Residential and Professional Leases, Law No. 67-12

Reference: Law No. 67-12 governing contractual relations between landlords and tenants of premises used for residential or professional purposes

Practice areas: Real estate and land law, Debt recovery

> Law No. 67-12 governs the letting of homes and professional premises: the form of the lease, the inventory, payment and review of rent, each party's obligations and the conditions for eviction. It seeks a balance between protecting the tenant and the landlord's right to be paid. This is an unofficial explanatory note; only the Arabic text published in the Official Bulletin is authoritative.

Who this law applies to

The law applies to leases of premises used as a home or for professional purposes (for example, a practice of a liberal profession). Commercial, industrial and craft leases are covered by a separate law, Law No. 49-16.

The key rules

- The lease must be in writing and bear a certain date.
- An inventory of the premises is drawn up when the tenant moves in and when they leave.
- The tenant must pay rent and charges on time, use the premises for their intended purpose and not alter them without consent.
- The landlord must deliver the premises in good condition, guarantee quiet enjoyment and carry out major repairs.
- Rent review and eviction are subject to conditions and a procedure set by law: the landlord may not take matters into their own hands.

Key deadlines and figures

- The security deposit may not exceed two months' rent.
- Rent review is regulated, as a rule no more than once every three years and within rates set by law.
- Where rent is unpaid, a prior formal notice is required before starting termination and eviction proceedings.

- A landlord who takes back the premises to live in or demolish them must give notice and, in some cases, pay compensation.

What it means in practice

For landlords, a written lease, a signed inventory and regular rent receipts are the most reliable safeguards in a dispute. Cutting off water or electricity, changing the locks or keeping the tenant's belongings is prohibited.

For tenants, paying against a receipt and keeping proof of payment avoids many disputes. If there is disagreement over repairs or a rent increase, the courts remain available.

Reforms and recent developments

Adopted in 2013, Law No. 67-12 replaced the previous residential lease regime dating from 1980. It is supplemented by the general rules on leasing in the DOC and by Law No. 49-16 for commercial premises.

When to consult a lawyer

In cases of unpaid rent, refusal to vacate, a contested rent review, damage to the premises or a dispute over the return of the deposit. A lawyer can also review a lease before you sign it.

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