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## TENLAW: Tenancy Law and Housing Policy in Multi-level Europe

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### **Tenant's Rights Brochure for**

# **CYPRUS**

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# **Tenant's Rights Brochure Questionnaire**

**GREECE**

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## **1. Introductory information**

- Give a very brief introduction on the national rental market (MAX 2 Pages)
  - Current supply and demand situation

According to the 2011 national Census data, 56.375 Cypriot households, corresponding to 18,8 % of the total Cypriot households lived in rented dwellings. Moreover, according to the same data 54.651 dwellings corresponding to 12,6 % of the entirety all dwellings were found vacant and available for rent or sale

Based on the above, we can arrive to the conclusion that no actual problem in this field can be reported. The above is confirmed by common day experience.

- Main current problems of the national rental market from the perspective of tenants.

There are no specific problems of Cypriot national rental market from the perspective of tenants that can be reported.

- Significance of different forms of rental tenure
  - Private renting

Private renting is the only possibility within Cyprus as Cypriot law does not provide for any possibility of housing with a public task in the rental sector.

- “Housing with a public task” (e.g. dwellings offered by housing associations, public bodies etc)

Cypriot law does not provide for any rental housing with a public task.

- Some general recommendations to foreigners on how to find a rental home (including any specificities with respect to the position of foreigners on the national rental market)

Cypriot experience does not reveal any major difficulties as to foreigners’ attempt to find a rental home, provided that such persons are equipped with the necessary residence permits (non-EU citizens). Therefore, foreigners should act the same way as a national, i.e. by checking the ads published in newspapers and on the internet, as well as address a professional real estate agent. Finally, despite the fact that most of Cypriot households do have a member who could communicate in English, it is, nevertheless, advisable for a foreigner who does not speak Greek to ask a native speaker to come along to the viewing of the dwelling in order to facilitate communication.

- Main problems and “traps” (circa 5) in tenancy law from the perspective of tenants

The only “major” problem which could be reported in this respect would be the fact that under Cypriot law, the conclusion of a tenancy contract for a period exceeding one year should be executed in writing with the presence of two witnesses. If above condition is not met, then the tenancy is deemed null and turns into a month-to-month periodic tenancy.

- Compile a very brief section of “*Important legal terms related to tenancy law*” by quoting their original in the national language (MAX 1 Page; if relevant, e.g. for States using Cyrillic characters, please add a transliterated Latin character version of these terms)

<b>Greek</b>	<b>Translation into English</b>
Μίσθωση (Misthosi)	Tenancy
Εκμισθωτής (Ekmisthotis)	Landlord
Ιδιοκτήτης (Idioktitis)	Owner
Μισθωτής (Misthotis)	Tenant
Μίσθιο (Misthio)	Dwelling
Μίσθωμα (Misthoma)	Rent
Μίσθωση ορίστου χρόνου (Misthosi aoristou xronou)	Open ended tenancy
Μίσθωση ορισμένου χρόνου (Misthosi orismenou xronou)	Tenancy for a fixed time
Εγγύηση (Egiissi)	Security Deposit
Καταγγελία (Katagelia)	Termination
Ελάττωμα (Elatoma)	Defect
Υπομίσθωση (Ipomisthosi)	Sublease/subletting

## **2. Looking for a place to live**

### **2.1. Rights of the prospective tenant**

- What bases for discrimination in the selection of tenants are allowed/prohibited? What about, for example, status as a foreigner, student, unmarried partner, or person with a short-term work contract?

Cypriot antidiscrimination law is laid down on Law 42 (I)/2004 which mainly transposed the provisions of Council Directive 2000/43/EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin. Law 42(1)/2004 explicitly prohibits any discriminative practice is based on racial or ethnic origin, religion, beliefs, community, language, colour, special needs, age and sexual orientation. As to the sectors covered by the above law, it should be mentioned that pursuant to the provision of art. 6, housing makes part of the Law’s scope of application. Thus, it could be argued that a restriction on the choice of a tenant, which only relies on a discriminative basis, should be prohibited. However, above Law does not seem to provide any remedy in order for the potential tenant to

oblige a landlord to conclude a tenancy contract

- What kinds of questions by the landlord are allowed (e.g. on sexual orientation, intention to have children etc)? If a prohibited question is asked, does the tenant have the right to lie?

Cypriot law does not provide for any specific questions that a landlord is allowed or prohibited to make to a potential tenant. Every question which could provoke the disclosure of tenant's personal data should be deemed unlawful.

