

Tenant Eviction Methods in Turkish Law



In the ordinary course of life, many disputes arise between landlords and tenants. Tenant eviction is one of the most important disputes between landlords and tenants. Especially in periods of extraordinary increase in rental prices and in areas where urban transformation projects are concentrated, the number of such disputes increases, and the parties seek their rights before the law. In general, the Turkish legal system has a structure that strictly protects the rights of tenants, but landlords also have certain rights regarding tenant eviction. In this article, we will discuss the rights of landlords regarding the eviction of tenants and tenant eviction procedures in general terms.

Tenant Eviction for Unpaid Rent

In the event that the owner of the real estate gives two justified notices to the tenant for non-payment of rent in the same lease period, it is possible to evict the tenant from the real estate in accordance with Article 352/2 of the Turkish Code of Obligations ("**TCO**"). This notice must be made in writing. Since it is essential to prove that the written notice was duly served, we recommend that these notices be served through a notary public.

It is critical to comply with the deadlines for the eviction of a tenant with two just notices. In this context, the real estate owner who gives two just notices to the tenant within the lease period must file an eviction lawsuit against the tenant within one month from the renewal date of the lease agreement.

In addition, in case of non-payment of the rent, it is also possible to initiate enforcement proceedings with an eviction request in accordance with Execution and Bankruptcy Law ("**EBL**") Article 269 and to file an eviction lawsuit in the enforcement law court if the tenant fails to pay within 30 days. If the tenant pays the rental fee within 30 days, the execution proceeding will replace the rightful notice.

Tenant Eviction Due to the Need of the Landlord

Pursuant to Article 350 of the TCO, evicting the tenant from the leased real estate is possible if the owner, his/her spouse, children, parents, and dependents are in need. In order to evict the tenant due to need, the need must be honest and sincere in accordance with the decisions of the Court of Cassation. In this context, the real estate owner must prove before the court that he/she doesn't have another apartment suitable for living in the vicinity of the real estate to be evicted, and the real estate is really needed.



It is critical to comply with the deadlines in the eviction of a tenant due to need. In this context, the tenant must file an eviction lawsuit within one month from the renewal date of the lease agreement. If a notice is sent to the tenant within the time limit for filing a lawsuit, the time limit for filing a lawsuit will be extended for the new lease term.

It is important to note that under Article 355 of the TCO, real estate owners who evict their tenants due to necessity may not rent the evicted real estate to anyone other than the former tenant unless three years have passed and there is a justifiable reason. In case of violation of this provision, the tenant may claim compensation to the real estate owner in an amount not less than one year's rent.

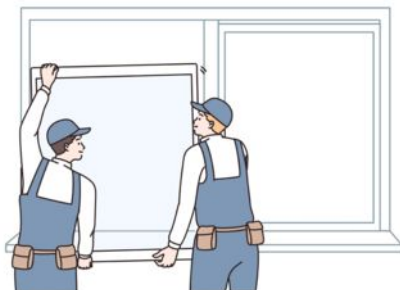
Tenant Eviction Due to the Needs of the New Owner

Pursuant to Article 351 of the TCO, the tenant may be evicted from the leased real estate if the new owner, his spouse, children, parents, and dependents are in need. In order to evict the tenant due to need, the need must be honest and sincere in accordance with the decisions of the Court of Cassation. In this context, the new owner must prove before the court that he/she doesn't have another real estate suitable for living in the vicinity of the real estate to be evicted, and the real estate is really needed.

It is critical to comply with the deadlines for the eviction of tenants due to the new owner's needs. In this context, the new owner must serve an eviction notice to the tenant within one month from the real estate's acquisition date and file an eviction lawsuit after six months. In the event that these periods are missed, it is possible to operate the eviction procedure due to necessity pursuant to TCO 350 by complying with the deadlines.

It is important to note that under Article 355 of the TCO, the new owner who evicts the tenant due to necessity may not rent the evicted real estate to anyone other than the former tenant unless three years have passed and there is a justifiable reason. In case of violation of this provision, the tenant may claim compensation to the real estate owner in an amount not less than one year's rent.

Eviction of the Tenant Due to Renovation and Reconstruction



If the leased real estate needs to be substantially repaired, extended, or altered for the purpose of reconstruction or reconstruction, and if the use of the real estate is impossible during these works, the tenant may be evicted from the leased real estate in accordance with Article 350 of the TCO. For the tenant's eviction due to reconstruction and reconstruction, at least a significant renovation must be made to the house.

It is critical to comply with the deadlines in eviction cases due to reconstruction and reconstruction. In this context, an eviction notice must be served to the tenant, or an eviction lawsuit must be filed within one month at the latest from the lease agreement's renewal date.

The real estate evicted for the purpose of reconstruction and reconstruction cannot be rented to another person in its former condition for a period of three years without just cause. In addition, the former tenant has a priority right to rent the reconstructed and reconstructed real estate with its new condition and new rental price. Therefore, if the real estate owner wants to re-let his/her house, he/she will give a written notice to the former tenant. If the tenant does not use his/her right within one month after this notification, his/her priority to rent the real estate will end. Unless written notice is given to the tenant, the real estate cannot be rented to another person before three years have passed. In case of violation of this provision, the tenant may claim compensation to the real estate owner in an amount not less than one year's rent.

Eviction of the Tenant by Termination of the Contract

Pursuant to Article 347 of the TCO, the real estate owner may terminate the lease agreement upon the expiration of the tenth extension year. Here, the tenth extension year should be understood as the period obtained as a result of adding ten years to the number of years of the lease agreement. For example, in one-year lease agreements, the real estate owner may terminate the lease agreement as of the 11th year. It is important to note that unless there is another reason for eviction, the lease agreement cannot be terminated by landlords until the tenth extension year expires.

Following the ten-year extension period, it is critical to comply with the deadlines for the termination of the contract. In this context, a termination notice must be sent to the tenant at the latest three months before the end of the lease period, and if the real estate is not evicted, an eviction lawsuit must be filed.

In addition, it is possible to immediately terminate the contract and file an eviction lawsuit in accordance with Article 316 of the TCO in case of immoral or misuse of the real estate. Here, prostitution in real estate can be given as an example of immoral use, and substantial damage to the real estate can be given as an example of misuse.

Eviction of the Tenant with Eviction Undertaking

After the delivery of the leased real estate to the tenant, it is possible to evict the tenant from the leased real estate if the tenant signs an eviction undertaking. According to Article 352 of the TCO, the validity conditions of the eviction undertaking are as follows:

- It shall be in writing.
- It shall be signed after the delivery of the leased property.
- It shall be signed by the lessee or the person authorized by him.
- The eviction date shall be specific.

It is critical to comply with the deadlines in the tenant's eviction with the eviction undertaking. In this context, the real estate owner must apply for execution or file an eviction lawsuit within one month from the date the tenant gives the eviction commitment.