FROM THE IUSTORIA BLOG

“I Never Collected the Letter, So It Never Reached Me.” When It Still Counts

> *Notice ending a lease, withdrawal from a contract or a reminder takes effect even if the envelope stays at the post office. When a letter has reached you and why notice at work is different.*

IUSTORIA TEAM

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“I never collected the letter, so nothing reached me.” We hear this at the firm from tenants whose landlord has sent them notice, from debtors whose creditor has withdrawn from a contract, and from people who simply do not want to find out that someone has a complaint against them. They count on nothing happening as long as the envelope stays unopened.

But it does. Notice, a withdrawal from a contract or a demand for payment takes effect as soon as the addressee could read the letter. Whether they actually did makes no difference. An envelope lying at the post office does not stop any time limit; it only eats into the time you have to defend yourself.

So it pays to know when a letter has reached you under the Civil Code and when it has not, what leaving it uncollected means for a lease, a withdrawal from a contract and a reminder, and why notice at work follows different rules.

What it means for a letter to have “reached” you

A legal act takes effect towards an absent person from the moment the expression of will reaches them (Section 570(1) of the Czech Civil Code). The law does not speak of reading or of taking delivery, but of reaching the addressee.

According to the settled case law of the Supreme Court, an expression of will reaches the addressee when it enters their sphere of control, that is, when they have a real opportunity to acquaint themselves with it. As the court put it in its judgment of 6 August 2024, file no. 27 Cdo 3499/2023, “it is not necessary for the addressee actually to acquaint themselves with the content of the act”; it is enough that they had an objective opportunity to do so (paragraph 19).

A collection notice that the postal worker drops into the letterbox provides such an opportunity too. In its judgment of 13 February 2019, file no. 26 Cdo 3144/2018, the Supreme Court stated that the addressee gains an objective opportunity to acquaint themselves with the content of an item even when all that arrives in their letterbox is a notice that it is being held for them. It explained the purpose of the rule as a division of risk: each party is responsible for its own sphere of control. The sender for sending the letter and for its journey to the addressee. The addressee for what happens to it after that.

For a letter that was never collected, the conclusion is simple. It reached you on the day the postal worker left the notice in your letterbox and the item was already waiting at the post office, ready for collection. That you did not check your letterbox that day or did not go to the post office is your own affair. The addressee bears the risk of what happens to the notice afterwards: in the order of 1 July 2016, file no. 26 Cdo 1239/2016, it did not even help the addressee that his wife had taken the notice out of their shared letterbox and hidden it from him. The same applies if you take delivery of a letter and do not open it.

When an uncollected letter really has not reached you

Receipt rests on an objective opportunity to read the letter. Where that opportunity was missing, the letter did not reach the addressee, even if the post office held it for collection.

In its judgment of 17 April 2013, file no. 26 Cdo 441/2012, the Supreme Court considered notice terminating a lease that was sent to a tenant who was not living in the flat during renovation work and never learned that the item was being held. It concluded that when service is by post, the addressee has an objective opportunity to acquaint themselves with the content of the item only if they are staying at the place where it is delivered. The decision was based on the previous Civil Code, but the Supreme Court expressly stated that the same conclusions on receipt also apply under Section 570 of the current Code (order of 31 March 2025, file no. 26 Cdo 3216/2024, paragraph 9).

The Constitutional Court went even further in its judgment (*nález*) of 1 October 2013, file no. I. ÚS 2474/13. On the day the collection notice for the termination letter arrived, the tenant was at work until the post office closed, and he collected the item the next day. The Constitutional Court concluded that being at work until the post office closes is just as much an objective obstacle as being in hospital or abroad. In its view, no one can be expected to go home every day during working hours to check the letterbox (paragraph 12). It set aside the courts' decisions, noting that the tenant would have to prove these circumstances in the further proceedings (paragraph 16). The Supreme Court later clarified this: working hours can delay receipt only by the one day on which the notice arrived, and by the next working day at the latest the addressee does have the opportunity to collect the item (26 Cdo 1239/2016).

This has two practical consequences:

- **The addressee must assert and prove the obstacle.** The sender only has to show that the letter was sent and that the post office held the item and left a notice. The addressee must then prove what objectively, that is, independently of their will, prevented them from acquainting themselves with the letter (26 Cdo 3144/2018). A hospital discharge report or plane tickets will help here.
- **Reluctance or fear is not an obstacle.** If the addressee was at home and did not go to the post office because they suspected what was in the envelope, they have nothing to rely on.

The law also deals expressly with deliberately avoiding a letter: if the other party knowingly prevents an expression of will from reaching them, it is deemed to have duly reached them (Section 570(1), the part of the sentence after the semicolon). There is therefore no point in refusing an item that the postal worker is handing you, or in deliberately avoiding them.

The notice period, the two-month time limit for defending yourself against notice terminating a lease and the time limit for payment all run from receipt, not from the moment you open the envelope. If you count from the day you collected the letter, you may lose the chance to defend yourself.

