

Syria: Brief on Tenancy Law No. 20/2015



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January 2023

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STJ recommends that the Government of Syria revise its legislation on tenancy and write a comprehensive, non-discriminatory law which treats all Syrians equally

Background

Syrian laws that regulate the landlord-tenant relationship have been changed constantly since the early 2000s. In 2001, the government issued Law No. 6 that repealed the three Legislative Decrees: No. 464/1949, No. 111/1952 and its amendments, as well as No. 3/1987, which previously governed tenancy matters for 50 years. Thereafter, Law No. 6/2001 was amended twice. The first time was in 2006 through Law No. 10., which modified Article 1, and the second time was in 2010 through Law No. 32, which added two paragraphs to Article 2.

In 2015, Syria passed Law No. 20, which regulated certain lease agreements. This law was routinely criticized because its vague and problematic application. In the present paper, Syrians for Truth and Justice (STJ) delves into the debate around Law No.20 and provides recommendations may help better implement it.¹

Overview of Law No. 20/2015

On 11 November 2015, Syrian President Bashar al-Assad approved tenancy Law No. 20. The Law includes 19 articles regulating the following matters:

1. The law regulates leasing premises for housing, vacationing, tourism, recreation, business, industrial or vocational activities, or practicing legally-regulated professions. Furthermore, it covers leasing premises for public entities, administrative units, public or joint institutions, educational institutions, schools, political parties, grass-roots organizations, trade unions and associations at various levels.²

Notably, the law does not apply to:³

- Contracts on leasing agricultural lands or places for animal husbandry.
- Contracts under which employers provide accommodation for their workers.
- Contracts on the occupancy of rented dwellings concluded in accordance with Law No. 43/1982.
- Contracts on the occupancy of public property.
- Contracts on the investment in state-owned real estate, administrative units or public institutions that provide services of public interest.⁴
- Contracts on the investment in economic and professional facilities.
- Contracts on leasing or investing in real estate of the Hejaz railway,⁵ since they are covered by Legislative Decree No. 20 of 6 August 1964.

¹ Law No. 20/2015, the Syrian parliament's official website, <http://www.parliament.gov.sy/arabic/index.php?node=201&nid=15634&ref=tree&> (Last accessed: 9 November 2022).

² Article 1 (A) of Law No. 20/2015.

³ Note: Law No. 6/2001 excluded the same contracts in Article 13, leaving their regulation to special laws or to the Civil Code.

⁴ Subject to Communication No. 5181 of 18 November 2012 on leasing and investing in state lands.

⁵ Article 18 of Legislative Decree No. 20/1964 states: "Contracts of leasing and investing in real estate of the Hejaz railway are not concluded according to tenancy laws. The administration of the Hejaz railway choses to

2. The law sets a formula for adjusting rents payable under automatically renewable contracts governed by Legislative Decree No. 111/1952.⁶
3. The law stipulates that leases should be registered at administrative units such as governorates, municipalities, etc. provided that these contracts include the detailed identity of the contractors/their legal representatives, the address of each of them, their signatures, the duration of the lease and its allowance, as well as the descriptions of the leased property.⁷
4. The Law regulates claims of injustice related to rents.⁸
5. The Law sets reasons for terminating leases concluded under contracts of indefinite periods before Law No. 6/2001 came into force.⁹
6. The Law regulates the termination of landlord-tenant relationship.¹⁰
7. The Law gives competence to Magistrates' Court to decide on claims related to premises' rents, tenant eviction, and rental disputes along with cases that demand rescission of the leasing contract and compensation.¹¹
8. The law carries penalties of up to one year as well as a fine for violating its provisions.¹²
9. The Law refers the situations it does not cover to the Civil Code and the Code of Civil Procedure and provides for the repeal of all legislative provisions contrary to it.¹³

The Problematic Application of Law No. 20/2015

➤ Multiple Tenancy Laws

As described above, Law No. 20/2015 excludes from its coverage the lease of certain types of real estates, such as agricultural and the state-owned properties, referring them to other laws. Although the mechanism of leasing these types is different others, it is better to have a single law that covers all rental matters. This comprehensive law must be clear so that both enforcers and citizens can thoroughly understand it, thus facilitating rental procedures.

➤ Security Clearance Required for Leasing Agreements

The imposition of obtaining security clearance to conclude a leasing agreement is one of the biggest hindrances to lease operations in Syria. This imposition is not a legal

bid between applicants willing to invest in these estates or to sign with them directly depending on the interest of the Railway.”, the Ministry of Transport’s website,

<http://mot.gov.sy/apps/library/download/?id=208>

See also Articles 3 and 4 of Legislative Decree No. 30/1965, the Syrian parliament’s official website, <http://parliament.gov.sy/laws/Decree/00040682.tif> (Last accessed: 9 November 2022).

