

LEASE AS FORM OF MARKET LAND RELATIONS IMPLEMENTATION IN AGRARIAN SECTOR OF UKRAINIAN ECONOMICS

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Abstract. The state and dynamics of lease land relations as the most common manifestation of market relations in Ukraine are analyzed. Some aspects of theoretical foundations of these relations and their effectiveness are considered. The results of the comparative characteristics of land relations organization on the basis of private ownership of land and its lease are presented. The influence of the lease form of land relations on the effectiveness of agricultural enterprises functioning is shown. The basic features of modern land use on lease basis in the agrarian sector of Ukraine are pointed out. The results of the analysis of the international experience of the lease relations are provided. Steps as for the improvement of lease land relations aimed at increasing of their effectiveness are grounded.

Key words: market, land, lease, relations, terms, payment

INTRODUCTION

Evaluation of the objectives achievement of land reform in Ukraine is not clear. The planned measures are implemented but in general special increase of agricultural production efficiency is not observed. According to A. Tretiak, “today in Ukraine the most difficult phase of land reform that is denationalization and privatization of lands are held, mainly agricultural and market circulation of land parcels between land owners and land users is introduced” which created “primary market conditions for the effective management on the land” [Tretiak 2009b]. Although the same author states that “current development of land relations and their regulation (...) today is not only unfortunate but also dangerous economically and socially to society because land relations shadowing eliminates opportunities of predicted development of property relations on the land” [Tretiak 2009a].

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The absence of the civilized land market largely impedes the development of the country in the direction of improving the efficiency of the market economy. Thus the agricultural lands market is the organizational, economic and legal environment that should provide citizens, legal entities and the state with civil and legal agreements implementation as for the transfer of ownership right on land parcel or right on its usage [Fedorov 2003] or “set of real interactions between buyers and sellers of land parcels, the shares of the right on them, lease rights as well as institutions and organizations that support and restrict the freedom of such interactions” [Tkachuk 2009].

The only real form of the market character realization of modern land relations in Ukraine is land parcels lease that at least ensures the implementation of all the opportunities of land market relations. In today’s conditions the lease has become the most common way to use agricultural lands: lessees who do not have enough money to buy land can develop production on leased lands and most lessors are unable to cultivate their own land due to lack of financial security but by giving the land for lease, they can get profit [Oleksiuk 2008].

As the organizational form of land relations in Western European countries the lease of agricultural lands is quite common. In Belgium 70% of lands are given for the lease, in Germany and France – over 60%, in the Netherlands – 35%. On average in the EU countries 40% of agricultural lands are in lease [Dankevych 2007, Tkachuk 2009] because it is more profitable to lease than buy and the lessee can lease lands twice more per unit of their own land [Antipova 2007]. Although among the developed countries there are also those where the level of lease relations does not have high development as for the number of agricultural lands in such form of use. For example, in Canada it is only 30%, in Japan – 20%, in New Zealand – 14%, in Australia and Argentina – 5% [Larsson 1991, Ferency 2005]. In these countries private and public ownership of land dominates over its lease. For example, 65% of agricultural lands in the Netherlands is owned by the state, which is a major lessor in the country. However, the hallmark of lease relations in this country is the most attractive long-term land lease – even for 99 years (as in Israel). Out of 35% of lands for the lease, 20% is leased in the state, 15% – in private owners. The largest land parcel (farm) that is leased in the Netherlands amounts for 3,000 ha. It is leased from private investment company. The lands in this country is given for lease only for professional farmers who have proven that can run business without restrictions on age and the leased land can be transmitted to the son or daughter [Antipova 2007].

In Western European countries, almost 90% of the agreements are compiled for more than nine years, which ensures the full and medium cycles of crop rotation – payback of main assets, and the minimum lease periods in different countries is regulated by legislation in many ways: in the Netherlands and Italy – 6 and 12 years, in Luxembourg – 6 and 9 years, in France – 9, 18, 25 years, until the end of employment, in Sweden – 10 years, Belgium – 9–18 years, in Portugal (for the use of hired labor) – 10 years [Dankevych 2007, Oleksiuk 2008, Berezianko 2009].

So, in most EU countries it is predicted the minimum period of lease agreement, except Denmark, where there is the restriction of 30 years. The legislation does not allow leasing the land after that period [Antipova 2007].

