

Law No. (4) of 2008 Regarding Property Leasing 4 / 2008

Number of Articles: 31



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We, Hamad Bin Khalifa Al-Thani, the Amir of the State of Qatar,

Having considered:

The Constitution,

Law No. (2) of 1975 concerning the leasing of premises and buildings, and amending Laws thereof,

The Civil and Commercial Procedures Law enacted by Law No. (13) of 1990 and the Laws amending thereof,

The Civil Procedures Law enacted by Law No. (22) of 2004,

Law No. (23) of 2005 regulating the Ministry of Municipal Affairs & Agriculture and designating its jurisdictions thereof, as amended by Law No. (10) of 2006,

Proposal of the Minister of Municipal Affairs and Agriculture,

The Draft Law submitted by the Council of Ministers,

Having consulted the Advisory Council "Shura",

Hereby Issue the Following Law:

Part 1

Definitions and General Provisions

Article 1 (Amended By Law 20/2009)★

(As amended pursuant to Article 1 of the Law No. 20 of 2009):

In the implementation of the provisions of the present Law, the following words and phrases shall have the meaning assigned to them, unless otherwise indicated by the context:

The Ministry : Ministry of Municipality and Urban Planning.

The Minister : Minister of of Municipality and Urban Planning.

The Committee : The Committee for Settlement of Rental Disputes at the Ministry.

The Office	:	Real Estate Lease Registration Office.
The Lessor	:	The owner of the Leased Premises, any person acting legally on the owner's behalf, or any person authorized to lease the premises.
Leased Premises	:	Real estate that is the subject matter of the lease
The Lessee	:	Usufructuary of Leased Premises, including spouse, children, and parents residing therewith, or any person to whom the Lessee has legally delegated the rights of usufruct.

Article 2

Provisions of the present Law shall apply to all premises and parts thereof designated for residential, commercial or industrial purposes, or any other purposes, and furnished units of lease term exceeding one month, and whether the lessee of such premises is a natural or legal person.

The following shall be exempted from the application of the provisions of the present Law:

1. Public property.
 2. Agricultural land.
 3. Vacant land.
 4. Industrial services areas.
 5. Apartments, hotels and tourist accommodation.
 6. Residential units reserved by the State or by companies for their employees.
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Article 3 (Amended By Law 20/2009)★

(As amended in accordance with Article 2 of Law No.20 of 2009):

Leases governed by the present Law shall be drawn up in writing, incorporate the essential elements of the contract, and be registered at The Office.

The registration provision shall apply to existing leases, and the Lessor shall be responsible for all procedures required for the registration of pre-existing leases within one year of the enactment of the present Law.

The Lessee may make use of any type of evidence in proof of his/her lease of the premises and any terms and conditions agreed upon in the lease.

Applications submitted by the Lessee to The Committee or to the judicial authorities shall not be considered unless the lease is registered at The Office, with the exception of the applications submitted in proof of tenancies entered into before 15/12/2008.

Part 2

Article 4

The Lessor shall hand over to the Lessee the Leased Premises and appurtenances belonging thereto, in a condition appropriate for the purpose for which the premises are intended, and in accordance with the terms and conditions agreed upon, according to the nature of the premises. Should the rights, use and enjoyment agreed upon with regard to the Leased Premises not be made available to him, the Lessee may revoke the lease or request a rent decrease proportional to the decrease in such rights, use and enjoyment in accordance with a decision of the Committee issued to this effect.

Article 5

The Lessor shall be responsible for maintaining the Leased Premises in a fit and usable condition. In the event that the Lessor, after receiving written notification or where such notification has failed, fails to carry out such maintenance in a timely fashion, the Lessee may, without prejudice to his right to revoke the lease or request a rent decrease proportional to the decrease in his aforementioned usage of the Premises, obtain the permission of the Committee to carry out the aforementioned maintenance at his own expense and deduct the cost thereof from his rental payments.

Article 6

The right of the Lessee to revoke the lease, reduce the rental payments, cease paying the rent, or extend the tenancy, shall be deemed to be waived if such Lessee, without reasonable excuse, occupies the Leased Premises for thirty days from the date that such maintenance works are undertaken without resorting to the Commit

Article 7

The Lessor may not charge the Lessee a security deposit of more than two months' rent in the case of residential premises, and it may be otherwise agreed upon in the case of premises leased for non-residential purposes.

Article 8

The Lessee shall maintain the Leased Premises in good condition, and shall use the leased premises in accordance with the terms and conditions agreed upon and for the purpose the said premises are intended. The Lessee may not make any change to the said premises without securing the prior written consent of the Lessor, and if such change has already been effected, the Lessor may request the Lessee to return the premises to their original condition, and may further request compensation if this is warranted.

