an indefinite period);⁴
- presumption of an indefinite agreement in the case of agreements longer than 10 years;⁵
- presumption of indefinite rent extension in the event that, after the expiry of the term specified in the notice of termination or agreement, the tenant continues to use the premises with the consent of the landlord;⁶
- the tenant's right to claim compensation from the purchaser of the rented premises if they would be obliged to return the premises earlier than specified in the lease agreement.⁷

Among the provisions relating specifically to the rental of residential premises, the Civil Code stipulates that:

- spouses are tenants of the premises regardless of the property relations between them, if the tenancy agreement for the premises intended to satisfy their housing needs was concluded during their marriage;⁸

³ Poland, Civil Code ([Kodeks cywilny](#)), 23 April 1964.

⁴ *Ibid*, Article 660.

⁵ *Ibid*, Article 661(1).

⁶ *Ibid*, Article 674.

⁷ *Ibid*, Article 679(1).

⁸ *Ibid*, Article 681¹(1).

- if the duration of the rent is not specified and the rent is payable monthly, the contract may be terminated at the latest three months in advance;⁹
- the landlord's consent to sublet the premises is not required with regard to a person towards whom the tenant has a maintenance obligation (e.g. children);¹⁰
- specific persons (e.g. children, grandchildren) enter into a tenancy agreement if they lived permanently with the tenant in that premises until his or her death;¹¹
- the possibility of termination of the rent agreement by the purchaser of the residential premises is excluded, unless the tenant has not yet taken possession of the premises;¹²
- proper application of the provisions of the Civil Code on the protection of property rights to protect the rights of tenants of residential premises.¹³

Tenancy Act

The main legal act specifically protecting tenants (i.e. persons using the premises on the basis of a lease agreement or legal title other than ownership) is the Act on the protection of tenants' rights (hereinafter referred to as the Tenancy Act).¹⁴ It regulates, among other things:

- the rules for renting residential premises,
- termination of a tenancy agreement by the owner,
- protection against unlawful eviction,
- the obligation to provide social accommodation (a premises suitable for habitation due to their furnishings and technical condition, where the floor space per member of the tenant's household may not be less than 5 m², and in the case of a single-person

⁹ *Ibid*, Article 688.

¹⁰ *Ibid*, Article 688².

¹¹ *Ibid*, Article 691(1)-(2).

¹² *Ibid*, Article 692.

¹³ *Ibid*, Article 690.

¹⁴ Poland, Act on the protection of tenants' rights, municipal housing resources and amendments to the Civil Code ([*Ustawa o ochronie praw lokatorów, mieszkaniowym zasobie gminy i o zmianie Kodeksu cywilnego*](#)), 21 June 2001.

household, 10 m², whereby such premises may be of a lower standard)¹⁵ by the municipality,

- the obligation to provide temporary accommodation (a premises suitable for habitation, with access to a water supply and a toilet, even if these facilities are located outside the building, natural and electric lighting, heating, dry building partitions and the possibility of installing cooking facilities, providing at least 5 m² of living space per person and, as far as possible, located in the same or a nearby locality where the relocated persons have been living until now)¹⁶ by the municipality,
- a list of persons who cannot be evicted without being provided with social accommodation¹⁷.

Firstly, the Tenancy Act imposes an obligation on municipalities to create conditions for meeting the housing needs of the community. In the event of a bailiff enforcing the obligation to vacate the premises, the municipality is therefore obliged to provide the tenant with temporary accommodation, unless the creditor, debtor or a third party has indicated accommodation that meets the requirements for temporary accommodation.¹⁸

Secondly, the Tenancy Act stipulates that in the case of paid use of premises, termination of the legal relationship by the owner may only take place for reasons specified exhaustively and within the time limits specified in the Act. In terms of tenant protection, the act provides that:

- the owner of the premises may terminate the tenancy agreement with a person who has legal title to other premises located in the same or a nearby town, and the tenant may use those premises if they meet the conditions for replacement premises (premises located in the same town as the current premises, equipped with at least the same technical facilities as the premises used so far, with rooms of the same size as in the premises used so far; this condition is considered to be met if there is 10 m² of total room space per member of the household, and in the case of a single-person household - 20 m² of this space¹⁹),²⁰

¹⁵ *Ibid*, Article 22.