The size of lease payment in various European countries is also different: from 20 EUR per 1 ha in Lithuania to nearly 400 EUR – in Italy. In Eastern European countries,

the figure fluctuates around 20–25 EUR, in Western ones – 129 EUR (Sweden), West Germany – 261 EUR. It varies regarding the quality and purpose of agricultural lands – for example, lease of 1 ha of arable land costs over 320 EUR, pastures – 230 EUR [Tkachuk 2009]. In the EU countries land lease payment amounts for 20–25% of the harvest value or 2.5% of the land value [Shebanina 2008]. In Sweden, it is 7–9% of the value of sales, 16–20% of the harvest value depending on the quality of leased land in Denmark [Shebanina 2008]. In France, the cost of lease of land is mainly based on the price of 1 hundredweight of grain, which is determined at the average costs on producing without appropriate fees and charges. Thus, in France, the average lease payment for 1 ha was equal to 600 FRF, or 600 kg of wheat in late 1980s [Shebanina 2008].

Land relations in developed civilized countries strictly regulate the sizes of land parcels in the use. Minimum size of the parcel in the lease amounts for 25 ha and cannot be lesser but one operator can lease not more than 125 ha recorded for one farm, but in the use – not more than two farms. In general, it stimulates the warning of the speculation, too high increase of lease payment and non-market competition [Berezianko 2009]. In China, there is somehow another system which is based on paid land use as the lease. Land parcels are provided for the lease on competitive basis. Costs paid by peasants for the lease are directed to social improvement of residents and maintenance of management [Myloserdov 2009].

In general today land relations of economically developed countries are conducted under conditions of developed land market which covers virtually all operations with the land or regard them. They are the lease as well as purchase-sale of land parcels.

The purpose of this article is the results presentation of research of the state and the possibility of land market relations implementation in the agrarian sector of Ukraine in the form of lease of agricultural land under conditions of the absence of the legalized civilized land market in the country. The analysis results of the available data provide a basis for acceptance as a working hypothesis the idea that in Ukraine lease of agricultural lands will remain virtually the only significant form of market land relations, although currently it is not perfect and needs significant improvements exactly as the conditions for its implementation.

MATERIAL AND METHODS

The research is held on the basis of Ukraine's agricultural production materials and particularly Lviv region. It is used the official data of state bodies of statistics and land management including Main Statistical Office in Lviv region, Main Administration of State Agency of Land Resources in Lviv region.

The methods of sociological questionnaire take quite a significant place in the researches. They cover 125 owners of land shares who are engaged in agriculture in different regions of Lviv region and 80 managers of agricultural enterprises aimed at forming of generalized belief about the positive and negative aspects in the existing land lease relations and opportunities of their improvements. Three focus groups with heads of village councils on their assessment of the level of land relations development in the village in terms of the lease of agricultural lands are also held.

The application of mathematical methods elements, in particular relative values, allowed formalizing the characteristics of certain trends in the phenomena relating to the lease land relations. In the analysis of the ratio of individual groups and the role of each one in the overall summing up, structure of relative values play a significant role. The amount of shares for m -groups is equal to:

$$\sum_1^m d_j = 1 \text{ or } 100\% \quad (1)$$

where:

d_j – the share of relative values (%);

j – the number of groups ($j = 1, 2, \dots, m$).

When time passes, the share of individual groups vary that indicate structural changes. One can trace the changes in the structure of phenomena by comparing the shares. The difference between the shares of the current and base periods ($d_{j1}d_{j0}$) is measured in percentage points. The intensity of structural changes is estimated using the average linear or the mean square deviation of the shares.

The simplest generalized measure of the intensity of structural changes in the whole totality serves a secondary one of modules of share deviations – linear coefficient of structural changes:

$$\bar{l}_d = \frac{1}{m} \sum_1^m d_{j1} - d_{j0} \quad (2)$$

where:

m – number of groups or components on which totality is divided.

The most common method in studies is the application of monographic method that allowed a thorough and comprehensive processing of available scientific literature and the reported data of agricultural enterprises and statistical and accounting structures.

RESULTS AND DISCUSSION

Theoretical aspects of the lease as the form of land relations and its efficiency

Along with capital and labor, the land is a major factor in the implementation of the production process, the other two mentioned factors can not operate without it [Palash 2007]. Land relations in agriculture are objectively related to the land: as to the ownership of it and its use which can be made on the rights of full ownership as well as the lease.