⁶ Article 1 (d) of Law No.20/2015.

⁷ Article 3 of Law No. 20/2015.

⁸ Articles 5 and 6 of Law No. 20/2015.

⁹ Articles 7, 8, 9 and 10 of Law No. 20/2015.

¹⁰ Article 12 of Law No. 20/2015.

¹¹ Article 13 of Law No. 20/2015.

¹² Article 15 of Law No. 20/2015.

¹³ Article 19 of Law No. 20/2015.

requirement, but a condition imposed by the Executive Branch. The administrative units forward leasing contracts to security branches to approve or reject after checking the security records of the contractors. The security forces often reject the lease contract if one of the contractors is wanted for security services, the judiciary, or for compulsory service. Furthermore, if a woman is a party in a lease agreement, the security services check her husband's security record; if it contains "impurities" the contract will be rejected. As such, many families have been prevented from their right to lease.¹⁴

This illegal procedure is considered an intervention from the Executive in the mandate of the Legislative Authority.¹⁵

➤ Problematic issues related to estates leased under old laws

Many tenancies are still governed by the older Legislative Decree No. 111/1952, under which contracts concluded for indefinite periods and which's terms tend to favor tenants' interests. However, Law No. 6/2011 gives the landlord the right to terminate a rental agreement still governed by the old laws if he compensates the tenant; the compensation amounting to 40% of the value of the rental. Nonetheless, this law excludes from its coverage premises leased to the state and those owned by it.¹⁶ Thereafter, Law No. 20/2015 removes protection from premises leased for public entities except those used as educational institutions or schools and those used by ministries,¹⁷ unless the ministry decides to dispense the rented real estate for being in excess of its need.¹⁸

Furthermore, rents payable under contracts governed by the old laws have fallen short of the escalating cost of living. The adjustment of these rents requires the landlord to file a case – once every three years – to the reconciliation court which will appoint a real estate expert to assess the market value of the real estate. Afterwards, the annual rent will be fixed at 5% of the market value of the real estate, if the purpose of the rental agreement is residential, and 7% if it is commercial.

It is unfair for the landlord to compensate the tenant with 40% of the value of his/her real estate to retrieve it. This makes the tenant a co-owner of the property, which violates the right to property enshrined by the Constitution,¹⁹ as well as Article 768 of the Syrian Civil Code that states: "Legal owners have the exclusive right to dispose, use, and exploit their property within the limits of the law."

¹⁴ Failure to obtain security clearances, many families asked their friends, with clear security records, to conclude the leasing contracts in their names.

¹⁵ STJ talked to four women in Damascus who failed to lease houses, due to their husbands being defaulted from compulsory or reserve military service. Each of those women has two children at least. Two women joined their husbands in Lebanon and the other two stayed in relatives' houses in Syria until finding a solution to their issue.

¹⁶ Article 2 (b) of Law No. 6/2001.

¹⁷ Article 7 of Law No. 20/2015 stipulated that

¹⁸ Article 12 (a) (b) of Law No. 20/2015.

¹⁹ Article 15 of the current Syrian Constitution.

➤ **Legislation Favors Government Employees and Syrian Army Members**

Law No. 20/2015 gives undue advantages to certain individuals and public entities in breach of the principle of equality before the law.

Article 7 of this law forces the tenant to evict the real estate under the landlord's demand, provided the latter need it for his/her housing and has no other real estate. However, the Article excludes tenants who, or their spouses, are employees, servants, or workers governed by the Basic Law of State Employees. It also excludes military personnel or employees in public and joint sectors as well as public servants whose service can be legally terminated for any cause other than death and are entitled to pension, including disability pension and old-age pension.

However, this exemption does not apply in the case the landlord is a worker, employee, servant, or a military personnel who was transferred to the town of his leased property or returned to it after retirement or demobilization.

If the landlord or his spouse has the aforementioned reasons for protection, he or his heirs may file for the eviction of the tenant. The eviction requires a notice period of three months.²⁰

However, the article stipulates that the real estate shall be protected against eviction if the tenant was martyred or went missing during military operations or was captured and his household members continue to occupy the rented property and have not been granted housing from the state. The household members here means the wife and the children, together or separately, as well as parents or siblings who were provided for by the tenant and living with him. For this, the tenant's martyrdom or missing or captured status must be proved by a report from the Ministry of Defense.²¹

That said, everyone who is familiar with the Syrian situation during the conflict, knows that the Syrian government recognizes only martyrs, missing persons, and prisoners loyal to it.

