

Consumer market study on the functioning of the real estate services for consumers in the European Union

Country fiche – PORTUGAL

General Information

Country	Portugal
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Main Sources Used	<ul style="list-style-type: none"> - Civil Code; - Notarial Code; - Registration Code; - Notary Statute: Law-Decree n.26/2004, updated by Law-Decree n.155/2015; - Law n.15/2013; - Law-Decree n.68/2004: House Technical Certificate (and Fiche of the certificate); - Law-Decree n.118/2013, updated by Law-decree n.251/2015 (Energy performance of buildings) - Law-decree n.128/2014, updated by Law-decree n.62/2015 (Short-term rentals for tourists licence and registration); - Law-decree n.67/2003 updated by Law-decree n.84/2008 (Conformity with the contract); - Law-decree 25/2008; and Rule n. 282/2011 from the Institute of Construction (Money laundering prevention); - Law n.23/2015 updated by Law n.63/2015 (Golden Residence Permit Programme); - Law-decree n.394/98 updated by Law n.59/2012 (Bank loan and mortgage credit).

1. Regulatory background

1.1 Level of regulation in the country

Table 1: Level of regulation			
	Level of regulation	Source of relevant legislation	Ongoing discussion on regulation/deregulation (if applicable): current state of affairs and main arguments in the debate
Real estate transactions ¹	Partly regulated	Civil Code; Notarial Code; Registration Code	There is no ongoing discussion.
Notary system (or lawyer/conveyancer system) ²	Strictly regulated	Notarial Code; Notary Statute: Law-Decree n.26/2004, updated by Law-Decree n.155/2015	There is no ongoing discussion.
Profession of estate agents	Partly regulated	Law n.15/2013	There is no ongoing discussion.

Real estate transactions have to be done in writing.

A sale of any type of real estate has to be written, drafted by a notary or a lawyer, who certifies the parties' signatures. Otherwise, the contract is null and void (art.875 Civil Code). The notary or lawyer involved has the duty to check the legal requirements concerning the energy certificate, the house technical certificate, transaction tax and stamp payments. Moreover, the buyer has the duty to register the transaction at the Land Registry. In Portugal, notaries do not have the monopoly of real estate transactions formalities, as lawyers and solicitors are allowed to provide identical services.

A rental agreement has to be written (art.1069 Civil Code). Otherwise, it will be null and void. However, this type of contract does not have to be drafted by a notary, a lawyer or a solicitor, nor do the parties' signatures have to be certified. The landlord has the duty to register the contract at the Tax Department, but not at the Land Registry when the agreed initial duration of the contract is not greater than 6 years.

¹ E.g. limitations or prohibitions of certain transactions; specific formality requirements etc.

² Only in countries where notaries do not exist or do not have a monopoly on conveyancing.

1.2 National legislation

Table 2: List of national legislation		
List of national legislation	Classification of national legislation	Content of the national legislation
Civil Code ³	Real estate transactions: buyers and sellers in general; landlords and tenants in general. Civil Code does not contain special rules on consumer rights.	Rules about capacity and legitimacy of the parties; formalities of the contract; rights and duties of the parties.
Notarial Code ⁴	Real estate transactions: buyers and sellers, including consumers.	Formalities
Registration Code ⁵	Real estate transactions: buyers and sellers, including consumers.	Formalities
Notary Statute: Law-Decree n.26/2004, updated by Law-Decree n.155/2015 ⁶	Regulation of Notary profession	Rules relating to the conditions to become a notary and how a notary should perform.
Law n.15/2013 ⁷	Regulation of estate agents activity/ consumers	Requires real estate agents to have a professional license; rules about the real estate agreement: formalities, rights and duties of the parties.
Law-Decree n.68/2004 ⁸ : House Technical Certificate (and Fiche of the certificate ⁹)	Consumers	Describes the technical and functional characteristics of a dwelling existing at the moment when it was built or renovated.

