



Eviction In Housing And Workplace Rentals For Landlords in Turkey

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Each party may terminate the rental agreement if it satisfies the requirements established in the law or the agreement.

In fixed-term agreements; the Turkish Code of Obligations TCO m. Article 347 states that unless the tenant sends notice at least fifteen days before the end of the period, the contract is presumed to be renewed for an additional year under the same terms. The lessor cannot cancel the agreement due to the contract's expiration. But, after the conclusion of the ten-year extension period, the lessor may cancel the contract without cause, provided that notice is given at least three months prior to the end of each extension year thereafter.

When ten years have elapsed since the commencement of the lease, the lessee may always end the contract with a notice of termination in line with the general conditions.

The notification of termination must be provided in writing in order to be legitimate.

Eviction By Lawsuit in Turkey

TCO m. As stated in clause 354, the grounds for litigation for the eviction of a leased person via litigation in residential and roofed workplace rents are confined to those prescribed by law. This clause is intended to prohibit the tenant's easy eviction from the leased property and to safeguard the tenant; these provisions cannot be altered against the tenant.



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Some property owners seek to evict their tenants and rent the same property to other people for a greater price in order to boost the rental price, as a result of the rise in rental costs, particularly in densely populated areas such as Istanbul.

As a result of the evacuation of the leased property due to the need of the lessor (TCO m. 350/I), the evacuation due to the need of the new owner (TCO m. 351), and the evacuation for the purpose of reconstruction and reconstruction (TCO m. 350/II), three different evacuations occur.

TCO 350/I: If there is an obligation to use the leased property for himself, his spouse, descendants, descendants, or other dependents due to the need for housing or workplace, TCO 350/II: If it is necessary to repair, expand, or change the leased property for the purpose of rebuilding or zoning, and it is impossible to use the leased property during these works, the lease agreement may be terminated with a lawsuit by complying with the periods specified in the law.

TCO 351: If the person who subsequently acquires the leased property has an obligation to use it for himself, his spouse, descendants, descendants, or other persons he is required by law to care for, due to housing or workplace needs, and he notifies the lessee in writing within one month of the date of acquisition, a lawsuit may be filed after a month. Retaining the leased unused underused or unrequited usage after the evacuation does not constitute a breach of the re-leasing restriction.

The lessor who breaches the limitation on re-leasing is required to compensate the former tenant for at least one year's worth of rent paid during the previous rental year.

In its precedent rulings, the Court of Cassation requires both the presence of a court decision on eviction and the tenant's receipt of the executive order pertaining to this decision. The fact that the lessor just orally requested eviction out of need and even provided a warning is not deemed sufficient to qualify for compensation, and it is understood that the criterion of forcing the eviction will not be satisfied until the court order is executed. If these conditions are not met, the renter has no right to compensation.

According to TCO 355/II, if the ground for eviction is abolished due to necessity, the former tenant has precedence, although this right must be utilized within one month after receiving written notice from the lessor. A simple written form is required for written notification to exercise the priority right. After the written notice, the former tenant's silence throughout the one-month exclusion period implies he has forfeited his claim to priority.

If you are a landlord in Turkey renting out a residential or workplace property, it is important to understand the regulations surrounding eviction. [Contact Bayraktar Attorneys](#) to get a qualified consultancy for your rights and maximize your gains.