¹⁶ *Ibid*, Article 2(5a).

¹⁷ *Ibid*, Article 14(4).

¹⁸ *Ibid*, Article 4(2a).

¹⁹ *Ibid*, Article 2(6).

²⁰ *Ibid*, Article 11(3)(2).

- no later than 1 month in advance, the owner may terminate the legal relationship if they intend to live in the premises belonging to them, if the tenant has a title to premises in which they can live under conditions as if they had received replacement premises, or if the owner provides them with replacement premises;²¹

- no later than 3 years in advance, the owner may terminate the legal relationship with the tenant if they intend to live in the premises belonging to them and do not provide the tenant with replacement premises and the tenant is not entitled to premises corresponding to the conditions of replacement premises.²² However, if the tenant is over 75 years of age on the date of receipt of the notice of termination and who, after the expiry of the 3-year period, does not have legal title to another premises in which they can reside, nor are there any persons who are obliged to pay maintenance to them, the termination shall only take effect upon the death of the tenant.²³

Furthermore, if the contract is terminated due to the need to demolish or renovate the building in which the tenant's premises are located, the tenant is entitled to replacement premises. The obligation to provide replacement premises and cover the costs of moving rests, in principle, with the owner of the building.²⁴

In turn, if the nature of the necessary repairs of the premises requires the tenant to vacate the premises (but without termination of the contract), the tenant moves to replacement premises at the owner's expense, but for no longer than one year. After this period, the owner is obliged to make the repaired premises available to the tenant within the framework of the existing legal relationship.²⁵

Thirdly, in a judgment ordering the eviction of tenants from premises, the court rules on the right to conclude a social housing lease agreement or the lack of such a right in relation to the persons to whom the order applies. The obligation to provide social housing rests with the local authority responsible for the location of the premises to be vacated.²⁶ When examining whether the conditions for concluding a social tenancy agreement are met, the court shall take into account the persons' previous use of the premises and their particular financial and family situation.²⁷ The Act also provides for

²¹ *Ibid*, Article 11(4).

²² *Ibid*, Article 11(5).

²³ *Ibid*, Article 11(12).

²⁴ *Ibid*, Article 11(9).

²⁵ *Ibid*, Article 10(4).

²⁶ *Ibid*, Article 14(1).

²⁷ *Ibid*, Article 14(3).

an exhaustive list of categories of protected persons in respect of whom the court may not rule that they are not entitled to conclude a social housing tenancy agreement. These include:

- pregnant women,
- minors, persons with disabilities or incapacitated persons and persons caring for them and living with them,
- bedridden persons,
- pensioners or disability pensioners who meet the criteria for receiving social assistance benefits,
- persons with unemployed status,
- persons who meet the conditions specified by the municipal council by way of a resolution.²⁸

The right to conclude a social housing lease agreement does not apply if:

- evicted persons can live in premises other than those currently used or their financial situation allows them to meet their housing needs on their own;²⁹
- the reason for vacating the premises is domestic violence or gross or persistent violation of domestic order, or inappropriate behaviour making it difficult to use other premises in the building, or if the premises were occupied without legal title.³⁰

When ruling on the right to conclude a social housing lease agreement, the court orders a stay of eviction from the premises until the municipality submits an offer to conclude a social housing lease agreement.³¹

Fourthly, the Tenancy Act provides for a protection period during the year when eviction orders are not enforced. It applies from 1 November to 31 March of the following year and concerns persons who have not been assigned a new place of residence.³² This happens when:

²⁸ *Ibid*, Article 14(4).

²⁹ *Ibid*, Article 14(4) *in fine*.