³ The Portuguese Civil Code has not been translated into English yet. This is a link to the updated version of the Civil Code in Portuguese: http://www.pgdlisboa.pt/leis/lei_mostra_articulado.php?nid=775&tabela=leis

⁴ The Portuguese Notarial Code has not been translated into English yet. This is a link to an updated version of the Notarial Code in Portuguese: http://www.pgdlisboa.pt/leis/lei_mostra_articulado.php?nid=457&tabela=leis

⁵ Registration Code: http://www.pgdlisboa.pt/leis/lei_mostra_articulado.php?nid=488&tabela=leis

⁶ Notary Statute: http://www.pgdlisboa.pt/leis/lei_mostra_articulado.php?nid=2481&tabela=leis&so_miolo

⁷ Law n.15/2013: <http://www.impic.pt/impic/assets/misc/pdf/legislacao/Lei201315.pdf>

⁸ House Technical Certificate: <http://www.inci.pt/Portugues/Construcao/FichaTecnica/DecLei200468.pdf>

⁹ <http://www.inci.pt/Portugues/Construcao/FichaTecnica/Portaria2004817.pdf>

Table 2: List of national legislation		
Law-Decree n.118/2013 ¹⁰ , updated by Law-decree n.251/2015 ¹¹ (Energy performance of buildings)	Real estate transactions: buyers and sellers, landlords and tenants.	Energy performance of a building
Law-decree n.128/2014 ¹² , updated by Law-decree n.62/2015 ¹³ (Short-term rentals for tourists licence and registration)	Consumers	Rules about the conditions to obtain a licence to rent out a dwelling to tourists.
Law-decree n.67/2003 updated by Law-decree n.84/2008 ¹⁴ (Conformity with the contract)	Consumers	The seller and the landlord must deliver the dwelling to the consumer (buyer or tenant), which is in conformity with the contract of sale or with the rental agreement
Law-decree 25/2008 ¹⁵ ; and Rule n. 282/2011 from the Institute of Construction ¹⁶ (Money laundering prevention)	Real estate transactions: buyers and sellers	Rules concerning the duty of notaries, lawyers, registers and real estate agents to inform the competent entities about suspicious real estate transactions.
Law n.23/2015 updated by Law n.63/2015 ¹⁷ (Golden Residence Permit Programme) ¹⁸	Real estate transactions: buyers and sellers	Residential permission to citizens from outside of the EU, who buy a dwelling of the value of 500.000€; or of the value of 350.000€ when it needs renovation and was built more than 30 years ago.
Law-decree n.394/98 updated by Law n.59/2012 ¹⁹ (Bank loan and mortgage credit)	Consumers	Rules concerning the access to a bank loan to buy or build a dwelling and protects the consumer in the case of late payment due to temporary difficulties.

¹⁰ Law-decree n.118/2013: <https://dre.pt/application/dir/pdf1s/2013/08/15900/0498805005.pdf>

¹¹ Law-decree 251/2015: <https://dre.pt/application/conteudo/71100900>

¹² Short-term rental for tourists: https://info.portaldasfinancas.gov.pt/NR/rdonlyres/B2857D29-069A-45A7-A7AE-A2039E3EE0E2/0/Decreto_Lei_128_2014.pdf

¹³ <https://dre.pt/application/file/67063177>

¹⁴ http://www.pgdliisboa.pt/leis/lei_mostra_articulado.php?nid=706&tabela=leis

¹⁵ <http://www.asmip.pt/images/docs/pdfs/BranqCapitais/Lei200825.pdf>

¹⁶ <http://www.asmip.pt/images/docs/pdfs/BranqCapitais/Regulamento2011282.pdf>

¹⁷ http://www.sef.pt/portal/v10/PT/asp/legislacao/index.aspx?id_linha=4191&menu_position=4133#0

¹⁸ Information in English about Golden Residence Permit: <http://www.sef.pt/portal/v10/EN/asp/page.aspx>

¹⁹ <https://www.bportugal.pt/sites/default/files/anexos/legislacoes/lei59ano2012.PDF>