- Is a "reservation fee" usual and legal (i.e. money charged by the landlord to allow the prospective tenant to participate in the selection process)?

Cypriot law does not provide for any reservation fee charged by the landlord to allow the prospective tenant to participate in the selection process. On top of that, Cypriot residential rental market does not show any examples of such practices.

- What kinds of checks on the personal and financial status of the tenant are usual and legal (e.g. the landlord requiring an independent credit report)?

There is no regulation providing any lawful check on the personal and financial status of a potential tenant that the landlord could betake to. Any such check, including the provision of a salary statement, would rely on the tenant's willingness to provide such data. On the contrary, if the landlord achieves by any means to gather such information, this action would directly violate the provisions of Law 138(I)/2001 on the protection of personal data, and would attract civil and criminal liability. Moreover, no kind of credit reference agencies accessible by private individuals operate within the Cypriot territory.

- What is the role of estate agents in assisting the tenant in the search for housing? Are there other bodies or institutions assisting the tenant in the search for housing?

Pursuant to Law 71 (1) /2010 "*on real estate agents*", which regulates the profession of a real estate agent, the main service a real estate agent provides consists in suggesting opportunities, or intervening in the drawing up of contracts on real estates, and especially sales, exchanges, tenancies, leasing, etc.

Thus, real estate agents undertake to find a potential tenant on behalf of the landlord, and subsequently to draw up the tenancy agreement based on their client's mandate. In this respect, estate agents usually advertise a dwelling for rent, show interested persons the dwelling, provide information regarding its facilities, negotiate the rent to be paid – in accordance with the

landlord – and bring the parties into contact in order to sign the tenancy contract.

Finally, there are no other bodies or institutions assisting the tenant in the search for housing.

- Are there any accessible “blacklists” (or equivalent mechanisms) of bad landlords/tenants? Is there a system for rating and labelling preferred landlords/tenants?

Cypriot Law does not provide for any “blacklists” or equivalent mechanisms of bad landlords/tenants. Moreover, there is no system for rating and labelling preferred landlords/tenants.

## **2.2. The rental agreement**

- What are the requirements for a valid conclusion of a rental contract (is written form necessary; is registration necessary and if yes, what kinds of fees apply lawfully)?

As a general rule, it should be mentioned that pursuant to the provisions of Cap. 149, formality is not a prerequisite for the conclusion of the contracts, which can, therefore, be validly concluded either in written, orally or following a certain behaviour of the parties.

However, pursuant to the provision of art. 77 (1) Cap. 149, if the tenancy refers to an immovable and is concluded for a term exceeding one year, then it should be executed in writing with the presence of two witnesses, otherwise the contract is void.

Moreover, art. 65B (1) of Cap. 224 affords the contracting parties with the right to register with the land registry tenancy contracts concluded for a term exceeding fifteen years. It is clear that art. 65B (1) Cap. 224 does not impose any kind of obligation for registration of a tenancy exceeding fifteen years. On the contrary, it only provides for an option in order for a type of time limited ownership right over the rented dwelling to be acquired by the tenant. The major advantage of such a registration is the transferability of the right afforded to the tenant. It is obvious that if the registration does not take place, then the landlord-tenant relationship remains purely personal. Finally, it should be pointed out that the registration should be performed within three months from the conclusion of the tenancy contract.

- What is the mandatory content of a contract?
  - Which data and information must be contained in a contract?

There is no special regulation regarding the mandatory minimum requirements of what needs to be stated in a tenancy contract. Thus, this question should be answered in reference to the conceptual definition of tenancy, according to which the essential elements of a tenancy contract could be stated. Given that tenancy is defined as a contract whereby one contracting party (landlord) assigns the other (tenant) the absolute use of a

property for a certain period of time, while the tenant undertakes to pay the rent agreed, therefore, the **essential elements** that a contract must include to be qualified as a tenancy contract are the following:

**a. Leasehold:** The object of a tenancy contract is to hand over the use of a property, defined as the “leasehold”.

**b. Rent:** Rent is the fee owed by the tenant to the landlord for use of the dwelling. Rent usually consists in an amount of money; however, it can also, either totally or partially, be agreed as a non-pecuniary payment.

**c. Agreement to hand over the exclusive use of the dwelling:** Such an agreement distinguishes tenancy from similar contracts.

**d. Certain time period:** According to Cypriot law, a tenancy contract in which the duration is not defined by the parties, does not constitute a valid contract, and is therefore null and void. Moreover, according to the same law, the tenancy agreement must also include the start date of the tenancy.