Article 9

The Lessee shall, from the date of receiving the premises and until the premises are returned to the Lessor, pay all water, electricity and telephone charges and any other charges that the Lessee is legally obliged to pay, unless otherwise agreed.

Article 10

The Lessor may not increase the rent due under leases already in force or concluded from the date of the implementation of the present Law, except in

Article 11

The Lessee shall, on a date not later than seven days from the due date as indicated in the Lease, pay in full to the Lessor the rent specified in the Lease by a receipt showing the rent value.

If the Lessor refuses to accept the rent and refuses to provide a receipt in lieu thereof, the Lessee may, within seven days of the date of such refusal, notify the Lessor, by registered letter sent to the Lessor's address as indicated in the Lease, that the rent is due to be received within seven days, and if the Lessor does not accept such rent within the specified period, the Lessee shall deposit the rent with the treasury of the Committee.

The rent shall, by virtue of such deposit, be deemed to have been duly paid on the due date, and the Lessee shall, by registered letter sent to the Lessor's address as indicated in the Lease, notify the Lessor of such deposit. In all cases, the Lessee shall not withdraw any sums so deposited in favour of the Lessor, except with the Lessor's consent or by virtue of a decision issued by the Committee. The Lessor may, after paying the prescribed fees, request the Chairman of the Committee to approve withdrawal of sums deposited.

Article 12

The existing Lease shall form part of the title of a new owner even if such Lease is not specifically dated on a date preceding the conveyance of such title, unless it is proven that the lease is null or void.

Article 13

A new owner shall, by registered letter, notify the Lessee and the Office of the conveyance within thirty days starting from the day following the date of registration of title under the new owner's name, and a copy of the title deed shall be enclosed with the notification or any document to the same effect.

Article 14

The Lessee may not sub-let or assign all or part of the lease to third parties, except with the written consent of the Lessor.

Part 3

Termination of Lease

Article 15

Without prejudice to the provision of Article 19 of the present Law, the lease shall be terminated at the end of the term specified therein. If the Lessee continues to utilize the Leased Premises after the end of the term, while the Lessor is aware of such utilization and expresses no objection, the contract shall be deemed to be renewed for a similar term under the same terms and conditions.

Article 16

The Lease shall not be terminated by the death of one of the parties to the Lease; however, heirs of the Lessee who previously shared the Lessee's rights, use and enjoyment of the Leased Premises, may request termination of the Lease.

Article 17

In the case of the Lessee's death, the Lessee's spouse, parents or children residing with him/her in the Leased Premises, except for any who have left the premises before the death of the Lessee, shall assume all the Lessee's rights and duties arising from the Lease.

Article 18

If the Lessee or any of his heirs sells all of the rights arising from the lease of premises that are utilized for the establishment of a factory, shop or craft business or for any other lawful freelance profession during the term of the tenancy, then the rights, duties, terms, conditions and consequences arising from the Lease shall be transferred to the purchaser, and shall, unless otherwise agreed, remain in force until the expiry of the term of the Lease.

The Committee may, if the Lease includes a condition prohibiting the sale of the premises, decide that the Lease shall be transferred to the purchaser, provided that the purchaser provides an adequate guarantee of his/her ability to fulfill the obligations arising from the Lease, and provided that he/she does not cause the Lessor to suffer actual damage.

Article 19 (Amended By Law 20/2009)★

(As amended pursuant to the provisions of Article 3 of Law No. 20 of 2009)

The Lessor may, even before the expiry of the Lease, request the Committee to have the Leased Premises vacated in the following circumstances:

1. If the Lessee, without what the Committee deems an acceptable excuse, fails to pay the rent on its due date;
2. If the Lessee in any way sub-lets or assigns the leased premises to third parties without the written consent of the Lessor;
3. If the Lessee utilizes the leased premises or allows them to be utilized in such a way as to violate the terms and conditions of the lease or in contravention of public order or public decency;
4. If the competent authority decides to demolish the building, or if the Leased Premises prove liable to collapse or to endanger the safety of residents;
5. If the Lessor intends to demolish the building, in the following circumstances:
 - a) At least fifteen years have elapsed from the date the building was erected;
 - b) The Lessee intends to construct business buildings, provided that the necessary approvals are obtained from the appropriate authorities;
6. If the Lessor intends to add additional floors to the building or to effect any changes and modifications to it, subject to the following:
 - a) The impossibility of adding additional floors or effecting changes and modifications to the building while the Lessee remains in residence in the Leased Premises, and at the discretion of the licensing authorities;
 - b) That the Lessor has secured all required licenses from the appropriate authorities;
 - c) That the Lessee is granted a period of not less than six months from the date the necessary licenses are obtained to vacate the premises;
 - d) That the Lessor shall proceed with the licensed works within six months of the date on which the Leased Premises were vacated;

If the Lessor does not undertake the licensed works, or lets the Leased Premises to another Lessee before undertaking such works, the Lessee may submit a claim for compensation if such is warranted;