1.3 Implementation of relevant EU legislation

Table 3: Implementation of relevant EU legislation					
EU legislation	Implementation achieved?	Implementation of EU legislation at the national level (e.g. the name of the law)	Source of the national implementation legislation	Content of the national legislation in keywords	Which parts of the EU legislation have been transposed?
Directive 2005/29/EC on unfair commercial practices (UCPD)	Yes	Law-decree n.57/2008	Law-decree n.57/2008	Unfair commercial practices	All
Directive 93/13/EEC on unfair terms in consumer contracts	Yes	Law-decree n.446/85 updated by Law-decree n.323/2001	Law-decree n.446/85 updated by Law-decree n.323/2001	General terms in contracts	All
Directive 2008/122/EC on the protection of consumers, in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts	Yes	Law-decree n.37/2011	Law-decree n.37/2011	Timeshare and holiday products	All
Directive 2010/31/EU of Energy Performance of Buildings Directive	Yes	Law-Decree n.118/2013 updated by Law-decree n.251/2015	Law-Decree n.118/2013 updated by Law-decree n.251/2015	Energy performance of building Certificate	All
Directive 2005/36/EC on Recognition of Professional Qualifications, as last amended by Directive 2013/55/EU	Yes	Law n.9/2009, updated by Law n.41/2012 and Law n.25/2014	Law n.9/2009, updated by Law n.41/2012 and Law n.25/2014	Recognition of Professional Qualifications	All
Mortgage Credit Directive, 2014/17/EC	Yes	Law-Decree n.74-A/2017 ²⁰	Law-Decree n.74-A/2017	Credit agreements for consumers relating to residential immovable property	All apart from articles 21, 22 and from 29 to 37 ²¹ .

²⁰ Law-Decree n. 74-A/2017, enacted on 23.06.2017, will enter into force only on 01.01.2018. See: <https://dre.pt/web/guest/home/-/dre/107561581/details/maximized?serie=I&day=2017-06-23&date=2017-06-01>

²¹ Database access (Article 21), Advisory services (Article 22) and Requirements for establishments and supervision of credit intermediaries and appointed representatives (Article 29 - 37) will be transposed by another Law-Decree. On 05.07.2017, the Portuguese Parliament through Law n.46-A/2017 gave permission to the Government to transpose these points of the Directive 2014/17/EC within 90 days: <https://dre.pt/web/guest/home/-/dre/107637283/details/maximized?serie=I&day=2017-07-05&date=2017-07-01>

1.4 Communications and strategy papers

Table 4: Communications and strategy papers					
Communication or strategy paper	Have the following communications and strategy papers been referred to in national documents?	Name of document	Source	Content	Differences with respect to communications and strategy papers listed in the first column
COM(2015) 550 final Communication of the Commission Upgrading the Single Market: more opportunities for people and business	Yes	Communication	Portuguese Parliament - Commission on European Affairs [Comissão dos Assuntos Europeus] ²²	The same of the communication	None
COM(2013)676 Communication from the Commission on evaluating national regulations on access to professions	Yes	Communication	Portuguese Parliament – Commission on European Affairs [Comissão dos Assuntos Europeus] and Commission on Social Security and Labour [comissão de assuntos sociais e trabalho] ²³	The same of the communication	None
COM(2016)820 Communication from the Commission on reform recommendations for regulation in professional services	Yes	Communication	Portuguese Parliament – Commission on European Affairs [Comissão dos Assuntos Europeus] ²⁴	The same of the communication	None
European Consumer Agenda	Yes	ECC-Portugal COMPETE	See footnote ²⁵	The same of the communication	None
Consumer Programme 2014-2020	Yes	EUROCID	See footnote ²⁶	-	None

²² <https://www.parlamento.pt/europa/Paginas/DetailIniciativaEuropeia.aspx?BID=14007>

²³ <http://www.parlamento.pt/europa/Paginas/DetailIniciativaEuropeia.aspx?BID=5442>

²⁴ See this Webpage to access the document:

http://app.parlamento.pt/webutils/docs/doc.pdf?Path=6148523063446f764c324679626d56304c334e706447567a4c31684a53556c4d5a5763765130394e4c7a52445155557651584a7864576c3262304e7662576c7a633246764c3039795a4756756379426b5a534255636d46695957786f62793944515556664d5638354d6935775a47593d&Fich=CAE_1_92.pdf&Inline=true

²⁵ <http://cec.consumidor.pt/gestao-ficheiros-externos/agenda-do-consumidor-europeu-2012.aspx>;

<http://www.pofc.qren.pt/media/noticias/entity/uma-nova-agenda-do-consumidor-europeu>

