

How to regain possession of a property rented as the main residence ?



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To regain one's property, a landlord must give notice to their tenant. There are three exclusive reasons for giving notice: for personal use, for sale, or for legitimate and serious reasons.

1) Notice for owner's occupation

The notice for owner's occupation allows for the automatic renewal of the lease to be terminated upon its expiration in order to reclaim the property for personal use or for the use of a close relative (spouse, parents, children, stepchildren, etc.). The landlord must notify the tenant six months before the deadline for unfurnished rental properties and three months for furnished rental properties. If the deadline is not respected, the lease will be automatically renewed, and the landlord will be required to wait until the next expiration date.

Furthermore, the letter must clearly state the reason for the notice, the identity of the new beneficiary, as well as the relationship between the landlord and the new beneficiary. Additionally, it is necessary to include the necessary documentation along with the information [notice regarding the obligations of the landlord and the avenues for recourse and compensation available to the tenant](#).

In the case of notice following the purchase of a rented property, there are two scenarios :

- **The end of the lease occurs less than 2 years after the acquisition**

The lease will terminate two years after the date of the authentic deed's signature, even if the lease expires before that time. For instance, if the lease ends one and a half years after the purchase, it will be extended by an additional six months to fulfill the two-year period.

- **The end of the lease occurs more than 2 years after the acquisition**

The lease will terminate on the scheduled expiration date if the landlord has properly sent their notice within the specified timeframe.

2) Notice for sale

Just like the first procedure, the notice for sale must be carried out three or six months before the expiration date and with specific details. The letter serves as an offer of sale to the tenant and must mention the reason for the notice, the property's price, the sales conditions, a description of the accommodation and its annexes, while also including the first five paragraphs of section II of the [Article 15 of the Law of July 6th, 1989](#) and informations [notice regarding the obligations of the landlord and the avenues for recourse and compensation available to the tenant](#).

The occupant has a right of preemption if they wish to acquire the property. In the case of an agreement, the signing at the notary's office will take place within two months following or within four months if the tenant requires a mortgage. If not, they will have to vacate the premises at the end of the notice period.

In the case of purchasing an occupied property :

- **If the end of the lease occurs less than 3 years after the acquisition:**

The landlord can give notice to the tenant on the date of completion of the first renewal of the current lease. For example, if the lease ends two and a half years after the property's acquisition by the landlord, they will need to renew it once, which will make the notice for sale effective five and a half years after the acquisition (2.5 years + 3 years of lease renewal if the landlord is an individual).

- **If the end of the lease occurs more than 3 years after the acquisition:**

The lease will end on the specified date if the landlord has properly adhered to the notice period for sending the notice for sale.

Note : If the landlord finds a buyer for the property at a price lower than the one proposed to the tenant in the notice, they must offer the sale of the property to the tenant again, even if the tenant has vacated the premises. The tenant will then have one month to decide whether they want to purchase the property. The landlord cannot sell the property if this step has not been taken beforehand.

3) Notice for "serious and legitimate" reasons

It is generally used when the tenant fails to fulfill their obligations. For example, in cases of disturbances in the building, unpaid rent, repeated and significant delays, unauthorized subletting, or damages.

It is not necessarily linked to a fault of the tenant. For instance, it can be related to the landlord's project to completely restructure the building to which the property belongs.

In all cases, the tenant can contest it, and the matter may go to court.

4) What are the remedies in case the tenant refuses to vacate the premises?

Even if the landlord has followed the eviction procedure correctly, they cannot personally evict a tenant who refuses to leave. Instead, they must involve the judge responsible for tenant protection matters associated with their property. While legal representation is not mandatory, it's advisable as it can save time and prevent mistakes.

If the court validates the notice, it will make a decision regarding the tenant's eviction. The landlord needs to enlist a bailiff to summon the tenant to court. Even if eviction is ordered, the judge might grant the tenant additional time to find alternative housing. To be effective, the court's decision must be officially served to the tenant by a bailiff. The tenant has the right to appeal this decision.

Following this, a specific process and timeline ensue to facilitate the tenant's departure if they don't leave voluntarily. This process might involve requesting law enforcement assistance for a physical eviction, respecting the winter eviction ban, and other legal considerations. The specifics can vary based on local laws and regulations.

Key points to remember :

- The landlord has three legal options to send their eviction notice:
- Registered letter with acknowledgment of receipt (which must be received by the tenant to be valid).
- Notary's deed.
- Hand-delivered letter with signature.
- The notice period is six months for unfurnished properties and three months for furnished properties.
- If the lease includes multiple tenants, each of them, along with their spouse or registered partner, must receive the eviction notice, even if the partner's name is not in the lease, as long as the landlord is aware of their existence.

- The tenant can contest the eviction notice. A procedural error or failure to adhere to the notice period can invalidate the eviction. The court can declare the notice invalid.
 - Some tenants are protected, particularly if they are over 65 years old or if they are responsible for individuals over 65 with modest income that doesn't exceed a certain threshold. In such cases, the landlord is obligated to offer a relocation solution nearby that suits the occupant's needs. This protection doesn't apply if the landlord is over 65 themselves or has modest income._
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