³⁰ *Ibid*, Article 17(1).

³¹ *Ibid*, Article 14(6).

³² *Ibid*, Article 16.

- the reason for vacating the premises is domestic violence or gross or persistent violation of domestic order, or inappropriate behaviour making it difficult to use other premises in the building;

- the premises were occupied without legal title.³³

In the case of persons who have occupied premises without legal title, the court may rule on the right to conclude a social housing tenancy agreement. This may occur if, in the court's opinion, granting this right would be particularly justified in the light of the principles of social coexistence (e.g. this is supported by the specific financial or personal situation of the evicted person, which theoretically leaves room for consideration of membership of a vulnerable group).³⁴ In other respects, the general rules apply to such persons.

Fifthly, the Tenancy Act provides for a special solution in the case of occasional tenancy, i.e. the tenancy of a residential premises whose owner, being a natural person, does not conduct business activity in the field of renting premises, concluded for a fixed period not exceeding 10 years. In such a case, it is mandatory for the tenant to indicate another property in which they will be able to reside in the event of enforcement of the obligation to vacate the property.³⁵

Sixthly, in the case of premises remaining in the municipality's housing stock, the lease agreement may be terminated due to exceeding the usable area of the premises in relation to the number of household members. In such a case, the municipality is obliged to present a written offer to conclude a lease agreement for other premises that meet at least the same requirements as the replacement premises.³⁶

Seventh, in the case of social housing, the local authority may only terminate the agreement if the tenant has obtained legal title to another property and is able to use it.³⁷

Finally, the Tenancy Act imposes an obligation on municipalities to create a stock of temporary accommodation for rent. The lease agreement for such accommodation is concluded for a fixed term of not less than one month and not more than six months. Persons against whom enforcement proceedings have been initiated on the basis of an

³³ *Ibid*, Article 17(1).

³⁴ *Ibid*, Article 17(1a).

³⁵ *Ibid*, Article 19a(2)(2).

³⁶ *Ibid*, Article 21(4a).

³⁷ *Ibid*, Article 25.

enforcement title (most often a court ruling) ordering them to vacate premises used to satisfy their housing needs, without the right to social housing or replacement premises, are entitled to use temporary accommodation.³⁸

Code of Civil Procedure

The Code of Civil Procedure³⁹ regulates court proceedings in civil cases and the enforcement of judgments in such cases. As part of the provisions on the enforcement of non-monetary obligations, the Code regulates the procedure for evictions.

According to the Code, if the premises serve to satisfy the debtor's housing needs and the debtor is not entitled to conclude a social housing lease agreement or a replacement premises lease agreement, the bailiff shall remove the debtor to other premises or a room to which the debtor has legal title and in which he or she may reside. If the debtor does not have legal title to another flat or premises, the bailiff shall suspend the proceedings until the local authority indicates temporary premises to the debtor.⁴⁰

The bailiff may not refrain from performing the action if the creditor or debtor or a third party indicates premises that meet the requirements for temporary premises.⁴¹

If, however, the debtor is not entitled to temporary accommodation, the bailiff shall remove the debtor to a night shelter, hostel or other facility providing accommodation, indicated at the request of the bailiff by the competent local authority.⁴²

The provisions in question are specified in two regulations issued by the Minister of Justice:

- on the detailed procedure in cases concerning the eviction of persons from premises or rooms or the surrender of real estate;⁴³

³⁸ *Ibid*, Article 25c.

³⁹ Poland, Code of Civil Procedure ([Kodeks postępowania cywilnego](#)), 17 November 1964.

⁴⁰ *Ibid*, Article 1046(4).

⁴¹ *Ibid*, Article 1046(5).

⁴² *Ibid*, Article 1046(5¹).

⁴³ Poland, Minister of Justice, Regulation on the detailed procedure for cases concerning the eviction of premises or rooms or the surrender of real estate ([Rozporządzenie w sprawie szczególnego trybu postępowania w sprawach o opróżnienie lokalu lub pomieszczenia albo o wydanie nieruchomości](#)), 22 December 2011.

