

Amended landlord and Tenants law in Jordan

Saleem Kharraz
s.kharraz@tamimi.com

The Original Law was implemented in order to regulate the tenant-landlord relationship. These provisions apply to all leased real estate except for the following:

1. Real estate leased for the purposes of agriculture and animal breeding;
2. Real estate leased to the employees in connection with their employment contracts; and
3. Real estate, in full or in part, owned by the government or one of the governmental agencies leased for investment purposes such as hotels, restaurants, etc.

In an aim to improve the regulations controlling the tenant-landlord relationship, the Law was implemented in 2011. The said Law provided for and amended issues relating to rent, its re-evaluation as well as notice periods. The following outline the amendments made to the Original Law and provide a brief explanation as to what the amended legal positions of landlords and tenants are.

Depending on the date at which the tenancy contract was entered into, the Original Law provided set periods in which the landlord could evict the tenant. However, Article 1 of the Law has amended the said Article and has cancelled the aforementioned period. As a result, the landlord can no longer give the tenant a deadline for evicting the premises.

In accordance with Article 3 of the Law, the rent could be revised and re-valuated after obtaining the approval of both the landlord and the tenant. However, in the case of a disagreement, the amendments grant all the parties the right to file an application to the court requesting a reevaluation of leases negotiated before 31 August 2000. According to the Law, this new and regulated rent shall take effect starting from the filing date of the said application. However, all leases agreed on or after 31 August are subject to the signed contract and its conditions.

Article 5 of the Law has revoked and terminated articles 14 and 15 of the Original Law. Before their termination, the said Articles required that the tenant pay extra in regards to some selected situations. As a result, and due to the termination of the aforementioned articles, no additions are added to the agreed rent. The rent agreed upon in the contract shall be the amount that prevails.

Further, the amendments in the Law provide that if the landlord sends a legal notice to the tenants requesting the payment of the amount of the rent usually paid, both parties shall lose the right to ask for a different revaluated rent. This is as the receipt of such notice constitutes an implicit acceptance of the named original rent.

In regards to the revaluated rent, the Law provides that the court have the sole discretion when deciding the amount after reading the report prepared by the industry experts concerning the situation. The court's decision concerning the rent, made within six months from the date of the application submission, is final, absolute and irrevocable.

Other amendments provided for by the Law are the amendments made to Article 7 and 18 of the Original Law. According to the Law, Article 18 now provides for the reevaluation and review of the rent amount once every five years. Alternatively, Article 7 regulates the right of continuing the lease in the case of the tenant's death. It provides for the right of his successors to carry on the lease. This article additionally defines a specific category to which this article applies, in accordance with social demands and circumstances.