7. If the Leased Premises are situated in the vicinity of the Lessor's home, and the Lessor intends to use the leased premises for his/her own occupation or that of his/her spouse, parents, children or any lawful dependants provided that the Lessor shall notify the Lessee at least six months prior to such occupancy.
 8. If the Lessor intends to occupy the Leased Premises himself, or intends his wife, children, parent or lawful dependant to occupy them, and none of the above persons owns a dwelling fit for habitation, provided that the Lessor shall notify the Lessee at least six months prior to such occupancy.
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Part 4

Registration of a Lease

Article 20

1. The Ministry shall establish one or more offices under the name of Real Estate Lease Registration Office and such Office shall be authorized to register all leases on real estate, premises, buildings and parts thereof as governed by the provisions of the present Law. The office shall also be authorized to prepare registers required to this effect.
 2. The lease shall include the names, nationalities and addresses of the Lessor and the Lessee and the addresses of any person(s) legally representing the Lessor and the Lessee, the lease term, the rent and the method of payment, a description of the Leased Premises and the purpose of the lease in addition to all terms and conditions agreed upon.
 3. The Office shall charge an annual registration fee of 1% of the annual rental value of the premises, to be paid by the Lessor; the rate of the said fee may be amended by ministerial decree.
 4. The Lessor shall, within thirty days of the effective date of the Lease, register the lease at the Office. If registration is not completed within this period, the registration fee shall be increased by twenty-five per cent (25%) for the first month, fifty per cent (50%) for the second month, seventy-five per cent (75%) for the third month, and one hundred per cent (100%) for any period of delay exceeding three months; any fraction of a subsequent month shall be deemed a complete month.
 5. Entities that are service providers shall directly, and not later than thirty days from the date connection of such services to the premises was approved, notify the Office of the leased premises that have been connected to the said services.
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Article 21 (Amended By Decree 15/2013) ★

تُنشأ بالوزارة لجنة أو أكثر تسمى "لجنة فض المنازعات الإيجارية"، تكون برئاسة قاض بدرجة رئيس بالمحكمة الابتدائية يختاره المجلس الأعلى للقضاء، ويصدر بتشكيلها وتحديد مكافأتها قرار من مجلس الوزراء.

Article 22

The Committee shall, in addition to other functions set out in the present Law, have the jurisdiction to quickly and efficiently resolve all tenancy disputes between the Lessor and the Lessee in respect of Leases governed by the provisions of the present Law.

Procedures for considering applications, the schedule of fees in respect of such applications, rules and procedures applicable to the Committee and mechanisms regulating execution of the Committee's decisions shall be determined by decree of the Council of Ministers.

Article 23

Decrees issued by the Committee shall have the power of the execution instrument set forth in Article 362 of the Law on Civil and Commercial Procedure.

Article 24

Interested parties may challenge a decision of the Committee before the competent Court of Appeal within fifteen days of either a) the date on which such decision was announced, if the parties were present, or b), the day following the issue of a decision in absentia.

Article 25

The Committee's decisions shall be executed quickly and efficiently, and no court other than the competent Court of Appeal may order the execution of such decisions to be delayed.

Article 26

Matters not covered by the present Law shall be subject to the application of the provisions of the First Section of the Second Chapter of the Civil Law concerning leasing, and such application shall not contravene the provisions of the present Law.

Part 5

Final Provisions

Article 27 (Amended By Law 2/2010) ★

(as replaced in accordance with Article 1 of Law No. 2 of 2010)

As an exception to the application of the provisions of Article 15, leases of premises and parts thereof that are leased other than for residential purposes, are governed by the provisions of the present law and are in force on 14/2/2010, shall be extended for one year from 15/2/2010, unless the lease provides for a longer period or the Lessee does not intend to renew the lease, provided that the Lessee is occupying the leased premises. The Council of Ministers may, on a proposal from the Minister, and in the public interest, extend the period provided for in the preceding paragraph for a further period or periods, thereby excluding some leases of premises and parts thereof that are leased for non-residential purposes from such legal extensions as are herein provided for and referred to.

Article 28

Courts shall continue to hear cases brought and filed before the date on which the present law comes into force, and shall have jurisdiction over disputes arising out of the application of the provisions of the present law until such time as the Committee assumes the jurisdiction as herein provided for.

Article 29

The Minister shall issue the decrees required for the implementation of the provisions of the present law, and shall issue decrees regulating the Office, defining its functions and jurisdictions and setting out registration procedures and fees payable.

Article 30

Law No. 2 of 1975 referred to above shall be repealed. Any provision of any other law contradicts the provisions of the present law shall also be repealed.

Article 31

All entities concerned shall, in their own respective capacities, implement this Law. The present Law shall come into force on 15/2/2008 and be published in the Official Gazette.