²⁶ http://www.eurocid.pt/pls/wsd/wsdwcot0.detalle?p_cot_id=8368

2. General market information

2.1 Key market data

Table 5: Key market data	
General market situation (e.g. trends in the market, recent developments in the market, price fluctuations, etc.)	According to Statistics Portugal: "In 2016, the House Price Index (HPI) increased 7.1% when compared with the previous year. This rate of change was 4 percentage points (p.p.) higher than the rate observed in 2015, with existing dwellings recording an average increase (8.7%) higher than new dwellings (3.3%). In the fourth quarter of 2016, the HPI rose 7.6% when compared with the same quarter of 2015, the same as in the third quarter of 2016. As it has been the case since the last quarter of 2016, the prices of existing dwellings increased at a higher annual rate than the prices of new dwellings (9.2% and 3.5%, respectively). On a quarter-to-quarter basis, the HPI increased 1.2% (1.3% in the third quarter)" ²⁷ .
Total value of residential transactions for buying and renting for the year 2015 (2014 or 2013 depending on the latest available data) expressed in EUR	According to Statistics Portugal: "A total of 127,106 dwellings were transacted in 2016, 18.5% more than in 2015. In 2016, total sales value exceeded the 14.8 billion Euros, which represented an increase of 18.7% when compared to the previous year" ²⁸ . Concerning renting transactions, no official data is available.
Ratio house owners – tenants (i.e. the percentage of households that are owners resp. tenants of dwelling units)	According to Eurostat: 74,8% of the population live in owner-occupied dwellings; 12,7% in rented dwelling at market price and 12,5% live in rented dwelling at a reduced price or for free ²⁹ .
Usage of land (Quotas for built land, agricultural land, "wild land" (forests, lakes etc.))	Built land: 5% Agricultural land: 35% Forests: 34.6% Mixed: agriculture and forests: 8.8% Without use: 15.2% ³⁰

²⁷ Statistics Portugal: https://www.ine.pt/xportal/xmain?xpid=INE&xpgid=ine_destaquas&DESTAQUESdest_boui=277677674&DESTAQUESmodo=2

²⁸ https://www.ine.pt/xportal/xmain?xpid=INE&xpgid=ine_destaquas&DESTAQUESdest_boui=277677674&DESTAQUESmodo=2

²⁹ http://ec.europa.eu/eurostat/statistics-explained/index.php/Housing_statistics

³⁰ See graphics about usage of land in this Website: http://www.dgterritorio.pt/a_dgt/investigacao/projetos/atividades_de_i_d_concluidos/landyn/

Table 5: Key market data		
Average prices of residential property	<p><i>According to the type of property</i></p> <ul style="list-style-type: none"> • Average flat of ca. 70 sqm • Terrace house of ca. 100 sqm • Detached (one family house) of ca. 150 sqm 	<p>According to Statistics Portugal: “The average value of housing bank appraisals in Portugal stood at €1,110/sq meter in April, up by €3 per square meter when compared with the previous month (change rate of 0.3%). The year-on-year change rate was 5.3% (5.6% in March)”³¹. This information relates to 2017.</p> <ul style="list-style-type: none"> • Flat of ca. 70 sqm: 77,700€ • Terrace house of ca. 100sqm: 110,000€ • Detached house of ca. 150 sqm: 166,500€.
	<p><i>According to the type of location</i></p> <ul style="list-style-type: none"> • Capital city • Urban areas • Rural areas 	<p>According to Statistics Portugal (mentioned above): the average value of a sq meter in Lisbon region is 1,321€; in Porto region is 1,064€; in the Algarve 1,390€ and in Interior Northern region 777€.</p> <p>E.g. A flat of 70 sqm:</p> <ul style="list-style-type: none"> • In Lisbon: 92,470€ • In Porto: 74,480€ • In the Algarve 97,300€ • Interior Northern region: 54,390€
Price development of residential property	<p><i>According to the type of property</i></p> <ul style="list-style-type: none"> • Average flat of ca. 70 sqm • Terrace house of ca. 100 sqm • Detached (one family house) of ca. 150 sqm 	<p>See the examples above. Prices rose 5.3% a year.</p>
	<p><i>According to the type of location</i></p> <ul style="list-style-type: none"> • Capital city • Urban areas • Rural areas 	<p>See the examples above. Prices rose 5.3% a year.</p>

³¹ https://www.ine.pt/xportal/xmain?xpid=INE&xpgid=ine_destaques&DESTAQUESdest_boui=281087733&DESTAQUESmodo=2&xlang=en

Table 5: Key market data

Development of price index
(Housing price index if existing,
otherwise Consumer price index)
See this website³²



