Rent agreement- utility, procedure and process.

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Landlord and tenant laws become the focus in many NRI property disputes. Being the owner of any property and ensuring that all matters stay sorted out is not easy for an overseas citizen primarily because they do not manage to come to India as frequently as would be required for such cases.

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Landlord Tenant Dispute

One of the most common matters that we face in NRI cases is the question of how to evict a tenant in India. The saga of landlord-tenant disputes is not limited to just local levels. In the case of NRI properties, it becomes worse because people take undue advantage of the absence of overseas citizens. Most NRIs have no option but to give their houses on rent to protect from trespassers and illegal occupants. This also ensures management and care of assets which could otherwise be in a state of deterioration or neglect. However, the landlord-tenant relationship is delicate and needs to be treated with caution. Though a full proof protection can’t be guaranteed in any situation, some common sense steps are required to be done to mitigate risks. Serving a notice to quit does not always work since these illegal occupants, in any case, are disrespecting all existing tenancy arrangements. The eviction process is a cumbersome process for overseas citizens to carry out. Residents consistently ignore eviction notices, and it is in this context that the responsibility of legal advisors increases.

As far as factors unique to these conflict issues are concerned it is good to have proper legal agreements that safeguard the interests of the landlord.

* Rent/lease agreements should be properly defined, written and signed by both parties
* Registration of these documents is a must
* Most landlords are better off if they enter into Leave and License agreements with the tenants. These should preferably be of shorter duration – say, not more than 11 months.
* At the first instance of an occupant acting out of line by not depositing rent or not following instructions like making changes in the building without taking consent, the owner should get an indication that he needs to be shown the door out of his property
* If at all a legal notice sent to residents is not yielding result, then law has provisions for setting up of various rent courts all across the country for bringing them to court for conviction.
* Property disputes lawyers suggest that you should enter into sound agreements with your tenants so that your legitimate rights stay protected. Even if you have to engage in a Power of Attorney agreement with some friend or relative for the tenancy, make sure it is only a specific POA and not a general one.
* It is always advised to get your tenants registered with local police stations. In some places this registration is necessary and in others it needn’t be mandatory. It is better to do this.
* Property agreements need to be renewed as and when required. Rental payments should frequently be checked.

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Tenancy  
 Tenancy, simply stated, is when somebody occupies or possesses some property (land, building, other property) through a title or a lease that’s formulated as per law or on some rent payment. By the same logic, a landlord then is an individual who is the actual owner of any property – whether land or house or building- who has rented or leased that property to any other person.

Tenancy is the occupation of the property belonging to somebody else instead of a written agreement.

There are individual rights that landlords have been granted to ensure that there is no unlawful occupation of the property. These have to do with the screening of the prospective tenants as well as specifications about the rent collection. Over a period, the law has been modified to favour the landlords. This is due in large part to the advantage that prolonged occupation gave to the tenants; landlord rights were threatened hence the law had to consider protecting their interests.

Landlord rights, duties, and responsibilities

Landlord Tenant laws – Step by Step Understanding

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**Landlord rights, duties, and responsibilities**

* Any owner of a property is not given the right to evict his tenant without a valid reason for at least five years if he has paid the rent without any delay as per the agreement between both of them unless he wants to use the house himself/herself.
* The landlord can force the tenant to evict the house only if there is any wrongdoing on the renter’s behalf (as prescribed in the Rental Control Act and Indian Law) such as any crime against the country or terrorism.
* Usually, the renting person is supposed to sign an agreement with the owner under specifying that he occupies the property for only a period of 11 months.
* It needs to be remembered that the Rent Control Act -which happens to be majorly in favour of the tenants- is applicable where there is an agreement for at least 12 months. Hence stipulations regarding an 11-month contract act as a preventive measure for the landlord.
* As a necessary precaution, landlords ensure that a security deposit of up to 10 months’ rent is taken from the tenant. This gets fully refunded once the rental lease ceases to exist, and the property has been left in proper condition.
* For transparency and better enforcement of the tenancy laws, it is important that everything is stated clearly in written – for the benefit of both the parties.
* The landlord deserves a three-month notice in case the tenant wants to vacate property before stipulated time.

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