- on the detailed procedure in cases concerning the enforcement of a decision obliging a person who commits domestic violence to leave the jointly occupied dwelling and its immediate surroundings.⁴⁴

Pursuant to the provisions of the Code of Civil Procedure, it is possible to challenge eviction, in accordance with general rules, by bringing one of two types of actions before the court. The first type of action is available to the debtor and makes it possible to render the judgment on which the enforcement is based unenforceable; it applies, for example, to situations where an event has occurred as a result of which the debtor's obligation has expired or cannot be enforced.⁴⁵ The second type of action allows a third party to exempt a given item from enforcement if it would violate that person's rights.⁴⁶ However, none of the above actions may be based on the personal characteristics or vulnerabilities of the tenant living in the premises subject to enforcement.

Social Assistance Act

The Social Assistance Act⁴⁷ specifies, among other things, the types of social welfare benefits and the rules and procedures for granting them. The Act lists homelessness among the reasons for granting benefits to individuals and families.⁴⁸ A homeless person is defined as a person who does not reside in a residential premises within the meaning of the Tenancy Act and is not registered for permanent residence within the meaning of the provisions on population registration, as well as a person who does not reside in a residential premises and is registered for permanent residence in premises where it is not possible to live.⁴⁹

⁴⁴ Poland, Minister of Justice, Regulation on the detailed procedures for cases concerning the enforcement of a decision obliging a person who commits domestic violence to leave the jointly occupied dwelling and its immediate surroundings ([Rozporządzenie w sprawie szczegółowego trybu postępowania w sprawach o wykonanie postanowienia zobowiązującego osobę stosującą przemoc domową do opuszczenia wspólnie zajmowanego mieszkania i jego bezpośredniego otoczenia](#)), 3 August 2023.

⁴⁵ Poland, Code of Civil Procedure ([Kodeks postępowania cywilnego](#)), 17 November 1964, Article 840(1).

⁴⁶ *Ibid*, Article 841(1).

⁴⁷ Poland, Social Assistance Act ([Ustawa o pomocy społecznej](#)), 12 March 2004.

⁴⁸ *Ibid*, Article 7(3).

⁴⁹ *Ibid*, Article 6(8).

According to the Act, individuals and families have the right to shelter if they are deprived of it.⁵⁰ Shelter is provided by granting temporary accommodation in a night shelter, a homeless shelter or a homeless shelter with care services.⁵¹

A homeless shelter provides homeless people who have signed a social contract with round-the-clock temporary accommodation and services aimed at strengthening social activity, overcoming homelessness and achieving independence in life.⁵²

A homeless shelter with care services provides homeless people who, due to age, illness or disability, require partial care and assistance in meeting their basic needs, but do not require round-the-clock care, temporary shelter with care services and services aimed at strengthening social activity, as far as possible, to help them overcome homelessness and achieve independence in life.⁵³

A night shelter provides shelter for homeless people, offering temporary assistance in the form of a place to stay, enabling them to spend the night in conditions that guarantee the protection of life and health.⁵⁴

Temporary shelter may also be provided in the form of a warming centre, which allows for emergency, safe accommodation in heated rooms equipped with at least seating.⁵⁵

The minimum standard of services provided in the above facilities and the buildings in which they are located is specified in a regulation issued by the Minister of Justice.⁵⁶

Criminal Code

The Criminal Code penalises obstruction of the use of residential premises.

According to the Code, it is prohibited to use violence (other than physical violence or unlawful threats) in a manner that significantly obstructs the use of the residential

⁵⁰ *Ibid*, Article 48.

⁵¹ *Ibid*, Article 48a

⁵² *Ibid*, Article 48a(2).

⁵³ *Ibid*, Article 48a(2b).

⁵⁴ *Ibid*, Article 48a(3).