³² Source: <https://tradingeconomics.com/portugal/housing-index>

2.2 Service providers

Table 6: Service providers						
	Total number of firms	Total number of professionals	Total number of employees	Branch offices per firm	Market concentration in % of turnover	Average turnover per firm (in EUR)
Estate agents	4.275	5.057 ³³	Not known	1	Not known	Not known
Lawyer/ Advocates/ Solicitor	Not known	29.699 Lawyers (advocates) ³⁴ 3.619 Solicitors ³⁵	Lawyers and solicitors are independent professionals (not employees)	1	Not known	Not known
Notary	Not known	[350] ³⁶	Independent professionals	1	Not known	Not known
Licenced conveyancers	Not regulated as a profession	N/A	N/A	N/A	N/A	N/A
Architects	Not known	[22.000] ³⁷	Not known	1	Not known	Not known
Surveyor	Not regulated as a profession	N/A	N/A	N/A	N/A	N/A
Engineers	Not known	[18.000] ³⁸	Not known	N/A	Not known	Not known

³³ Data existent at 30.05.2017. Thanks to IMPIC for providing these data: <http://www.impic.pt/impic/>

³⁴ According to Statistics Pordata: there are 13.724 male lawyers and 15.975 female: <http://www.pordata.pt/Portugal/Advogados+total+e+por+sexo-245>

³⁵ A Solicitor [Solicitador in Portuguese] is not a lawyer (advocate) as s/he does not have to hold a law degree. In general, a solicitor does not represent a client in court, unless the value of the case is not higher than 5,000€. There are 1.316 male solicitors and 2.303 female: <http://www.pordata.pt/Portugal/Solicitadores+total+e+por+sexo-246>. Solicitors, lawyers and notaries are equally competent about real estate transactions (a sale or a rental).

³⁶ This number was obtained online, but might not be updated. We asked the Notaries society [Ordem dos Notários] for updated information, by email, but no response was provided.

³⁷ This data was obtained online, but might not be updated [<http://p3.publico.pt/cultura/arquitectura/8491/22-mil-arquitectos-sao-demais-para-tao-pouca-obra-para-fazer>]. We asked the Chamber of Architects [Ordem dos Arquitectos] for updated information, by email, but no answer was provided. In their Website, it is said there are more than 20.000 Architects in Portugal: <http://www.arquitectos.pt/index.htm?no=101068>.

³⁸ This number relates to Construction engineers, but might not be updated as it was obtained online. We asked the Engineers Society [Ordem dos Engenheiros] for updated information, by email, but no response was provided.

3. Roles of professionals and services in the real estate market

Table 7: Role of professionals in the real estate market						
	Estate agent	Property valuator³⁹	Lawyer/ Advocate/ Solicitor	Notary	Bank	Technical expert
Main function: does the professional typically work independently or as part of a firm or another organisation?	Both independently and as part of a firm	Not applicable	Independently; and as part of a law firm	Independently	N/A	Independently; and as part of a law firm
Extent of engagement (at which point(s) does each professional intervene in the process?)	Matching the parties	N/A	Providing legal information; Drafting contracts; Recognizing parties' signatures.	Drafting contracts; Recognizing parties' signatures	Mortgage application	Energy certificate House technical certificate
Mandatory involvement	No	N/A	No if a notary drafts the contract or recognizes parties' signatures.	No if a lawyer drafts the contract or recognizes parties' signatures.	N/A	Yes
How are their fees/charges structured	Normally as a percentage negotiated with the client	N/A	Negotiated with the client	According to mandatory rules	Decided by the bank	Partly negotiated and partly defined by law

4. Land registration

Table 8: Land registration	
Responsible authority(ies) dealing with land registration	Land Registration regional offices
Actors involved in the registration procedure and their main functions	The Register and the parties (or their representatives: lawyers or solicitors)
Intermediate steps of the registration procedure, if applicable	Not applicable

³⁹ In some EU countries, the real estate property valuers are regulated as a profession that is separate from estate agents (e.g. Hungary, Lithuania, Latvia); their services might be obligatory, especially when taking mortgage loans.