- Duration: open-ended vs. time limited contracts (if legal, under what conditions?)

Regarding contract duration, it should firstly be mentioned that the main aspect is the principle of freedom of contracts, giving the parties absolute freedom in terms of stipulating the duration of the tenancy contract they sign.

However, problems arise regarding whether an open-ended contract can be legally conceived under Cypriot law. On this issue, the Cypriot Supreme Court has ruled that an open-ended contract is not deemed a valid tenancy contract. Therefore, such a contract cannot be lawfully signed and is considered a periodic tenancy.

- Which indications regarding the rent payment must be contained in the contract?

Regarding rent payment, the Parties are free to agree upon when rent is due. According to usual practice in case of tenancies of immovable, rent is paid in advance and on a monthly basis.

- Repairs, furnishings, and other usual content of importance to tenant
  - Is it legal for the landlord to shift the costs for certain kinds of repairs (if yes, which?) to the tenant?

There is no statute regarding the question of who is responsible and for what kind of maintenance works and repairs. This should be agreed in the contract.

Generally speaking, it could be argued that the landlord’s main obligation in the tenancy contract is to hand over the use of the dwelling to the tenant. Moreover, the landlord’s obligation to ensure the dwelling is appropriate for the agreed use should always be understood to be an integral part of his main obligation. Thereby it is understood that the landlord is

responsible for all essential maintenance works and repairs to keep the dwelling in a suitable state for the agreed use.

On the other hand, the tenant is also usually obliged to return the dwelling in the same condition he found it as per the residential tenancy contract.

The lack of any specific regulation on the above matter confirms the fact that the contract is the most crucial aspect of the relationship between tenant and landlord.

- Is the landlord or the tenant expected to provide furnishings and/or major appliances?

The Parties are free to agree upon who is expected to provide furnishings and major appliances. According to the vast majority of Cypriot tenancies, tenant is usually the party who brings in furnishings.

- Is the tenant advised to have an inventory made so as to avoid future liability for losses and deteriorations (especially in the case of a furnished dwelling)?

It is highly advisable that tenant has an inventory made in order to avoid future liability.

- Any other usual contractual clauses of relevance to the tenant
- Parties to the contract
  - Which persons, though not mentioned in the contract, are allowed to move into the apartment together with the tenant (partner, children etc.)?

There is no special statute answering to the question of which persons are allowed to move in an apartment together with the tenant. Such issue should normally be stipulated in the tenancy contract. However, given the constitutional protection that art. 22 (1) of the Cypriot constitution affords to the institution of family, tenant's spouse and children should be always allowed to move in, even in the event of a contract stipulation to the contrary.

- Is the tenant obligated to occupy the dwelling (i.e. to use as tenant's primary home)?

The law does not state any explicit obligation of the tenant to take over and make real use of the dwelling. Thus, any tenant who does not take over or use the dwelling is not found in default; nevertheless, he remains liable to pay the agreed rent.

However, such an obligation could, either explicitly or even tacitly, arise from the contracting parties' agreement. For example, in cases where the dwelling is damaged due to disuse, the tenant should be obliged to live in the dwelling.

- Is a change of parties legal in the following cases?
  - divorce (and equivalents such as separation of non-married and same sex couples);

## **Separation**

In case of separation of a married couple, pursuant to art. 17 (1) of Law 23/1990 “*on Family Courts*” the court may concede the exclusive use of the dwelling used as the primary family residence, or part of it, to one of the spouses, independently of who the owner is or of who is entitled with the right to use the dwelling towards its owner. Evidently, problems arise when the court decides to concede the use of the family dwelling to the spouse who was not the contracting party to the tenancy agreement.

It should be firstly noted that even after such a judgment, there is no alteration as to the parties of the contract, which is still valid between the landlord and the initial tenant. Thus, the initial tenant remains liable towards the landlord for the execution of his obligations deriving from the tenancy contract. The tenant is also entitled with the right to terminate the contract upon expiry or to deny its renewal. In such a case, the contract would be validly dissolved, and the spouse, to whom the court judgment conceded the use, should be liable to return the dwelling. However, the latter would most probably have a tort claim against the spouse-tenant, provided that the conditions of tort liability apply.

## **Divorce**

Nevertheless, when the marriage is irrevocably dissolved by a divorce court judgment the reciprocal obligations of spouses for cohabitation and joint contribution to the family needs cease to exist. Therefore, the spouse-tenant is entitled to demand the dwelling from the spouse to whom the use of the family residence was conceded; children notwithstanding.