⁵⁵ *Ibid*, Article 48a(4).

⁵⁶ Poland, Minister of Justice, Regulation on minimum standards for night shelters, homeless shelters, homeless shelters with care services, and warming centres ([Rozporządzenie w sprawie minimalnych standardów noclegowni, schronisk dla osób bezdomnych, schronisk dla osób bezdomnych z usługami opiekuńczymi i ogrzewalni](#)), 27 April 2018.

premises occupied by the victim or persistently, in order to force the victim to behave in a certain way. This act is punishable by imprisonment for up to 3 years.⁵⁷

⁵⁷ Poland, Criminal Code (*Kodeks karny*), 6 June 1997, Article 191(1a).

2. Major developments in 2025

Table 1 – Major legislative/policy measures on eviction and homelessness in 2025

	Reference/name/weblink	Short description and reference to the paragraph / page in the referenced document	Authorities responsible to implement
a) Legislative act / Policy measure	Overcoming homelessness. Assistance programme for homeless people – 2025 edition (Pokonać bezdomność. Program pomocy osobom bezdomnym – edycja 2025)	<p>The programme provides for support for both intervention and activation measures, as well as measures aimed at preventing homelessness. It complements the statutory obligations of local authorities in the field of combating homelessness and also supports the activities of other entities operating in the field of social assistance.</p> <p>The programme is intended to be a specific instrument motivating the implementation of wide-ranging preventive measures in the field of homelessness, which are currently undertaken to a limited extent in Poland. The programme also addresses the important issue of assistance measures focused on groups of people experiencing homelessness who require a special approach, i.e. homeless young people and young adults, as well as the development of various forms of housing support.</p>	Minister of Family, Labour and Social Policy and local government units

		<p>The main objective of the programme is to inspire and support activities aimed at preventing and solving the problem of homelessness. Within the main objective, the following Programme Modules with specific objectives have been identified:</p> <ul style="list-style-type: none"> ➤ MODULE I: PREVENTION Objective: To prevent homelessness by carrying out preventive activities. ➤ MODULE II: SUPPORT FOR HOMELESS PEOPLE Objective: To carry out intervention and activation activities aimed at people in a homelessness crisis. ➤ MODULE III: NON-INSTITUTIONAL SUPPORT - HOUSING SOLUTIONS Objective: To support entities in providing comprehensive support in the process of overcoming homelessness by providing housing services. ➤ MODULE IV: INNOVATION AND COOPERATION Objective: To inspire the implementation of new solutions to the problem of homelessness, as well as networking and cooperation in the area of combating homelessness. (pp. 4-5) <p>The programme provisions do not specify a strict timeframe for its implementation. However, given that it is</p>	
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		intended to remain in force until a new programme is established by its operator, the Ministry, it can be assumed that this will be a long-term policy. (pp. 15-16)	
	Poland, Act amending the Act on social forms of housing development and certain other acts (Ustawa o zmianie ustawy o społecznych formach rozwoju mieszkalnictwa oraz niektórych innych ustaw), 25 July 2025, Article 1(3)	<p>The amendment, which came into force on 22 August 2025, modified Article 28 of the Act on social forms of housing development⁵⁸. This provision regulates rent rates in social housing initiatives and stipulates that these rates are set by the initiative's legislative body in such a way that the total rent for all premises operated by a given social housing initiative covers the costs of operating and renovating the buildings and the repayment of construction-related liabilities. The provision also sets the maximum annual rent at 4% (or 5% in certain cases) of the replacement value of a given premises.</p> <p>The amendment in question introduces a requirement that any change in the amount of rent must be approved by a resolution of the social housing initiative's supervisory board, under pain of nullity.</p>	
	Poland, Parliamentary bill amending the Act	The amendment provides for a further change to	

⁵⁸ Poland, Act on social forms of housing development ([Ustawa o społecznych formach rozwoju mieszkalnictwa](#)), 26 October 1995.

