

Law No. 2 of 1975 on the Leasing of Places and Buildings (Repealed) 2 / 1975

Number of Articles: 34

Stars icon indicate that some articles are amended

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We, Khalifa bin Hamad Al Thani, Emir of the state of Qatar,
Having reviewed the Amended Provisional Constitution, particularly Articles 23, 34 and 51 thereof;
Law No. 14 of 1964 on real estate registration, as amended;
Decree-Law No. 2 of 1966 on regulating buildings, as amended by Decree-Law No. 6 of 1969;
Law No. 13 of 1971 on the regulation of courts of justice, as amended;
Law No. 16 of 1971 on issuing the Law of Civil and Commercial Articles;
Law No. 5 of 1974 on the regulation of certain provisions of leasing places and buildings;
Law No. 1 of 1975 on extending the enforcement of Law No. 5 of 1974;
The proposal of the Minister of Justice;
The draft law submitted by the cabinet; and

Chapter One: The Law and Enforcement Thereof

Article 1

The provisions of this Law shall apply to real estate, places and buildings, and parts thereof in their different types, which are leased for the purpose of residence or for any other purpose, whether the tenant is a natural or juristic person, and whether public or private. The following shall be excluded from the application of this Law:

1. The State's public property
2. Agricultural land
3. Open space land
4. Residences occupied by employees and workers because of their work relationship with the State, public institutions, or different companies in accordance with the professional provisions applying to them.
5. Contracts that include essential conditions that are unfamiliar in ordinary lease agreements, such as leases intended merely for investment, trade or speculation, as in the case of furnished apartments, or leases relating to properties whose funds exceed the value of the leased property, in accordance with the intention of the parties and the purpose of the lease.

Chapter Two: Lease in General

The First Branch: Lease Elements

Article 2

A lease agreement is a contract under which the lessor allows the lessee to use the leased property for a specified period of time and rent.

Article 3

Where the lease is concluded without agreement on a defined period, the lease shall be for the period for which the rent was paid.

Article 4

The lease agreement shall be made in writing.

The Second Branch: Lease Effects

First: The Lessor's Rights and Obligations

Article 5

The lessor shall deliver the leased property and its extensions in a condition suitable for the purpose for which it was leased in accordance with the contract or the nature of the leased property, failing which the lessee shall have the right to cancel the contract.

Article 6

The lessor may effect improvements and additions to the leased property, provided that such improvements and additions do not impede the lessee's enjoyment of the leased property, in which case the lessee may terminate the contract.

Article 7

1. The lessee shall place sufficient movables in the leased property in order to guarantee the rent.
 2. The lessor may request the lessee to provide insurance that does not exceed the equivalent of two months' rent.
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Article 8

In order to guarantee the rent and all his rights under the lease agreement, the lessor shall hold a lien over any goods in the leased property owned by the lessee, his wife, or the sub-lessee, and such lien shall be effective after the payment of any alimony or amounts due to the public treasury.

Article 9

To give effect to his lien, the lessor may seize all movables existing in the leased property and shall have the right to object to the transfer of such movables. Where transfer occurs over his objection or without informing him for the purpose of causing harm to the lessor, the lien shall remain in force and the lessor shall have the right to recover the movables from the bona fide possessor, without prejudice to the rights of such possessor.

Article 10

The lessor shall not be entitled to seize or recover movables that are essential to the lessee's profession or craft, or where movables left in or on the leased property are sufficient to guarantee the rent in full.

Article 11

1. Where the leased property has been completely damaged during the period of the lease, the lease agreement shall be automatically terminated.
 2. Where, however, the leased property has been partially damaged, or has become unsuitable for its original purpose, or the enjoyment thereof has been substantially impaired, or may seriously endanger the health of the lessee or the health of persons living or working with him, and the lessee is not responsible for any of the abovementioned occurrences, the lessee may terminate the agreement.
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Second: The Lessee's Rights and Obligations

Article 12

1. The lessee shall maintain and use the leased property as agreed upon and for the purpose for which it has been leased.
 2. The lessee shall not effect any material changes to the leased property without obtaining the lessor's permission, otherwise the lessor may request the lessee to return the property to its original condition and claim compensation therefor.
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Article 13

The lessee shall act prudently in using and maintaining the leased property. The lessee shall be responsible for all damage or destruction to the property not resulting from such prudent use.

Article 14

The lessee shall be committed to make the necessary rental renovations in accordance with the custom unless there is an agreement stating otherwise.

Article 15

The lessee may, at his own cost, make any improvements to the leased property, such as works or ornamentation and decoration and installing devices for connecting water, electricity, gas, phone, air conditioner and the like, provided that this shall not be contrary to custom or established principles or threaten the safety of the land or the building's strength.

Article 16

Where there is more than one lessee for the same property, whoever occupies the property first without fraud shall be preferred. Where either lessee proves the date of making the contract before the other lessee occupies the property, he shall be preferred. Where there is no reason to prefer either lessee over the other, no claim shall arise from their conflicting rights except a claim for indemnity.

Third: The Rent

Article 17 (Amended By Law 21/1995)

1. The value of the rent agreed on in the lease agreement shall be binding upon the parties for the duration of the lease term. Where there is no agreement between the parties on the rent or on the method of evaluating it, or where it is not possible to prove the rent's value, the rent charged for similar leased properties shall apply.
 2. In evaluating the rent of similar properties, all factors shall be taken into consideration, such as the condition of the leased property, its location, the rents prevailing in the leased property's area, and all public and special specifications that affect the extent of taking advantage thereof.
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Article 18

The lessee shall pay the rent on the date prescribed in the contract. Where there is no such prescribed date, the rent shall be paid at the beginning of each month.