- apartments shared among students (in particular: may a student moving out be replaced without permission of the landlord);

Cypriot law does not provide for any possibility that the student/tenant moving out is replaced by another, without relevant permission of the landlord. However, this could be the object of an agreement between the contracting parties.

- death of tenant;

Should the tenant die, the same regulations apply as in the death of the landlord. Thus, due to the character of tenancy as a personal contract, the contract should be deemed terminated.

However, a significant exception to the above rule is inserted by the provision of art. 2 of Rent Control Law, who affords the protection of the tenant to the surviving spouse or the child of the diseased tenant. It is therefore obvious, that where the provisions of Rent Control Law 23/1983 apply, then the surviving family of the tenant are considered tenants of the dwelling, which had been rented by the diseased.

- bankruptcy of the landlord;

Bankruptcy of the landlord has no effect whatsoever to the tenancy, which continuous to be valid.

- Subletting: Under what conditions is subletting allowed? How can an abuse of subletting (when the tenant is offered not an ordinary lease contract but only a sublease contract) be counteracted?

There is no specific regulation regarding the tenant's right to sublet the rented dwelling. Therefore, the reference point regarding subletting depends on the will of the contracting parties. Thus, subletting is freely allowed should no opposing agreement be signed. It is, however, clear that in the case of subletting, the initial tenant is still liable to the landlord, for any default of the sub-tenant.

However, it should be stressed that the sub-tenant's position is clarified by art. 28 of Rent Control Law 23/1983, which regulates the validity of a court order for repossession of the dwelling issued against the tenant. Thus, any order for repossession of the dwelling, does not have any effect on the sub-tenant unless the tenant did not have any right to grant a sub-tenancy or if the sub-tenant made illegal or immoral use of the dwelling.

And so it derives that not only the initial tenancy contract can lawfully contain a subletting clause in favor of the tenant, but that the sub-tenant is afforded considerable rights towards the landlord in case of an eviction order against the initial tenant

- Does the contract bind the new owner in the case of sale of the premises?

The question of whether a tenancy contract binds the new owner in the case of sale of the premises has been particularly observed by Cypriot Courts. Although the protection of the tenant seems imperative, however, the tenancy contract does indeed consist in a restriction to the new owner's right.

Cypriot courts have decided that anyone purchasing a dwelling aware that a tenancy contract has been signed on said dwelling is considered as a constructive trustee towards the tenant, and is consequently bound to respect the obligations of his predecessor.

- Costs and Utility Charges

- What is the relevant legal regulation of utilities (i.e. the supply of water, heating and electricity)? Must the landlord or the tenant conclude the contracts for provision of utilities?

Contracts of supply are concluded either by the tenant or by the landlord. However it is highly advisable that tenant concludes such contracts, in order for landlord not to be held liable towards the supplier in case of tenant's insolvency.

- Which utilities may be charged from the tenant by the landlord? What is the standard practice?

The question of distribution among the parties is subject to their will, as there is no specific regulation in this respect. However, it is accepted that utilities belong to the "expenses for the use" of the dwelling, which, under the principle of good faith, should be borne by the tenant.

Standard practice reveals that utilities are paid by tenants. The vast majority of tenancy contracts include a relevant term.

- Is the tenant responsible for taxes levied by local municipalities for the provision of public services (e.g. for waste collection or road repair)?

According to Cypriot law, landlord is liable for any kind of taxes imposed on the dwelling. However, the Parties may agree to the contrary.

- Is it lawful to shift condominium costs, and if yes, which ones, onto the tenant (e.g. housekeeping costs)?

Shifting condominium costs onto the tenant is absolutely lawful under Cypriot law as practice shows that the above constitutes a common and usual contractual agreement of the Parties.

- Deposits and additional guarantees

- What is the usual and lawful amount of a deposit?

There is no regulation regarding the lawful amount of a deposit, and, consequently, the latter is fixed upon the contracting parties' agreement. It usually amounts to one or two monthly rents

- How does the landlord have to manage the deposit (e.g. special account; interests owed to the tenant)?

There is no special regulation obliging the landlord to hold a special account for the deposit, although, the contracting parties can freely agree to such an action. Nevertheless, it is considerably rare, especially in cases of residential tenancies that the tenant requires from the landlord to create a

special account only for the purposes of the deposit. On the contrary, tenant usually credits the agreed amount to the landlord's bank account, with the special reference that the deposited amount corresponds to the agreed guarantee deposit.