5. The process to buy or sell a property

5.1 Main steps in the transaction process to buy or sell a property

Table 9: Main steps of the process to buy or sell a property			
Main steps	Main function	Applicable	National specificities/additional functions/main actors
Estate agent services	Matching the parties	Usual	Main firms: REMAX, ERA, CENTURY 21.
Alternative matching devices	Matching the parties	Usual	Electronic platforms, e.g.: IMOVIRTUAL ⁴⁰
Preliminary contract	Securing the transaction before the final contract is concluded	Usual	The parties and a lawyer
Preliminary checks (land register, administrative permits)	Ensuring that the buyer knows all legal obligations and relevant features related to the property	Usual	The parties and a lawyer or a solicitor
Drafting the sales contract and/or deed of conveyance	Summarising the agreement of the parties	Yes	A lawyer, a solicitor or a notary
Legal advice or counselling	Ensuring that the transaction is valid and that the parties know about their rights and duties	Usual	A lawyer
Certification of signatures	Ensuring the validity of the agreement	Yes	A notary, a lawyer or a solicitor
Contract execution (transfer of payment)	Executing the contract (and securing that both parties perform their obligations)	Yes	A notary, a lawyer or a solicitor
Contract execution (transfer of property)	Executing the contract (and securing that both parties perform their obligations)	N/A	The transfer of property is an automatic effect of a valid contract – art.408 Civil Code.
Registration	Making the transaction visible to third parties and the public	Yes	The buyer and a register
Taxation (esp. transfer tax)	Creating revenue for the state	Yes	The buyer
Post-transaction controls (if applicable)	Securing that the contract is duly executed	Unusual	N/A

⁴⁰ IMOVIRTUAL: https://www.imovirtual.com/?gclid=Cj0KEQjw6-PJBRCO_br1qoOB4LAbEiQAEkqcVeC3sl6I7Rfbn7EhrcgLI8YLfaY5iHGVLCU_n3yXOcaAjAe8P8HAQ

5.2 Sale contract and transfer of ownership

Table 10: Contract of sale and transfer of ownership

Main steps	Actors involved per intermediate step	Payment details ⁴¹		Typical risks associated to these steps, if relevant
		Payments expressed : • In EUR as % of total purchase price and • As a fixed amount if available (add if VAT applies)	When is the payment made	
Estate agent services or alternative matching devices	Usual. The parties and an estate agent	3% - 5%; + 23% VAT	When agreed with the estate agent, but usually when the sales contract is signed.	Lack of previous information regarding final costs
Preliminary contract (usual)	Usual. The parties and a lawyer.	Negotiated with the client, e.g. 5 hours x 75€ = 375€ (might include legal advice and preliminary checks) ⁴² .	Usually when the preliminary contract is signed ⁴³ .	Breach of the contract and consequent non-performance of the sales contract.
Preliminary checks (land register, administrative permits)	Usual. The parties and a lawyer or a solicitor.	Usually, not autonomous	Together with the preliminary contract; or with the sales contract	
Drafting the sales contract and/or deed of conveyance	Usual. The parties and a lawyer or a notary.	Negotiated fees: e.g. 5 hours x 75€ = 375€ (might include legal advice and preliminary checks).	Usually when the sales contract is signed.	
Legal advice or counselling	Usual. Lawyer.	Negotiated with the client. For example between 50€ and 75€ per hour.	When agreed with the client, but frequently together with the preliminary contract or with the sales contract.	
Certification of signatures	Mandatory. A lawyer, a solicitor or a notary.	Pre-decided by the service provider. Usually 20€	When the contract is signed	

⁴¹ Payment shall be considered as the 'discharge of an obligation by its settlement equal to the monetary value of the debtor's obligation' while fees can be defined as 'a charge for services rendered' (Retrieved from: <http://www.investorwords.com/3634/payment.html>, <http://www.investorwords.com/1922/fee.html>). Payment, therefore, includes both the cost of the service and the fees for the service in question.

⁴² Fees are negotiated with the client and vary according to the number of hours spent and the complexity of each case. Lawyers and solicitors fees vary also according to the place/region where they work. For example, in the capital [Lisbon] the price per hour is between 75€ and 100€, whilst in smaller cities it is around 50€ per hour. The information here provided was obtained directly by asking lawyers working in different places [Lisbon, Porto, Coimbra and Aveiro], as there are no legislation limiting fees.

⁴³ Usually, when the preliminary contract is signed the buyer pays the seller a deposit between 10% and 20% of the total purchase price. If the buyer breaches the contract (does not want to sign the sales contract) s/he loses the deposit. If the seller breaches the contract, s/he has to pay the buyer the double of the deposit.

Table 10: Contract of sale and transfer of ownership

Contract execution (transfer of payment and registration; transfer of property)	*Transfer of property is automatic: art.408 ^o Civil Code	N/A	N/A	
Registration in land register or similar device	Mandatory. The buyer and the register.	500€ (no mortgage); 650€ (with mortgage)	After the contract signed	
Taxation (esp. transfer tax)	Mandatory. The buyer.	See Table n.22	Before the signature of the contract	

▲ Information on the legal position of a tenant occupying the dwelling to be sold. In particular: Does the rule *emptio non tollit locatum* apply?

