

TENANT RIGHTS UNDER THE RENT CONTROL ACT

Tenants are protected in many ways under the Rent Control Act 17/1981.

Article 7 of the Act concerned regulates the conditions under which an eviction order may be issued for an immovable property. According to Article 7(1) of the Act:

No judgment or order for the eviction of any immovable properties, to which this Act applies, shall be given or made except in the following cases:

- (a) where any rent lawfully due was in arrear for one week or upwards after the date on which it became due and there was no tender in the one-week period following the due date;*
However, for the purposes of this Article; rent shall be deemed to have been tendered if it has been sent by prepaid registered post to the person entitled to receive it; or
- (b) where any obligation of the tenancy other than the payment of rent (whether under the contract of tenancy or under the provisions of this Act), so far as the obligation is consistent with the provisions of this Act, has been broken or not performed by the tenant; or*
- (c) where the tenant or any other person occupying the premises under him/her has been guilty of conduct constituting a nuisance or persistent annoyance to persons in the same or neighbouring premises or of causing or permitting the use of the premises for illegal or immoral purposes; or*
- (d) where the condition of premises has, in the opinion of the Court, deteriorated owing to acts of waste by, or the neglect or default of, the tenant or where the tenant has wrongfully caused or suffered to be caused substantial damage to the premises; or*
- (e) where the tenancy has been determined by notice to quit given by the tenant; or*
- (f) where the tenant, by taking in lodgers or by sub-letting or otherwise parting with the possession of the whole or any part of the premises, is making a profit, whether directly or indirectly; or*
- (g) where the premises are reasonably required for the occupation by the landlord, the landlord's spouse, or children over eighteen years of age;*
- (h) where the premises, being a dwelling-house or part of a dwelling-house and having been let to the tenant in consequence of his employment by the landlord, are, upon*

such employment having come to an end, reasonably required by the landlord for occupation as a residence for some person engaged in his whole time employment; or

- (i) where the premises are required by the landlord for the alteration, reconstruction or demolition, and the Court is satisfied that the landlord has, where necessary, obtained the necessary permit for such alteration, reconstruction or demolition and has given to the tenant not less than one month's notice in writing to vacate the premises;*
- (i) where vacant possession of the premises is required in order to carry out a scheme of development or redevelopment under any Town Planning Law in force for the time being; or*
- (j) where the premises or any part thereof have been compulsorily acquired under the Land Acquisition Law or under any other law empowering the compulsory acquisition of property; or*
- (k) where the premises are reasonably required for the purpose of the execution of the statutory duties or powers of a local authority or for any purpose which in the opinion of the Court is in the public interest, or*
- (1) in any other case where the Court considers it reasonable that such a judgment or order be given or made and is satisfied that suitable alternative accommodation is available for the tenant or will be available for him/her when the judgment or order takes effect.*

The landlord may evict the tenant in accordance with the reasons stated above. However, the primary requirement for the tenant to be evicted on any of the evacuation grounds referred to in Article 7 of the Act is that the tenant has become a legal tenant.

The tenancy will be terminated when the lease period ends. It may be terminated earlier in accordance with the terms of the lease.

It is therefore not possible for a tenant to be evicted before the lease expires or without terminating the tenancy under the terms of the lease, even if there are legal grounds for eviction.

The landlord cannot arbitrarily terminate the tenancy. A tenancy agreement can only be terminated when the lease period ends. It may be terminated earlier in accordance with the terms of the lease.

Therefore, any provision that enables the landlord to end the tenancy unilaterally, and without good cause, should not be included in the tenancy agreement. The landlord should not be entitled to such rights under contractual provisions.

The expiration of the lease period or termination of the tenancy earlier by the landlord in accordance with the terms of the lease does not constitute an absolute cause for eviction.

In the absence of any of the reasons for the eviction referred to in the Act concerned, it is not possible to evict the tenant, even if the lease period ends or the tenancy is terminated by the landlord earlier.

In the event that the lease period ends or the tenancy is terminated by the landlord earlier, the tenant will acquire the 'legal tenant' status under the relevant act and cannot be evicted from the relevant premise if none of the reasons for eviction exist. Pursuant to the terms of the tenancy agreement that has expired, legal tenants continue to have all the rights they have by the lease, providing they are subject to the provisions set forth in the lease. **Therefore, the expiration of the lease period or termination of the tenancy earlier by the landlord in accordance with the terms of the lease does not constitute an absolute cause for eviction.**

For example, let's assume the signed tenancy agreement contains a clause stating that the monthly rent must be paid in full on the first of each month and that the landlord has a right to end the tenancy agreement and to make a claim for the eviction of the tenant in cases where the rent is more than three days in arrears.

- 1- Late or partial payment of rent is another reason for an eviction in accordance with the Act concerned. In many rental agreements, the landlord is granted the right to terminate the tenancy if the rent is not paid on time and in full. If the tenant does not pay his/her rent, an additional period of one week from the due date is granted to the tenant under the Rent Control Act 17/1981. If the tenant pays or tenders the rent within this one-week period, s/he cannot be evicted for nonpayment. It is of no significance that there is a different clause in the lease in this regard. In case of a discrepancy between the applicable law and the lease, the law shall prevail. For this reason, the tenant, provided that s/he pays the rent within one week from the due date, may terminate the lease regardless of the terms of the lease, but this does not constitute a reason for the eviction.

RENT-CONTROLLED AREAS

Certain areas were declared as “Rent-Controlled Areas” by the by-laws of the Council of Ministers published in the Official Gazette. The advantages that the Rent Control Act 17/1981 provides to tenants apply only to the tenancies of premises which lie within the areas controlled by this Act. With regard to the tenancies of premises which lie outside the Rent-Controlled Areas, the tenant will not acquire the ‘legal tenant’ status upon the expiration of the lease period or termination of the tenancy earlier by the landlord in accordance with the terms of the lease; s/he will be considered the ‘occupier’. Thus, the landlord may evict the tenant in the absence of any of the above mentioned reasons for eviction. Therefore, special attention must be paid to provisions that enable the landlord to terminate the tenancy in leases relating to the tenancies of premises which lie outside the Rent-Controlled Areas.