- Are additional guarantees or a personal guarantor usual and lawful?

Although additional guarantees or a personal guarantor should be deemed lawful under Cypriot law, common day practice reveals that such practices are not usual in residential tenancies.

- What kinds of expenses are covered by the guarantee/ the guarantor?

Deposit is mainly purposed to cover any damages that occur to the dwelling and which lie beyond to common usage. As well as that, landlord very often covers unpaid expenses for utilities which were to be borne by the tenant (such as water and electricity supply etc.). Finally, landlord may cover every monetary claim he may be entitled to against the tenant, and which derive from the tenancy contract

### **3. During the tenancy**

#### **3.1. Tenant's rights**

- Defects and disturbances
  - Which defects and disturbances are legally relevant (e.g. mould and humidity in the dwelling; exposure to noise e.g. from a building site in front of the dwelling; noisy neighbours; occupation by third parties)?

Cypriot law does not provide any general definition for the notion of defects, while there is no relevant statute providing for legal consequences in the event of defective dwelling. Thus, the question should be answered again based on the stipulations of the contract.

As a general definition, it could be said that every condition which partially or totally obstructs the agreed use of the property by the tenant should be considered as a defect of the dwelling. The main characteristic of a defect is the property's incomplete nature, which has a negative effect on the value or usefulness of the property. In order to ascertain whether a property is defective or not, reference should be made to every specific contract; the specific will of the parties i.e. "as what" or "for what purpose" was the property leased is a crucial part of this. Should such a defect exist, the landlord will be liable for breach of contract.

Therefore, cases such as mould and humidity should be considered as

defects of the dwelling. Moreover, despite the fact that Cypriot jurisprudence lacks of any relevant case law in this field, the exposure of the house to noise from a building site in front of the house or noisy neighbours do not seem to constitute a defect under the Cypriot legal system, which could create legal obligations deriving from the tenancy contract. Such cases should mostly be dealt applying the provisions of tort law. Moreover, the occupation of the house by third parties such a squatters should be considered as constituting a breach of landlord's obligation to hand over the use of the dwelling to the tenant and not as a defect in legal terms.

- What are the tenant's remedies against the landlord and/or third parties in such situations (e.g. unilateral rent reduction vs. rent reduction to be allowed by court; damages; "right to cure" = the landlord's right to repair the defect; the tenant first repairs the defect and then claims the costs from the landlord)

The legal consequences of the existence of a defect would be the same with the one's deriving a breach of contract by the landlord. Thus, the tenant should have the right to terminate the contract and claim damages for not fulfilment.

As well as that, the tenant could file an action claiming specific performance of the contractual term imposing on landlord the obligation to keep the dwelling in the proper condition for the agreed use, by demanding the cure of the defect

- Repairs of the dwelling

- Which kinds of repairs is the landlord obliged to carry out?

Landlord's main obligation deriving from the tenancy contract is to hand over the use of the dwelling to the tenant. Moreover, landlord's obligation to maintain the dwelling appropriate for the agreed use makes part of the above main obligation. It clearly derives from the above that landlord is responsible for all kind of maintenance works and repairs that are essential in order for the dwelling to be maintained appropriate for the agreed use.

- Does a tenant have the right to make repairs at his own expense and then deduct the repair costs from the rent payment?

Whether or not the tenant may replace the rent payment by a performance in kind or make repairs at his own expense and deduct the repairs costs from the rent payment relies exclusively on the provisions of the tenancy contract. Cypriot law lacks of any specific regulation in this field.

- Alterations of the dwelling

- Is the tenant allowed to make other changes to the dwelling?

In order to give an answer to the question of whether the tenant is entitled to make alterations to the dwelling, reference should be made to the agreed use of the dwelling, as resulting from the contract.

- In particular, adaptations for disability (e.g. building an elevator, ensuring access for wheelchairs etc.)

If it was agreed that the dwelling would be used as a handicap's residence, it is obvious that tenant would not only be allowed to build a special elevator, but he would also be entitled with the right to claim relevant expenses from landlord

- Affixing antennas and dishes

Affixing antennas should also be considered as an allowed alteration for a residential dwelling.

- Repainting and drilling the walls (to hang pictures etc.)

Repainting and drilling the walls in order to hang pictures, should be considered as allowed alterations. However, tenant should be considered liable for reinstating the dwelling in the condition he received it.

- Uses of the dwelling

The point of reference as to the allowed uses of the dwelling relies upon the contracting parties will.