The effectiveness of the lease land relations can be characterized by the degree of optimal lease payment, which will be determined by the level of maximum satisfaction of the parties of market lease relations – lessee and lessor. It is also possible to consider the efficiency of land lease for the appropriate rural area. Therefore, the effectiveness of

the lease for the lessee can logically be expressed by the increase in cash earnings from agricultural activities by expanding its scope, for the lessor – in obtaining a stable income from land lease; for rural areas – in the creation of new jobs.

All the agricultural history of the twentieth century shows that the management effectiveness is not caused by the ownership form but industrial and technical potential of a particular company, its respective specialization, staff and their qualifications, management level, the optimal production concentration, integration into the system of production and supply and sale cooperation and the close connection with the sphere of processing [Makeienko 2001, Oleksiuk 2008]. The rationality of land use still depends more on who hosts on it and how than whose property. But in relation to land use under specific circumstances such as lease terms they can determine its effectiveness only for the period of the lease that is without some perspective on preserving the quality of the land, which can provide only by the land in private ownership. Therefore, it is possible to disagree with other authors who claim that the form of land has no value commodity manufacturer no matter whether he is the owner or lessee must objectively use own and “alien” resources that is land productively and effectively and the lessee has to use then even more efficiently because he pays lease for the land owner and only under these conditions it can successfully compete with those who use their own land (or on free basis) [Melynk

Table 1. Comparative characteristics of land resources organization on the basis of private ownership on the land and its lease

Characteristic	Forms of land resources organization	
	on the basis of private ownership	lease
Advantages	<ul style="list-style-type: none"> • provision of productive and rational land use; • provision of economic and financial stability of management; • creating confidence in the future; • opportunity to use as a pledge to get the credit; • easier access to credits; • increase of investment attractiveness of management; • management improvement of land funds use; • preserving land quality by renewing and increasing soil fertility 	<ul style="list-style-type: none"> • efficiency of the mechanism of businesses amalgamation; • forming of granted income of land owners; • possibility of partial realization of ownership rights as for the right of disposal right; • opportunity “to start” in agrarian business with relatively lesser start-up capital
Disadvantages	<ul style="list-style-type: none"> • complexity of lands consolidation in terms of the moratorium on purchase and sale; • private property does not always ensure the process of maintaining and improving soil fertility – a decline on prices of agricultural products due to unfavorable conjuncture of agrarian market forces many manufacturers to save on costs, which could be used for these purposes 	<ul style="list-style-type: none"> • opportunity of the violation of business integrity of land tracts; • as for short-term lease there is absent the motivation of lessee to invest in land parcel; • the part of lessee’s income transit to lessor as his unearned income and practically is removed from the sphere of agriculture. These are great sums in big enterprises

Source: Own development of the author.

2009]. The correctness of these words has meaning only in the short period which is defined as the term of the lease of the land parcel. In the long period the legal basis of the organizational and legal form of management and it means the use of land resources can definitely be purely objective.

Conducted questionnaire and the processed results and interpretation of the obtained data as well as the analysis of existing empirical data allowed forming a diagram of possible comparative positive and negative characteristics of different organizational forms of land relations on the land resources use in agricultural enterprises, which are presented in Table 1.

From the data of Table 1 it is shown that the absolute advantage has neither one nor the other of the analyzed forms and their application is formed in each case depending on the specific situations. That is, ownership based on private property of small land parcels does not automatically resolve issues of the efficiency of their use.

Characteristic features of modern land use in Ukraine

Today the main problem in the sphere of normative and legal framework of the development of land relations is the absence of strategic documents as to the prospect of further reforming. There is not the program on using of different types of lands; there is ultimately no official concept of further development of land relations. "Obviously, in the sphere of land relations in Ukraine there is no comprehensive strategy of action and weighted methods of reforms and rational infrastructure of management and legislative system space" [Prisyazhniuk 2010]. Law of Ukraine "On Land Market" has been seen once again in the Supreme Council of Ukraine, and the term of this procedure, based on existing experience, can last for years.

