



What Are Tenant Rights in Turkey?

Tenant rights are the rights of the lessee, who is one of the contract's parties if a rental agreement has the appropriate provisions. Tenant rights can differ depending on the kind of property covered by the rental agreement. According to Article 299 of the Turkish Code of Obligations (TCO) No. 6098, rental agreements are those in which the landlord agrees to leave the use of something or to profit from it combined with usage to the tenant, and the tenant agrees to pay the stipulated rent in exchange. Tenant rights, on the other hand, are the rights of the lessee, one of the contract's parties, if the lease has the requisite requirements. Tenant rights can differ depending on the kind of property covered by the lease. The tenant's rights often result from the landlord's responsibilities, and the tenant takes legal action within the limits of the tenant's rights.

As a tenant who rents the house, it is crucial to understand your rights in the renting process. As a tenant, you need to know "Under what circumstances can you leave the residence, and when can the landlord evict you? Alternatively, you may find yourself in a victim position while not deserving it.

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Tenant rights are the rights that a lease agreement has if the criteria are met. These rights often result from the lessor's duties. Under the framework of these rights and responsibilities, the lessee may make certain requests of the lessor. In general, tenant rights consist of the following:

- The privilege of receiving the leased property from the tenant in conformity with the rented property's intended use and purpose.



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- The right to demand that obstacles preventing usage of the lessor throughout the lease period be resolved.
- The right to cancel the contract and withdraw from it for reasonable cause in the event that the lessor fails to satisfy the responsibilities placed on them by the Turkish Code of Obligations.
- The right to sue for damages resulting from the late delivery of leased property to the lessee.
- The right to seek reimbursement from the landlord for incidental costs incurred in connection with the use of the leased property.
- The right to demand that the error be fixed.
- Unless otherwise agreed, the landlord's right to require compliance with mandatory insurance, tax, and similar requirements. Expenses such as elevator maintenance costs, jacketing fees, etc. may be claimed from the tenant.
- In the event that a third party claims rights to the leased property, the landlord has the right to defend the action and recompense for any damages.
- The right not to be evicted from the rented property throughout the term of the lease without a valid cause and before the lease ends.
- The right to sublease or transfer the leased property with the landlord's written consent.
- No further financial obligation may be placed on the tenant other than the rental price and auxiliary expenditures (heating, lighting, water, dues, etc). (heating, lighting, water, dues, etc.).

Agreements that the penalty will be paid or the future rental fees will be payable in case the rental charge is not paid on time are illegal.

Tenant Rights in the Absence of a Signed Rental Agreement

Mutual declarations of will are sufficient to create the lease and are not subject to form requirements. Verbal rental agreements are also regarded as legal, even if written rental agreements are vital as evidence in the event of a future disagreement. The Turkish Law of Obligations also protects verbal leasing agreements, exactly like written lease agreements. Hence, even if the parties have entered into a verbal lease agreement, the lessee may assert the rights that he may demand from the lessor under the terms of the written lease agreement.

The rental arrangement between the tenant and the landlord is typically for one year. Yet it has no restrictions. In other words, the duration of a contract may be agreed upon by the parties. When the term specified in the contract ends, it is not necessary to enter into a new contract. The contract is renewed annually on the same day. A formal rental agreement is not necessary, and if the tenant demands after the rental agreement expires, the rental agreement is extended for another year. This circumstance, which is part of the tenant's rights, prohibits eviction.

Rights of the Tenant on the Deposit (Depozito) in Turkey

As the rental agreement is being drafted, it may be agreed that the renter would pay a deposit. In accordance with Article 342 of the TCO, if a tenant is contractually required to provide a



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deposit for residential and roofed workplace rentals, this deposit cannot exceed three months' rent.

If it is determined to provide money or precious documents as a deposit, the lessee puts the money in a savings account without the lessor's permission and the valuable papers in a bank. The bank may only restore the deposits with the permission of both parties, following the conclusion of the enforcement actions, or in accordance with a completed court order.

If the lessor has not notified the bank in writing within three months of the expiration of the lease agreement that he has filed a lawsuit against the tenant regarding the lease agreement or has initiated proceedings through execution or bankruptcy, the bank is required to return the security deposit to the tenant upon request.

Tenant's Rights Regarding Shared Costs and Apartment Fees

The renter is responsible for use charges such as heating, lighting, and water in residential and roofed office rentals, unless otherwise stipulated in the lease or contrary to local tradition. For instance, the renter is responsible for covering the costs associated with the usage of the combi boiler. If the immovable is rented in an apartment, the tenant is required to pay the common expenditures associated with the use of the leased property, unless the contract states otherwise or local tradition dictates otherwise. Nevertheless, the lessor cannot apply to the lessee owing to incidental costs spent by the lessor or other parties. For instance, the lessor cannot charge the lessee for fixture charges such as elevator alteration fees and sheathing fees for the leased property.