	<p>on social forms of housing development (<u>Poselski projekt ustawy o zmianie ustawy o społecznych formach rozwoju mieszkalnictwa</u>), print no 1890, 9 October 2025</p>	<p>the wording of Article 28 of the Act on Social Forms of Housing Development. First of all, it introduces the principle that the rent rate for flats in the social housing stock of a housing initiative is determined on the basis of reliable calculations by the body representing that initiative, published on its website at least two weeks before the resolution on the change is adopted [Article 1(1)].</p> <p>In addition, the proposed amendment introduces a requirement to set the rent rate in such a way that the total rent for all residential and non-residential premises belonging to the social housing initiative and the civil benefits from other assets of the initiative cover:</p> <ol style="list-style-type: none"> 1) operating costs; 2) renovation costs; 3) repayment of the initiative's liabilities related to the construction of the building for which the rent is set; 4) the costs of operating the initiative. <p>The amendment also sets maximum operating costs for social housing initiatives in a given financial year, depending on the number of units in their portfolio. These costs may not exceed:</p> <ol style="list-style-type: none"> 1) 15% if the initiative has fewer than 100 residential units; 	
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		<p>2) 5% if the initiative has between 100 and 500 residential units; 3) 2% if the initiative has between 500 and 1,000 residential units; 4) 0.5% if the initiative has between 1,000 and 4,000 residential units; 5) 0.2% if the SIM has more than 4,000 residential units – of the sum of all rents obtained from residential and non-residential units belonging to the initiative and civil benefits from other assets of the social housing initiative [Article 1(2)].</p> <p>Finally, the amendment introduces greater transparency in terms of the operating costs of social housing initiatives. Pursuant to the amendment, the body representing the initiative shall disclose, update and archive on its website data containing the operating costs of the SIM, in particular concerning expenses related to:</p> <p>1) employment costs, specifying job positions; 2) the costs of civil law contracts, together with a description justifying the conclusion of such a contract.</p> <p>If, at the end of the financial year, it turns out that the amount obtained from rents for residential and non-residential premises of the initiative and civil benefits from its</p>	
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		<p>other assets was greater than the amount that should have been obtained in accordance with the above rules, the management board shall allocate this surplus to additional capital, which, in the event of a necessary rent increase, shall be allocated in full to limiting the scope of the increase. [Article 1(3)].</p> <p>As indicated in the explanatory memorandum to the draft amendment, the introduction of the proposed solutions is justified due to the growing social needs related to ensuring financial transparency in the activities of social housing initiatives and protecting tenants' rights against unjustified increases in the costs of operating flats. Transparency and detailed regulations on rent issues will contribute to increasing residents' trust in the activities of initiatives and ensure more effective and fairer management of housing resources. The proposed changes, as intended by the drafters, will improve the financial situation of several hundred thousand people who rent flats from social housing initiatives, as their housing-related expenses should decrease significantly.</p>	
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		The draft is currently undergoing its first reading in the Sejm's infrastructure and local government committees. ⁵⁹	
b) Developments of safeguards to limit or prevent evictions	No developments of such safeguards have been identified so far.		
c) Protection of vulnerable groups and intervention mechanism	No developments of such safeguards have been identified so far.		

⁵⁹ Poland, Parliamentary bill amending the Act on social forms of housing development ([*Poselski projekt ustawy o zmianie ustawy o społecznych formach rozwoju mieszkalnictwa*](#)), print no 1890, legislative process, 9 October 2025 (accessed 19.01.2026).