The third working day: what the presumption in Section 573 is for

The Civil Code contains a rule that is often overrated: “An item that has arrived and was sent through a postal service provider is presumed to have arrived on the third working day after it was sent”; for items sent abroad, on the fifteenth working day (Section 573).

The words “is presumed” create a rebuttable presumption, and only as to the day of receipt. The law speaks of an item “that has arrived”: the sender must prove by other means that the letter arrived at all. An ordinary letter that the addressee says they never received is therefore not saved by the presumption. It helps a sender who can prove delivery but has no record of the exact day. As soon as a different day is proven, for example from the advice of delivery or from the post office's records of when the item was held, that day is decisive. How the notice period for a lease is calculated on this basis is explained in our guide to giving notice on a lease (in Czech).

Court documents and documents delivered to a data box (*datová schránka*, the Czech state electronic mailbox for official delivery) are served under the rules of procedure, which we discuss in the article Missed a Court Deadline: What Can Still Be Saved and What Can't.

Notice on a lease, withdrawal, reminders and email

Notice terminating the lease of a flat. It must be in writing and must reach the other party. The notice period runs from the first day of the month following receipt (Section 2286(1)), and the tenant may apply to the court for a review of whether the notice was justified within two months of the day the notice reached them (Section 2290).

Example: the landlord sends notice on Friday 9 October 2026. On the morning of Wednesday 14 October the postal worker does not find the tenant at home and leaves a collection notice. The tenant is at home in the afternoon, according to the notice the item is ready for collection that same day, and the post office is open. But the tenant only checks the letterbox on Friday. The notice reached the tenant on 14 October. The three-month notice period will run from 1 November 2026 to 31 January 2027. The time limit for applying to the court will end on the day whose number matches the day of receipt (Section 605(2)), that is, on 14 December 2026. It is a substantive time limit: the application must reach the court on that day, posting it is not enough, and the court cannot excuse missing it (Supreme Court judgment of 22 March 2023, file no. 26 Cdo 3259/2022). If the tenant collected the item only on 27 October and counted the time limit from that day, the application would be late. How to defend yourself against notice is described in our guide to notice from a landlord (in Czech).

Withdrawal from a contract. Withdrawal cancels the obligation from the outset (Section 2004(1)), and here too receipt is what counts. A debtor who does not collect a letter withdrawing from the contract cannot later claim that the contract is still in force. The exception is a consumer exercising the statutory right of withdrawal, for example from a contract concluded at a distance or off business premises: the consumer meets the time limit by sending the notice of withdrawal within it (Section 1818). How to withdraw from a distance contract is explained in our guide to withdrawing from a contract (in Czech).

Reminders and demands for payment. If a time for payment has been agreed, the debtor must pay even without being asked, and a reminder makes no difference to when the debtor is in default (Section 1958(1)). If the parties have not agreed when payment is due, the creditor may demand payment immediately, and the debtor must then pay without undue delay (Section 1958(2)). In that case, default depends on when the demand reached the debtor. Without a demand for payment sent at least 7 days before the claim is filed, to the address for service or the last known address, the creditor will as a rule not be awarded the costs of the court proceedings even if they win (Section 142a of the Czech Code of Civil Procedure). Here the law speaks of sending, not of delivery. Details can be found in our guide to demands for payment (in Czech).

Email. If neither the law nor the contract requires a special form, an expression of will can also be delivered by email. According to the Supreme Court, it must be apparent that the addressee regularly uses the mailbox or has asked for that address to be used, and it must be beyond doubt that the email was stored in the mailbox (judgment file no. 27 Cdo 3499/2023, paragraph 21). In that case, the notification reached the chairman of the board of directors on the very day the email arrived in his work inbox, even though he was on holiday and only opened the inbox several days later. The court stressed that a board member holds office without interruption (paragraphs 22 and 23). You cannot, however, send notice terminating the lease of a flat by ordinary email: the law requires written form (Section 2286(1)), and that includes the signature of the person acting (Section 561(1)).

Employment: the Labour Code has its own rules

Special rules on service apply to notice, immediate termination of employment (*okamžité zrušení pracovního poměru*), termination during the probationary period and other documents on the termination of an employment relationship or of one of the two agreements for work outside an employment relationship (DPP and DPČ), to the written statement of wages or salary (*mzdový výměr*, *platový výměr*) and to the removal of a managerial employee from their post (Section 334 of the Czech Labour Code). They are governed not by the general rule on receipt, but by Sections 334a to 337.

An employer may serve documents by post only if service at the workplace is not possible (Section 334a(1)), and it sends them to the last address the employee notified to it in writing (Section 336(1)). If the employee does not collect a document within 15 days of its being held at the post office, it is deemed served on the last day of that period; if the employee refuses to accept it, it is served at the moment of refusal (Section 334a(2) and Section 336(4)).