The lessor is liable for the costs associated with alterations to the fundamental construction of the leased building and the leased building. The lessee has the right to demand from the lessor any deficiencies in the leased property that appear later and are not his fault, as well as any changes in the nature of essential alterations made to eradicate these problems.

Tenant Rights Upon Termination of the Rental Agreement

Generally, rental agreements are made for a certain duration. Nonetheless, the lessor does not have the power to evict the tenant on their own, even if the agreed-upon duration in the contract for residential or commercial leases of six months or more has expired. The renter must provide notice at least fifteen days prior to the expiration of the fixed-term agreement. If no notice is given, the contract is presumed to be renewed for another year on the same terms.

Tenant Rights in Raise of Rental Prices

The rental fee agreed upon by the parties grows annually at the rate of inflation specified in the contract. This rate is applicable regardless, given that it does not exceed the CPI change rate calculated in the preceding rental year based on the twelve-month averages. This law also applies to leases that are longer than one year.



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If there is no agreement between the parties regarding the increase rate for the next rental period, the rental price is determined by the judge based on the condition of the leased property, as long as it does not exceed the change rate based on the twelve-month averages of the consumer price index (CPI) from the previous rental year. Therefore, this rate cannot in any way surpass 25%.

In the event of a disagreement between the tenant and the lessor over the rental amount, the tenant may petition the court to determine the rental price. Regardless of whether the parties have reached an agreement on this topic, the rent amount to be applied in the new lease year at the end of every five years and at the end of every five years, the rate of change based on the twelve-month averages in the CPI, and the condition of the leased premises. And establishes a rental price in an appropriate way, taking preceding rental prices into consideration.

Similarly, a lessee may not be obliged to execute the contract out of fairness if an unusual event that could not have been anticipated by the parties at the time of the tenancy agreement, but which afterwards happened, occurred. In such instances, the lessee may file a lawsuit to have the rental price adjusted to reflect current market realities.

Does the Tenant Have the Right to Vacate the Property Prior to the Contract's Termination?

Before the end of the lease term, the tenant has the option to vacate the property without providing an explanation. However, in this instance, a regulation has been made in the law so that the lessor will not be a victim, and it is accepted that pursuant to Article 325 of the TCO, if the lessee returns the leased property without complying with the contract period or the termination period, the debts arising from the lease agreement will continue for a reasonable period of time during which the leased property can be rented under similar conditions. The tenant's obligations deriving from the lease agreement are discharged in the event that the lessee finds a new tenant who can be anticipated to accept from the lessor before the expiration of this time, has the capacity to pay, and is prepared to assume the lease.

Nonetheless, the lessor is required to subtract from the rental amount any expenditures he has saved and any advantages he has earned or purposefully avoided by utilizing the leased property in a different manner.

Can the Landlord Enter the Rented Home?

No. After signing a lease agreement with the tenant, the landlord may no longer enter the residence without the tenant's consent. In line with the requirements of the Turkish Criminal Code, this is the offense of "Violation of Immunity of Housing." In such a situation, the tenant may file a criminal complaint against the landlord by sending a letter to the Prosecutor's Office.

After the signing of the lease, it is the tenant's right that the landlord cannot access the rental property without their permission and approval. On the other hand, renters should promptly



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replace the lock when moving into a new residence. Following the conclusion of the lease, you may transfer over the home to the landlord by handing him the key.

For Issues Regarding the Rental Agreement, a Competent and Authorized Court

The Civil Courts of Peace have jurisdiction over issues originating from the lease agreement between the lessor and the lessee.

The court with jurisdiction is either the court of the tenant's place of residence or the court where the lease will be signed.

The rights, known as tenant rights, give certain legal safeguards to the renter, a party to the lease agreement. The structure of the lease agreement has no bearing on the tenant's ability to use these legal protections.

If you're a tenant in Turkey, it's important to know your rights and responsibilities under the law. Understanding the tenant rights outlined in the Turkish Code of Obligations can help you avoid potential conflicts with your landlord and protect your interests as a renter. If you have any questions or concerns about your tenant rights or need legal advice, we recommend consulting with a qualified attorney who specializes in landlord-tenant law. Don't hesitate to [reach out](#) and get the help you need to ensure a smooth and successful renting experience.