Article 19

Save as otherwise established, payment of the payable rent value in time is an evidence that other payment of the rent in the previous periods have been made.

Article 20

1. 1.Where the lessor refuses to accept the due rent, the lessee shall, within a period not exceeding one week from the date prescribed for payment or from the beginning of the month in which the rent is due, notify the lessor by registered letter with acknowledgment of receipt to accept the rent within seven days. Where the lessor does not accept the rent during this period, the lessee shall, during the following seven days, deposit the rent in the treasury of the Civil Court without paying any fees, and such deposit shall be deemed compliance with payment of the rent in accordance with the lease contract.
 2. 2.Both the lessee and the court shall notify the lessor of the deposit by registered letter with acknowledgment of receipt.
 3. 3.Without prejudice to the lessor's other rights, the deposit receipt shall be deemed proof of discharge of the lessee from the value of the rent under the contract.
 4. 4.In all cases the depositor shall not be allowed to withdraw the amount deposited until he obtains the approval of the depository or a final judgment is issued.
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Fourth: Transferring Ownership of the Leased Prope

Article 21

The existing lease agreement shall apply to the new landlord, even where it has no proven date that precedes the date of transfer of the ownership, whether optionally or unwillingly, as long as the artificiality or nullification of the same is not proven.

Article 22

The lessee may not withhold from the new landlord the rent that he pays to the lessor under the lease contract unless the new landlord proves that at the time of payment the lessee knew about the transfer of the property, without prejudice to the lessee's right to claim the rent from the previous lessor.

The Third Branch: Sublease and Assignment of Lease

Article 23

The lessee may not sub-let or assign the lease agreement or any part thereof until after obtaining the lessor's written permission.

The Fourth Branch: Termination of Lease Agreement

First: General Provisions

Article 24

1. Where either party wishes to vacate the leased property, he shall inform the other party fifteen days in advance in the case of a lease which does not exceed three months, one month in advance in the case of a lease which does not exceed six months, and two months in advance in the case of a lease exceeding six months, unless there is another agreement stating otherwise.
 2. In all cases, notification shall be by registered letter with acknowledgment of receipt.
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Article 25 (Amended By Law 21/1995)

1. The lease agreement shall terminate by the expiration of the term stipulated therein. Where the contract terminates and the lessee continues to take advantage of the leased property with the full knowledge and consent of the lessor, the contract shall be deemed renewed automatically under the same conditions as the first term.
 2. The provisions of this Article shall not apply to existing lease agreements made before the date of the enforcement of this Law until the lapse of two years after the enforcement date.
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Article 26

The lease shall not be terminated by the death of the lessor or the lessee. However, the lessee's legal heirs may terminate the contract, and the terms of the vacation notice provided

Article 27

1. The lessee shall deliver the leased property to the lessor at the end of the lease term in the same condition in which he received it, excluding any damage or destruction to the leased property that occurred beyond the his control.
 2. The lessor shall be deemed to have received the leased property in the same condition in which it was delivered to the lessee, unless proved otherwise.
 3. Where the leased property remains in the possession of the lessee without any right thereto, the lessee shall pay an indemnity to the lessor based on the value of the property's rent and the damage suffered by the lessor.
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Article 28

(amended under Law No. (5) of 1967)

Where the lessee effected improvements to the leased property by building or planting, he shall leave such improvements on the property after the termination of the contract, unless there is a written agreement stating otherwise.

However, where the leased property is a place for practicing a trade, profession or otherwise, the lessee shall, only upon the lessor's request, leave the improvements in their existing condition in consideration of compensation equal to their value.

Second: Termination of Lease Agreement by the Less

a. Cancellation before the end of contract term

Article 29

The lessor may cancel the lease agreement, even before the termination of the lease period, for any of the following reasons:

- (1) Where the lessee, without an acceptable justification, fails to pay the agreed rent within ten days from its due date.
 - (2) Where the lessee sub-let or assigned the leased property or left the same to a third party by any method without obtaining the lessor's written permission.
 - (3) Where the lessee uses or allows the use of the leased property in a way that violates the conditions of the lease agreement, contradicts regulations or morals, or damages the lessor's interests.
 - (4) Where the lessee, without a strong justification, closed the leased property or did not reside therein for a period exceeding six consecutive months.
 - (5) Where it is proven that the leased property is in a ramshackle state that may endanger the inhabitants' safety.
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b. Termination after the expiration of contract ter

Article 30 Cancelled (Repealed By 21/1995)

Third: Termination of Lease Agreement by the Lesse

Article 31

The lessee may cancel the contract before its termination where there are unexpected conditions that render compliance with its terms impossible, such as where the lessee is required by his work obligations to change his place of residence, provided that the terms of the vacation notice provided for in Article (24) hereof shall apply.

Chapter Three: General Provisions

Article 32 Cancelled (Repealed By 21/1995)

Article 33

Law No. 5 of 1974 and Law No. 1 of 1975 referred to above, and any provision that contradicts with the provisions of this Law, shall be cancelled.

Article 34

All concerned authorities, each within its jurisdiction, shall enforce this Law from the date of its publication in the *Official Gazette*.

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