Furthermore, the law giving protection to state employees, military personnel, and martyrs', whether they are landlords or tenants, is a clear violation of the constitutional principle of absolute equality between Syrian citizens.²² These provisions imply nothing less than a State's attempt to evade responsibility to secure housing for those families at the expense of citizens.

➤ **75% of the Property Must be Owned for Leasing**

Among the most important problems within the law it that it does not lay out a clear method of addressing communally owned real estates. The Law stipulates that leases'

²⁰ Article 7 (e) of Law No. 20/2015.

²¹ Ibid.

²² Article 33.3 of the current Syrian Constitution.

registration applications are only accepted from the full owner of the leased property or the person who owns 75% of the shares listed in the property's real estate records. This may be proper in a steady state, which is not today's Syria, where half of the population is internally or externally displaced or disappeared. This provision presents us with a real problem; in the case co-owners who have 75% or more of the property are not available, the other co-owners with lesser shares cannot lease the property.

Moreover, the issue becomes more complicated when one or more of the co-owners become out of reach for several reasons, including being missing, displaced, or arrested. Even if the displaced or migrated co-owners are available to contact, they cannot conclude legal authorization to the other co-owners inside to lease the property if they are wanted for security forces for being opponents to the regime.²³ Moreover, the regime's frequent refusal to issue death notifications to those deceased in areas out of its control prevents their heirs from leasing the properties they left behind. This is because the law requires the heirs to obtain documents confirming the death of the deceased.²⁴

➤ Advance Payment of Rent

Law No. 6/2001 limited advance payments of rent to a maximum of three months' rent.²⁵ However, Law No. 20/2015 removed the ceiling of the advance payments for leasing agreements concluded after Law No. 6/2001 came into force,²⁶ but keeps it on those concluded for indefinite periods under old laws. This means that the landlords of properties leased from 2001 onwards can demand tenants the advance payment of a year's rent or more. This will intensify the burden placed on tenants, especially amid the country's dire economic situation resulting from the ongoing war.

Recommendations

Law No.20/2015's failure to address all aspects related to tenancy, including those newly emerged during the war, results in problematic and unfair leasing agreements. Furthermore, the discriminatory provisions included in Law No.20/2015 and the Executive's interference in its application makes it weak.

To address these issues, STJ offers the following recommendations to relevant authorities:

²³ "Above the Judiciary and State Institutions: The Powers of the Syrian Security Services", STJ, 7 October 2022, <https://stj-sy.org/en/above-the-judiciary-and-state-institutions-the-powers-of-the-syrian-security-services/> (Last accessed: 28 December 2022).

²⁴ "Southern Syria: Thousands of Survivors Fail to Register their Dead Relatives", STJ, 21 May 2020, <https://stj-sy.org/en/southern-syria-thousands-of-survivors-fail-to-register-their-dead-relatives/> (Last accessed: 28 December 2022).

²⁵ Article 1 of Law No. 10/2006, amended by Article 1 of Law No. 6/2001.

²⁶ Article 2 of Law No. 20/2015.

1. Write a single, uniform tenancy law that leaves the regulation of the landlord- tenant relationship to the will of the parties and ensures equality and non-discrimination among all citizens.
 2. Trigger Article 1 of Law No.10 of 2006 to limit the advance payments of rent to a maximum of three months' rent, regardless of the type of the leased property.
 3. Find radical solutions for issues relating to properties leased under indefinite term contracts governed by old laws. This shall be done while taking into consideration that the right to property is safeguarded by the Constitution and that securing housings for affected families is the state's responsibility not the citizens'. The nominal rents of these properties should be adjusted for inflation, giving the owner the right to reclaim his/her property without compensating the tenant with 40% of its value.
 4. Repeal all circulars that condition obtaining security clearances for the approval and registration of powers of attorney and lease agreements.
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About Us:

Syrians for Truth and Justice (STJ) is a nonprofit, nongovernmental organization monitoring human rights violations in Syria. Founded in 2015, STJ has been based in France since 2019.

STJ is an impartial and independent Syrian human rights organization operating across Syria. Our network of field researchers monitor and report human rights violations occurring on the ground in Syria, while our international team of human rights experts, lawyers, and journalists gather evidence, examine emerging patterns of violations, and analyze how violations break domestic Syrian and international law.

We are committed to documenting violations of human rights committed by all parties in the Syrian conflict and elevating the voices of all Syrians victimized by human rights violations, regardless of their ethnicity, religion, political affiliation, class, and/or gender. Our commitment to human rights monitoring is founded on the idea that professional human rights documentation meeting international standards is the first step to uncovering the truth and achieving justice in Syria.



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