- Are the following uses allowed or prohibited?

- keeping domestic animals

Provided that no agreement to the contrary has been made between the Parties, then keeping domestic animals should be considered as an allowed use. However, special attention should be drawn to the statutes of the condominium, which may prohibit such use.

- producing smells

Producing smells should be considered as a prohibited use of the dwelling if such smells disturbs the respective use of neighbouring dwellings.

- receiving guests over night

Receiving guests over night should be considered as a prohibited uses of the dwelling if such practices disturb the respective use of neighbouring dwellings.

- fixing pamphlets outside

Reference should be made to the contracting parties' agreement.

- small-scale commercial activity

If the tenancy is concluded exclusively for residential purposes, then even small-scale commercial activity should be considered prohibited.

### **3.2. Landlord's rights**

- Is there any form of rent control (restrictions of the rent a landlord may charge)?

The Cypriot Tenancy Law does not control the rent agreed upon by the parties in the initial tenancy contract. Therefore, the amount of rent premiums is freely fixed based on the will of the parties, pursuant to the general clause of contractual freedom. Furthermore, Cypriot law does not seem to provide any statutory remedy should the agreed rent be excessive. As already stated above, the content of a contract cannot naturally be deemed unfair, due to the acceptance of the contracting parties.

- Rent and the implementation of rent increases
  - When is a rent increase legal? In particular:
    - Are there restrictions on how many times the rent may be increased in a certain period?

Distinction should be made between free market and statutory tenancies under the scope of application of Rent Control Law 23/1983.

Regarding free market tenancies, the general rule is that the contract should determine when, how and the level by which the landlord is entitled to increase the rent.

However, regarding statutory tenancies, it should be mentioned – at the outset – that a tenancy becomes statutory when the tenant remains in possession of the dwelling after expiry or termination of the first tenancy. Moreover, the rented dwelling should be located in ‘a controlled area’ specified as such by a special presidential decree and should be built before 31 December 1999. Rent control Law 23/1983 allows for an agreed increase of no more than 14 % of the existing rent, but not within two years from the date of the last application or the date of the last voluntary increase. If the tenant refuses, the Rent Control Courts will determine a “reasonable rent”, taking into account the official value, and factors such as age, size, location and condition of the dwelling.

- Is there a possible cap or ceiling (fixed by statute or jurisprudence) which determines the maximum rent that may be charged lawfully?

As mentioned above, regarding free market tenancies, there is no cap or ceiling fixed either by statute or jurisprudence which determines the maximum rent that may be charged lawfully.

On the contrary, regarding statutory tenancies, Rent Control Law 23/1983 allows for an agreed increase of no more than 14 % of the existing rent, but not within two years from the date of the last application or the date of the last voluntary increase.

- What is the procedure to be followed for rent increases? To what extent can the tenant object to a rent increase?

Regarding free market tenancies, there is no special procedure to be followed for rent increases. On the contrary, as far as statutory tenancies are concerned, if a tenant refuses to pay an increased rent charged by the landlord, then he may address the Rent Control Court which will determine a 'reasonable' rent pursuant to the provisions of Rent Control Law 23/1983.

- Entering the premises and related issues

- Under what conditions may the landlord enter the premises?

There is no special regulation on the conditions under which the landlord may enter the premises. This matter should be dealt with by the contractual provisions between the parties. However, the tenant should always tolerate any visits by the landlord that are absolutely essential for confirming a defect or any kind of malfunction of the dwelling, in order to find out whether the tenant makes good use of the dwelling as well as for a new potential buyer or tenant to be able to examine the dwelling. Such visits should not be deemed as violating the tenant's right to the absolute possession of the dwelling.

Finally it is clear that the landlord may freely enter the dwelling if the tenant consents to it.

- Is the landlord allowed to keep a set of keys to the rented apartment?

There is no special provision of the law that regulates the question of whether or not the landlord can keep a set of keys to the rented apartment. Thus, such an issue relies upon the free will of the contracting parties.

- Can the landlord legally lock a tenant out of the rented premises, e.g. for not paying rent?

Under no circumstances may the landlord lock a tenant out of the rented premises due to default in paying rent. This would directly violate the law, constitute a civil tort as well as a criminal offence of trespass to another's property. The landlord should address the competent judicial authorities in order to enforce his claims against the tenant.

- Can the landlord legally take or seize a tenant's personal property in the rented dwelling, in particular in the case of rent arrears?

Cypriot law does not provide for any statutory right of the landlord to take or seize tenant's personal property in case of rent arrears.