"Today not the person who can create a big agricultural enterprise buys the land parcel but the person who solves the problem with alienation, can bypass the moratorium that virtually stimulates the withdrawal of land parcels from the agricultural production and dramatically affect the value of land parcels, stimulates corruption" [Yurchenko et al. 2009]. Calculations show that uncontrolled redistribution of agricultural lands in the shadow market for the recent years has inflicted one-time economic loss to budgets of rural areas, which is estimated nearly 900 billion UAH [Tretiak et al. 2011].

Land parcels allocated to their owners may be subject of agreements of lease, gift, inheritance, exchange and withdrawal for public needs. Of total given transactions one may consider that the market one is only the lease. According to data of State Agency of Land Resources of Ukraine the market share of lease agreements concluded with businesses makes up 54% of all agreements, with farm businesses – 14%, with other entities – 31%. This structure suggests that land lease market of shares in Ukraine remain mainly low competitive, although the conditions for the development of land market of the lease and concentration of land tracts, its level can rise.

Financial levers of land relations efficiency operate ineffectively. Average lease payment per year amounts for 37 USD in 2010 [Duda 2011, Jaticiv 2011] and for the period of 2007–2010 – 35 USD which cannot be compared with the lease payment levels in developed countries – 200–500 USD [Andriichuk 2009]. In Ukraine, even in December of the year of 1998 according to President's decree it has been set the lease payment on the land at least not less than 1% of its normative monetary evaluation. According to the

Law of Ukraine “On Land Lease”, the lease payment can also be up to 10% of the land value, that is 950 UAH per 1 ha.

In Lviv region in 2011 compared to 2007, the number of lease agreements increased but the share of the natural and labor forms of payment declined while the share of monetary forms of payment increased as to formulas (1) and (2) a linear coefficient of structural changes increased by 6.8 points. During the same period the share of number of agreements with the lease term for the periods of 1–3, 4–5 and more than 10 years declined, but slightly the proportion of the number of agreements with a term of 6–10 years increased (Table 2). Linear coefficient of structural changes shows that on average over this period, the share of number of agreements with these groups of lease terms have changed by 8.7 points.

When the number of 5-year lease agreements increased for 6.7% for the researched period, the area of the leased lands increased only for 2.4%, that is pace of the increasing

Table 2. The characteristics of the leased agricultural lands in Lviv region in 2007–2011

Indicator	2007	2008	2009	2010	2011
Number of lease agreements (thousand)	117.4	119.1	121.8	125.0	125.3
The area of leased lands (thousand ha)	193.5	205.5	202.7	200.6	198.2
Payment forms					
natural	78.2	68	73	65.1	72.3
monetary	16.7	20.6	22.7	31.0	26.9
labour	5.1	11.4	4.3	3.9	0.8
The share of agreements (%) with lease term					
1–3 years	25.6	26.4	22.1	20	21.9
4–5 years	46.1	41.8	43.1	41.7	32.7
6–10 years	20.8	23.9	26.9	31.2	38.2
more than 10 years	7.5	7.9	7.9	7.1	7.2
The average size of lease payment (UAH·ha ⁻¹)	119.6	136.3	250	270.7	306.4
It is paid at the end of the year of lease payment (%)	99	97	97	69	100
The share of agreements with the size of lease payment (% of general number)					
till 1.5%	27	33.4	8.2	9.3	6.8
1.5–3.0%	64.9	51.5	44.4	49.4	48.5
over 3.0%	8.1	15.1	47.4	41.3	44.7

Source: Data of Main Administration of State Agency of Land Resources in Lviv region.

number of lease agreements are larger in three times than pace of increasing the area of leased lands. In general, from 2008 the area of leased lands has tendency to decline.

The tendency of decreasing the level of contractual obligations is significantly observed in agricultural regions of the researched region. Herewith the share of lease payment in kind increased and it cannot be considered as the negative tendency because in conclusion the payment form is agreed by two parties. Obviously, these parties are not satisfied in the given region because owners of land parcels in the village always need agricultural products as well as certain services. Although for the last 10 years the share of lease payment in the form of services has the tendency to decreasing in the researched region.

The most important structural changes have occurred in the lease payment. In this structure, the share of agreements of lease payments of 1.5 and 1.5–3% declined, and although the share of agreements with the lease payments of 3% increased. Linear coefficient of structural changes shows that on average over this period the share of number of agreements with these groups of lease payment changed for 24.4 points.