The difference from the Civil Code lies in the moment: notice of dismissal held at the post office is served not on the day of the collection notice, but on the last day of the fifteen-day period. At the same time, the law makes no exception here for absence. The period runs even if the employee is not at home, and anyone who has moved without telling the employer their new address will have the notice "served" at the old one. What to do when you are given notice at work is described in our article I've Been Given Notice at Work: What to Do Now and Within Two Months; how to deliver your own notice is explained in our guide to resigning as an employee (in Czech).

How to send letters and how to protect yourself

The sender bears the risk of being unable to prove that the item was sent and held at the post office. The addressee bears the risk of what happens in their letterbox. We therefore recommend:

- **For senders:** send important letters by registered post with advice of delivery to the address where the addressee actually lives, or to the address agreed in the contract. If you know the addressee is staying somewhere else, send the letter there as well. Keep a copy of the letter, the certificate of posting, the advice of delivery and any returned envelope with the post office's notes.
- **For addressees:** check your letterbox every day, collect items and count time limits from the date stated on the collection notice, not from the day you took the notice out of the letterbox. Before a longer trip, arrange mail forwarding or give someone a power of attorney to collect your post.

Found a collection notice in your letterbox for an item from your landlord, a creditor or a business partner? Collect it straight away and count time limits from the day the postal worker left the notice, not from the moment you found it.
Were you in hospital or abroad when a letter from your landlord or a business partner arrived? Keep proof of where you were. The letter may not have reached you, but it is up to you to prove it. Ordinary working hours delay receipt by a day at most, and with notice at work, even absence will not help.
Sending notice or a withdrawal? Use registered post with advice of delivery, send it to the address where the addressee actually lives, and keep all the post office's records on file. A returned envelope is evidence, not rubbish.

At a glance

Question	Answer	Provision
When a legal act takes effect towards an absent person	From the moment the expression of will reaches them	Section 570(1) of the Civil Code
Has an uncollected letter reached the addressee?	Yes, if after the collection notice they had an objective opportunity to read it	Section 570(1) of the Civil Code; 26 Cdo 3216/2024
The addressee was in hospital or abroad	The letter did not reach them until they could read it; the addressee must prove the obstacle; working hours delay receipt by a day at most	26 Cdo 441/2012; I. ÚS 2474/13; 26 Cdo 1239/2016
The addressee deliberately avoids delivery	The expression of will is deemed to have duly reached them	Section 570(1) of the Civil Code
When a letter sent by post arrived	Presumed to be the third working day after sending, the fifteenth for items sent abroad; a different day can be proven	Section 573 of the Civil Code
The tenant's time limit for applying to the court against notice	Two months from the day the notice reached the tenant; the application must reach the court by the last day of the period	Section 2290 of the Civil Code; 26 Cdo 3259/2022
Uncollected notice from an employer	Served on the last day of the fifteen-day collection period	Section 336(4) of the Labour Code
The employee refuses to accept a document	Served at the moment of refusal	Section 334a(2) and Section 336(4) of the Labour Code

Have you received notice or a withdrawal from a contract and don't know when your time limit started running? Send us the letter together with the envelope or the collection notice. We will work out when the document reached you, how much time is left and how to defend yourself. We handle everyday legal matters as part of our civil law practice. Get in touch.

Conclusion

You do not have to open a letter for it to take effect. It is enough that you could have opened it. Only someone who was kept from reading the letter by a real obstacle that can be documented can argue that it never reached them, and even then not indefinitely.

With notice at work, the more precise rules of the Labour Code apply, with their fifteen-day period. The result, however, is the same: a document that is not collected is deemed served.

Sources

- Act No. 89/2012 Coll., the Civil Code, Sections 561, 570, 573, 605, 1818, 1958, 2004, 2286 and 2290 (as in force on 1 January 2026).
- Act No. 262/2006 Coll., the Labour Code, Sections 334, 334a, 335 and 336 (as in force on 1 November 2026).
- Act No. 99/1963 Coll., the Code of Civil Procedure, Section 142a (as in force on 1 November 2026).
- Constitutional Court judgment of 1 October 2013, file no. I. ÚS 2474/13.
- Supreme Court judgment of 17 April 2013, file no. 26 Cdo 441/2012.
- Supreme Court order of 1 July 2016, file no. 26 Cdo 1239/2016.
- Supreme Court judgment of 13 February 2019, file no. 26 Cdo 3144/2018.
- Supreme Court judgment of 22 March 2023, file no. 26 Cdo 3259/2022.
- Supreme Court judgment of 6 August 2024, file no. 27 Cdo 3499/2023.
- Supreme Court order of 31 March 2025, file no. 26 Cdo 3216/2024.

This article is for information only and does not constitute legal advice. It describes the law as at the date of publication; whether and when a particular letter reached its addressee depends on the post office's records and on where the addressee was actually staying at the relevant time.

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https://www.iustoria.cz/en/blog/unclaimed-letter-still-delivered/

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