## **4. Ending the tenancy**

### **4.1. Termination by the tenant**

- Open ended contract (if existing): under what conditions and in what form may the tenant terminate the tenancy?

Cypriot law does not provide for any periods or deadlines to be respected in order to validate the termination of a tenancy contract on behalf of the tenant. Such issues should derive from the contractual stipulations between the parties.

However, an exception to this rule applies to periodic tenancies. As has already been mentioned above, periodic tenancies are created in the void of tenancy contracts. The reason that tenancy is invalid can be attributed to non-observance of the formal requirements imposed by art. 77 (1) Cap. 149 (i.e. they are either not concluded in writing or witnessed by two competent witnesses) as well as to the fact that they are concluded for an indefinite period of time. According to Cypriot courts, such tenancies are considered as month-to-month, year-to-year or even day-to-day, depending on the periods that the tenant owes the rent. Periodic tenancies do not expire at the end of each period, but are automatically renewed for the same period, until their termination through proper notice. Regarding proper notice, such notice should be given one full period in advance, and should expire at the end of a period. Thus, in the case of a month-to-month tenancy, a proper notice for termination should be given one month in advance, and should expire on the last day of the month before the new periodic tenancy would normally begin. For example, if a month-to-month periodic tenancy began on the 12<sup>th</sup> of January, then it is renewed the 12<sup>th</sup> day of any subsequent month. If a party wants to validly terminate the tenancy on the 12<sup>th</sup> of July, then the notice should be given on or before the 11<sup>th</sup> of June.

- Under what circumstances may a tenant terminate a tenancy before the end of the rental term (e.g. unbearable neighbours; bad state of dwelling; moving for professional reasons)?

Although break clauses in favour of the tenant are rarely inserted into tenancy contracts, nevertheless, the tenant does seem to have a statutory right to terminate the tenancy agreement before the agreed date of termination, should the landlord breach the contract. Thus, if a landlord fails to comply with his obligation to the contract, then the tenant is entitled to terminate the contract before its expiry. In that case, the landlord is not entitled to compensation, since he is at fault for the non execution of the contract.

- May the tenant leave before the end of the rental term if he or she finds a suitable replacement tenant?

Cypriot law does not provide for such a right of the tenant, however, this could be validly agreed between the contracting parties.

## **4.2. Termination by the landlord**

- Open ended contract (if existing): under what conditions and in what form may the landlord terminate the tenancy (= eviction) (e.g. the landlord needs the house for himself or wants to renovate and use it differently in the future)?

As already mentioned above, distinction should be made between free market tenancies and statutory tenancies.

Regarding free market tenancies, Cypriot Law does not make any distinction between ordinary and extraordinary notice for termination. The admissible grounds for notice should be considered pursuant to the provisions of the contractual agreement. However, the landlord should normally be afforded with the right to terminate the contract in cases such as massive rent arrears, pursuant to the contractual terms

Moreover, the same –as explained above – rules on notice of periodic tenancies equally apply to landlord's termination.

Regarding statutory tenancies, Rent Control Law 23/1983 affords statutory tenants with special protection against eviction. However, this does not mean that above protections pertains to any restrictions on notice. On the contrary, the proper termination of the contract is a prerequisite for the tenant to be considered as a statutory one.

Thus, according to art. 11 (1) of the Rent Control Law, no eviction judgment or order can be issued against a statutory tenant, except in the following cases:

- a) When rent is in arrears for more than 21 days after a written notice demanding payment is given to the tenant, should he fail to pay the amount due within 14 days from the service or should the tenant constantly default the rent.
- b) In the event the tenant proves a nuisance to neighbours, or uses the dwelling for illegal or immoral purposes, or permits such use
- c) If the Court finds that the condition of the dwelling has worsened due to the destructive actions or gross negligence of the tenant. However, in that case the Court will not order the tenant to be evicted if, within two months after being served the claim for eviction, he repairs the damage
- d) If the tenant, despite the explicit obligation not to sublease the property, does so and the Court considers this reasonable cause to issue an eviction order.
- e) If the tenant exploits the dwelling in a way that the profit gained is disproportionately high compared to the rent owed.
- f) Should the owner use the property as residence for himself, his spouse, children or dependent parents. However, in such a case the Court will not issue an eviction order if it is proven that such an order would cause serious damage.