The magnitude of the coefficients of structural changes we can make the following general conclusion on the intensity of the process of structural changes in lease relations for the years of 2007–2011: the tendency of share increase of the lease payments for 1.5–3% prevails over the tendency of share increase of the term for 6–10 years and those mentioned tendencies prevail over the displacement tendency of payment forms aside cash payment of leased land. The predominance of natural forms of payment indicates a negative trend of management or dependence of the lessor on conditions of the lessee. Positive phenomenon in lease relations can be considered as increase of the number of agreements with long-term lease and increase of lease payment. Under such conditions (long-term lease) one can talk about improvements in land use, as it is possible to ground land use scientifically (at least in the sphere of crop rotation).

In rural area it is continuously increasing the number of land shares of owners who died and there are no heirs. That is why these lands are used on lease basis free of charge. In the region the sum of lease payment that has not been paid because of mentioned circumstances increased by 124 times and amounted for 372 million UAH for the researched period. Under the absence of land market conditions “the lease largely imitates market relations and is a single quasi-market form of peasants’ implementation of acquired ownership right on land” [Zajac 2008].

The result of author’s calculations shows that the positive influence of the increase of management efficiency on the level of the lease payment takes place in the researched region. Businesses that operate on the leased lands obtain more profit in 1.5–2.5 times per 100 ha of agricultural lands than businesses that do not have such land and obviously are connected with the dimensions of management.

The results of sociological survey conducted by the author show that land parcels owned by respondents are not limited to the land share because respondents also own or use household plots. More than the half of people, who have been asked, give their land for the lease, so it means that a big part of respondents are pensioners, employees, leaders (58%). Only 12% of such lessors are satisfied with the lease payment which they get and it can be understood taking into account its level. Moreover, oddly enough, the cash payment

for land parcel lease has no absolute preference (34%) – owners of land parcels prefer payment in kind (46%).

In general the land lease agreements in Ukraine are compiled for 1–5 years and the average term is 7–8 years that does not create sufficient stability conditions of management [Zhowniruk 2013]. It is interesting that according to survey results the owners consider the optimal term of giving land for the lease not more than 5 years (74%). Thus lessors insure themselves against non-performance of contractual conditions by lessees and have the right to change the lessee.

Heads of households are primarily interested in increasing the lease terms till 10 years or more, however their desire does not coincide with the actual state of affairs. Most of heads prefer payment in kind among the forms of lease payment.

Virtually none of heads of agricultural enterprises is satisfied with the lease payment as well as land lessees and lessors.

At the stage of current development of land relations among the existing lease types and lease payments the most appropriate one is flexible cash lease which is widespread in Ukraine and prevails in all countries of the world. However, it is worth remembering that type of lease payment as a share of crop production or even livestock, on the one hand is associated with the distribution of risk between the parties to the lease relations and fluctuations of earnings of every party depending on market and production conditions, but on the other hand, under long-term lease conditions, this form of payment can take advantage of unstable economic situation in the country as a whole due to the risk of inflation of money. Moreover, it is also advisable to include the point about relations regulation between lessees and landowners regarding compliance with the first crop rotations required in the use of the land to the text of land lease agreement.

We also consider that improvement of lease relations in the fact that additional conditions concerning the correction of lease payment should be provided in the long-term lease of agricultural lands. For example, if the lease payment will be 5 or more years than significant changes in the legislation and market environment are possible over such considerable period of time.

It is significant that the imperfections of land relations in Ukraine are provided with the opportunities of foreign companies to buy rights of land lease in each other. It is clear that the sales tax does not enter State Budget of Ukraine [Mychailov 2013]. So the bankrupt English company Landkom was purchased by Swedish company Alpcot, the bankrupt French company Agrogenation was purchased by American company Harmelia.

It should be noted that at present one can state that on the basis of the current situation analysis the lease of land parcels in Ukraine is the only possible way of market land consolidation as even certain normative and legal framework for this is already in operation. Consolidation is a management and agricultural measure playing an important role in rural area development [Dudzinska 2010]. Unfortunately, there is no guidance that land lease should be done in land legislation of Ukraine as to land parcels lease, exclusively aimed at consolidation but not grinding. But the government of the country aimed at attracting foreign investors interested in Ukrainian black soil, decided to buy the land first (consolidate large areas of land) for small amount of money and then sell it for “many thousands of money” to Arabs, Chinese, Americans, Korean [Mychailov 2013].