3. Number of execution orders and actual evictions for private households

Please provide data or estimates for 2025 or published in 2025, and as available for different categories (tenants/owners and as outlined in 2b and 2c) and any trends. Please indicate data limitations and justification for the choice of source(s) or lack of data

In Poland, statistical data on evictions are published in multi-year reports by the Ministry of Justice. The latest available report was published in March 2025 and covers the years 1999–2024.⁶⁰

The above study collects data on:

- the number of district court rulings concerning the eviction of residential or commercial premises in the years 1995-2024, with both categories of premises treated jointly in the years 1995-1999, while from 2000 onwards, the numbers of evictions are given separately for each category;
- the number of cases in which a bailiff took action to vacate residential premises between 1999 and 2024, with a breakdown of the number of cases where:
 - a) the tenant was not entitled to social housing (for years 1999-2008),
 - b) the tenant was entitled to temporary premises (for years 2009-2011),
 - c) the tenant was not entitled to social or replacement housing (for years 2012-2021);
 - d) for the years 2022-2024, the study identifies the number of cases where: the tenant was entitled to social or replacement housing; the tenant was not entitled to such housing but was evicted to temporary accommodation; the tenant was not entitled to temporary accommodation and was evicted to a homeless shelter or night shelter.

For both court cases and bailiff activities, the report covers the number of cases received for processing in a given year, the number of cases processed (for courts, settling a case may mean granting it in whole or in part, dismissing it, returning it, rejecting it,

⁶⁰ Poland, Ministry of Justice, Bailiff and civil evictions in the years 1999–2024 ([Eksmisje komornicze i cywilne w latach 1999-2024](#)), 25 March 2024.

discontinuing it, or settling it in some other way), and the number of cases remaining to be processed.

The advantage of the study is that it provides an overview of the overall scale of evictions in Poland and their credibility. In addition, it shows the number of the most critical eviction cases, i.e. those where the tenant is not entitled to 'alternative' accommodation and where there is a real risk of homelessness. On the other hand, the study does not distinguish between specific groups of people affected by eviction on the basis of any characteristics (e.g. age, gender, ethnic origin), which is a significant shortcoming, nor does it provide information on type of ownership (public/private) of emptied premises. This lack of disaggregation of data is, therefore, the reason why the situation of vulnerable groups is not reflected in the Ministry's statistics.

When it comes to the number of eviction orders, in 2024, district courts received 13,373 such cases. This figure has remained at a similar level over the last five years (13,902 in 2023, 12,860 in 2022, 13,506 in 2021 and 13,986 in 2020). 13,376 cases were resolved by the courts.

In turn, in 2024, bailiffs received 4,362 cases concerning the eviction of tenants from residential premises, and 4,647 cases were resolved. Among the resolved cases:

- in 588 cases, the tenant was entitled to social or replacement housing;
- in 581 cases, eviction took place to temporary accommodation;
- in 817 cases, there was no right to temporary accommodation, and eviction took place to a homeless shelter, night shelter or other accommodation facility.

In 2022 and 2023, the statistics of eviction orders executed by bailiffs remained at a similar level.

Over the past five years, a significant decrease in the number of evictions carried out was recorded in 2020 and 2021 (3,594 and 2,342, respectively; by comparison, the number of evictions carried out in 2019 was 5,172, and in 2018 – 6,724.). This was due to the ban on evictions, with certain exceptions, introduced under COVID-19 pandemic regulations, which was in force from 31 March 2020 to 15 April 2022.

As regards statistics from 2010 to 2017, the annual number of evictions from flats regularly exceeded 7,000 and even 8,000.

Annex – Promising practice

Promising practice	
Title (original language)	Dom dla Młodzieży
Title (EN)	Youth Centre
Organisation (original language)	Fundacja “PoDRUGIE”
Organisation (EN)	“PoDRUGIE” Foundation
Government / Civil society	Civil society
Funding body	Private sponsors
Reference (incl. URL, where available)	https://podrugie.pl/dom-dla-mlodziezy/
Indicate the start date of the promising practice and the finishing date if it has ceased to exist	2022 – now
Type of initiative	Providing shelter and activation for young people experiencing homelessness or at risk of homelessness
Main target group	Young people aged 18-25
Indicate level of implementation: Local/Regional/National	Local
Brief description (max. 1000 chars)	<p>The Youth Centre is the only facility of its kind in Poland dedicated exclusively to young people aged 18-25 who are at risk of or affected by homelessness. It offers assistance in the form of shelter and activation.</p> <p>It is located in a single-family house in Warsaw and offers 14-16 round-the-clock places to stay.</p> <p>The facility provides services in the following areas:</p> <ul style="list-style-type: none"> - preparation and support in the implementation of measures aimed at permanently regulating the housing situation of participants; - 24-hour presence of carers who ensure that residents make proper use of the stay programme; - full board and supplies of essential household products. <p>The conditions for admission are age and a difficult life situation resulting from homelessness or the threat of homelessness. To</p>