- g) When the owner reasonably requires the dwelling in order to demolish it and construct a new building, or to make substantial changes or alterations which will lead to the development of the property or to execute works in a preserved building. In this case, the tenant should be given four months' notice.
- h) When the dwelling is required for planning law purposes.
- i) When the landlord has been expropriated by law.
- j) When the dwelling is reasonably required for public law purposes.
- k) If the tenant has given prior notice declaring his intention to vacate the dwelling, and the landlord concluded a sale or tenancy contract
  - Must the landlord resort to court?

If tenant denies to return the dwelling and despite the fact that landlord has given a proper notice, then the latter should file an action asking for the return of the dwelling.

- Are there any defences available for the tenant against an eviction?

Tenant's defences against an eviction should rely either upon the contractual provisions of the contract or upon the special protection afforded by Rent Control Law in case of a statutory tenancy.

- Under what circumstances may the landlord terminate a tenancy before the end of the rental term?

The circumstances under which the landlord may terminate a tenancy before the end of the rental term would rely upon the contractual provisions. Admissible grounds for termination which are usually included in tenancy contracts are the following:

- Failure to pay the rent
  - Commitment of nuisance to neighbours.
  - Subletting the dwelling, or part, without relevant authority.
  - Deliberately causing damage to the dwelling.
  - Failing to vacate the dwelling on expiry of the tenancy.
- What happens if the tenant does not leave after the regular end of the tenancy or does not hand in (all) the keys of the dwelling?

If tenant does not leave after the regular end of the tenancy, then the tenancy, becomes a periodic tenancy, as explained above.

#### **4.3. Return of the deposit**

- Within what timeframe and under what conditions does the landlord have to return the tenant's security deposit?

Landlord is obliged to return the tenant's security deposit when he regains possession of the dwelling and provided that he has no claim against the tenant deriving from the tenancy contract and which can be lawfully covered by the deposit.

- What deductions can the landlord make from the security deposit?

Security deposit is mainly purposed to cover any damages that occur to the dwelling and which lie beyond to common usage. As well as that, landlord very often covers unpaid expenses for utilities which were to be borne by the tenant (such as water and electricity supply etc.). Finally, landlord may cover every monetary claim he may be entitled to against the tenant, and which derive from the tenancy contract.

- In the case of a furnished dwelling: may the landlord make a deduction for damages due to the ordinary use of furniture?

In case of a furnished dwelling, landlord should not be entitled to make a deduction for damages, if such damages result from the ordinary use of the furniture.

#### **4.4. Adjudicating a dispute**

- In what forum are tenancy cases typically adjudicated?
  - Are there specialized courts for adjudication of tenancy disputes?

Jurisdiction to adjudicate a tenancy dispute is distributed between District and Rent Control Courts of the location of the dwelling. The general rule is that the District Court is competent for such disputes. However, when Rent Control Law 23/1983 applies, then pursuant to its art. 4, Rent Control Courts are the only competent courts to adjudicate such disputes.

- Is an accelerated form of procedure used for the adjudication of tenancy cases?

Cypriot procedural law does not provide for any accelerated form of procedure used for the adjudication of tenancy cases.

- Is conciliation, mediation or some other form of alternative dispute resolution available or even compulsory?

Mediation and other alternative dispute resolution are rarely used, mainly due to their recent introduction into the Cypriot legal system. As a matter of fact, mediation was instituted by the provisions of Law 159 (I)/2012.

## **5. Additional information**

- How does a prospective tenant proceed in order to get social or subsidized housing (e.g. dwellings offered by housing associations, municipalities, public bodies etc.) or housing allowances?

Cypriot law does not provide for any social subsidized housing possibilities in the rental sector.

- Is any kind of insurance recommendable to a tenant?

It should be in the first place cited that there is no provision of Cypriot Law which imposes an obligation whatsoever either to the owner or to the tenant of a dwelling to conclude insurance contract in respect to the dwelling. The conclusion of such a contract is, therefore, subject to the personal will of the interested person. The dangers that are most commonly insured regarding the buildings are against fire and other natural catastrophes such as earthquake, flood etc., while third party liability insurance of the tenant is not that commonly used. Finally, it should be noted that tenancy contract is permitted to contain a similar insurance clause, although this is not that usually met in common day practice.

- Are legal aid services available in the area of tenancy law?

Cypriot law does provide for legal aid measures, however, they are rarely used in common day practice.

- To which organizations, institutions etc. may a tenant turn to have his/her rights protected? [please indicate addresses, email addresses and phone numbers]

Cypriot law does not provide for any institutions to which the tenant may refer in order to have his rights protected.