CONCLUSIONS

The results of native and foreign experience analysis of lease land relations give background aiming at improvement of this land relations form in Ukraine to recommend: to develop land legislation of the country as to lease land relations on the determination of categories of possible lessees of land parcels on the level which is not lower than that of skilled farmer or agricultural enterprise; to set minimum lease terms of land parcels only of 0.5 ha for 1 year and of larger size for 6–99 years depending on the size of those parcels; the lease payment should be lawfully restricted to no less than 4% of normative land estimation however to consider the possibility to reach the agreement between lessor and lessee as to the payment for land lease which is higher than minimum as well as the procedure of implementation of this payment; the optimal solving the problem of lease payment can be the approach when lease payment will be related with the amount of profit per unit of leased land, for example, 10–15%; to consider monetary lease payment as the most progressive and its type – share of profit or gross products per area of land as such type stimulates and attracts more than the flat rate or percentage of land share; the lease payment can be differentiated depending on the quality of land and other factors that determine the value of land as a resource; to consider in the legislature the progressively increasing benefits on landowners' income taxation in proportion to the sizes of land parcels and long-term periods of the lease; to consider in the legislature the possibility to give in inheritance the land parcel in long-term lease that is the lease agreement; to introduce in practice of land relations of lease type the possibility of automated continuation of the term of lease agreement after its finishing if according to conclusions of land commission (determined competent authority), leased land parcel is not worse and there are no obstacles that can worsen the condition of one of parties; allow lawfully the establishment of agreements for the lease of land by treaty between the lessee and landowner; landowners and land users should be responsible for preservation of agricultural land and its fertility; according to Article 24 of Law of Ukraine "On the lease of land", lessor has the right to require that the lessee use the land parcel for the intended purpose, compliance with the ecological security of land use and preservation of soils fertility; Article 29 provides for reimbursement of lessee of damages in case of deterioration of useful properties of leased lands whose size is determined by parties of the agreement. However, in order to specify this aspect of land relations in the agreements it would be appropriate to determine a specific list of crops that will be cultivated on this land, and the sequence of their rotation as required according to agro technical crop rotation and minimum doses of introducing organic and mineral fertilizers by years of land use; consider the early termination of the land lease agreement for the initiative of one of parties if either of them can economically prove the possibilities of deterioration of their economic status or condition of land in case of extension of its action; to outline lawfully the regulatory norms and introduce alterations to lease agreements as the obligatory condition as to the conducting 50% lease by monetary costs not later than the first of April during 1 year of the lease; to consider the possibility to view the conditions annually according to the alterations of management conditions and technologies of goods production in long-term lease agreements.

So, main directions of the efficiency increase of land relations of lease form lies in the fact of increasing the average sizes of leased land parcels and terms of lease agreements of the land.

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DZIERŻAWA JAKO FORMA WDRAŻANIA RELACJI NA RYNKU ZIEMI W SEKTORZE ROLNYM UKRAIŃSKIEJ GOSPODARKI

Streszczenie. W pracy przeanalizowano stan i dynamikę relacji w zakresie dzierżawy ziemi rolnej jako najbardziej typowej relacji rynkowej w rolnictwie na Ukrainie. Przedstawione wybrane aspekty teoretycznych podstaw tych zależności oraz ich efektywność. Artykuł prezentuje wyniki analizy porównawczej organizacji zależności na rynku ziemi rolnej na podstawie na podstawie własności prywatnej. Wykazano, że dzierżawa jako nowoczesna forma gospodarowania gruntami ma wpływ na efektywność działalności gospodarczej przedsiębiorstw rolnych. W pracy scharakteryzowano podstawowe cechy współczesnych form gospodarowania nieruchomościami gruntowymi stosowanymi w rolnictwie na Ukrainie, w tym dzierżawy, i porównano te realia z międzynarodowymi. Pozwoliło to autorce artykułu opracować wytyczne do ulepszenie formy dzierżawy do poprawy efektywności działalności gospodarstw rolnych.

Słowa kluczowe: rynek, ziemia rolnicza, dzierżawa, zależności, warunki, płatności

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