	<p>take advantage of accommodation in the Centre, one must apply for an interview at the Foundation's help centre. Admissions are subject to availability, and if there are no places available, those applying for help will be informed about other solutions.</p> <p>According to the Foundation's own data, published on its social media, during the three years of the Youth Centre's operation (2022-2025), a total of 70 beneficiaries used its services, 69 of whom were not older than 21. Of the 70 beneficiaries of the Youth Centre, 24 stayed there for at least two months (half of them for more than five months); of these 24 longest-staying beneficiaries, 14 subsequently moved into training flats and six found flats on their own.⁶¹</p>
<p>Highlight any element of the actions that is transferable (max. 500 chars)</p>	<p>One element that may be transferable is the provision of front-line assistance to young people who are experiencing homelessness or are at risk of becoming homeless. In addition to providing basic services in the form of 24-hour shelter and access to household goods, the time spent by beneficiaries at the centre is to be used to comprehensively resolve the difficult situation in which they find themselves. This may require psychological/psychiatric assistance (e.g. in the field of addiction), other health care, legal assistance or assistance in continuing education or finding a job. Once the beneficiary's situation has been resolved, they may be referred to the next stage of independence, i.e. living in one of the youth flats run by the foundation.</p>
<p>Give reasons why you consider the practice as sustainable (as opposed to 'one off activities')</p>	<p>The facility is intended to be a long-term operation, designed to help beneficiaries overcome homelessness or the threat of homelessness, activate them, move them on to the next stage (which is living in one of the flats for young people, where there is less supervision by carers) and accept new residents.</p> <p>A factor conducive to sustainability is the introduction of partial payment (with the possibility of limiting or exempting from the obligation depending on the individual situation of a given resident) and the involvement of residents in fulfilling their responsibilities to the community of the centre.</p>
<p>Give reasons why you consider the practice as having concrete measurable impact</p>	<p>The success of the practice can be measured by the number of people who have obtained the right to reside in one of the flats for young people run by the Foundation. Young people and young adults with experience of homelessness can acquire (train) the skills of independent, responsible living in these flats. The conditions for referral to such accommodation are that the beneficiary must have an income and their health issues must be resolved.</p>

⁶¹ poDRUGIE, [Półmetek grudnia i wkraczamy w czas podsumowań i analiz tego, co zadziało się w 2025 roku](#) (Status update), Facebook, 15 December 2025.

<p>Give reasons why you consider the practice as transferable to other settings and/or Member States?</p>	<p>The practice is universal in nature and can be successfully transferred to other Member States. Support in this form can also be provided to other vulnerable groups experiencing homelessness.</p>
<p>Explain, if applicable, how the practice involves beneficiaries and stakeholders in the design, planning, evaluation, review assessment and implementation of the practice</p>	<p>Beneficiaries participate in activities for the Centre (daily tasks, taking care of the premises, preparing meals) and in activities planned by the Foundation (trips to the cinema, museums, volunteering, etc.).</p> <p>It is also important that beneficiaries contribute to the costs of living. The amount for a month's stay is fixed for all participants, but it can be reduced for individual persons (e.g. those without income) or even waived for some persons (usually due to health problems). No payment is expected at the beginning of the cooperation with a new resident. Payment issues are determined individually and are adjusted to the participant's capabilities.</p>