The rule “*emptio non tollit locatum*” is enshrined in art.1057^o of Civil Code to protect the tenant. Thus, when the dwelling is sold, the new owner becomes automatically the new landlord. However, when the rental contract has a duration longer than 3 years, the tenant has right of pre-emption by paying the same amount a third person would pay according to art.1091 Civil Code.

5.3 Professional services performed in the real estate market related to buying and selling a property

Table 11: Professional services performed in the real estate market related to buying and selling a property

Services in the real estate market	Minimum standards for information provided by law, if applicable	Service providers involved	Quality of involvement	Fees expressed: <ul style="list-style-type: none"> • In EUR as % of total purchase price <u>and</u> • As a fixed amount (if available)
Estate agent services or alternative matching devices	Characteristics of the dwelling	Real Estate agent Electronic Platforms	Optional Usual	Usually, between 3% and 5% + 23% VAT
Provision of mandatory information before the start of the transaction	N/A	N/A	N/A	N/A
Preliminary contract (usual)	Construction license	Lawyers or solicitors	Optional; usual	Negotiated with the client; e.g. 5 hours x 75€ = 375€ (might include legal advice and preliminary checks)
Preliminary checks (land register, administrative permits)	N/A	Lawyers or solicitors	Optional; usual	Negotiated with the client. Usually not autonomous, but together with the preliminary contract; or with the sales contract. Otherwise per hour, e. g. 75€

Table 11: Professional services performed in the real estate market related to buying and selling a property

Drafting the sales contract and/or deed of conveyance	N/A	Notary, lawyer or solicitor	Mandatory	Fixed amount when a notary; see Table n.22. Negotiated with the client, when a lawyer or solicitor, e.g. 5 hours x 75€ =375€ (might include legal advice and preliminary checks)
Legal advice or counselling	N/A	Lawyer	Optional; usual	Negotiated with the client, e.g. 75€ per hour
Certification of signatures	Legitimacy of the parties	Notary, lawyer or solicitor	Mandatory	Pre-decided by the service provider. Usually 20€
Contract execution (transfer of payment; transfer of property)	N/A	N/A	The transfer of property is an automatic effect of a valid contract: art.408 Civil Code	N/A
Registration in land register or similar device	Ownership Mortgage	The buyer; the register	Mandatory	See table n.22
Taxation (esp. transfer tax)	N/A	The buyer	Mandatory	See table n.22

5.4 Creating a Mortgage

Table 12: Mortgage requirements

Main steps to create a mortgage	Actors/institutions involved	Minimum standards for information	Additional requirements for consumer mortgages, if relevant	Fees expressed: • In EUR as % of total purchase price <u>and</u> • As a fixed amount (if available)	Typical risks associated to these steps, if relevant
Conclusion of credit and mortgage agreement with lender (bank)	Bank and the buyer	Mandatory standards for consumers' information approved by the Bank of Portugal ⁴⁴	N/A	Booking fee: 300€ Dwelling evaluation: 400€ ⁴⁵	Lack of information about bank costs
Insertion of mortgage in the land register, usually at first rank	Bank, the buyer and the register	Mortgage terms	N/A	500€	N/A
Credit sum paid to mortgagor (buyer) or seller	Credit sum paid to the buyer	N/A	N/A	N/A	N/A

⁴⁴ <http://clientebancario.bportugal.pt/pt-PT/Credito/CreditoaHabitacao/fichaInformacaoNormalizada/Paginas/FINcreditohabitacao.aspx>

⁴⁵ These are values on average; they depend on each bank.

6. The process to rent or let a property

6.1 Main steps in the transaction process to rent and let a property

Table 13: Main steps of the process to rent and let a property	
Main steps	Process involved
Finding and matching landlords and tenants	Real estate agent; electronic platform; newspaper advertisement
Information search by landlords or tenants (e.g. about salary, outstanding debts)	Information required directly by the parties to each other
Inspection of the property by tenants (in some cases with the help of professionals)	Usually by the prospective tenant and the landlord; frequently the prospective tenant with a real estate agent
Delivery of mandatory information to tenants prior to the conclusion of the contract (if relevant)	No
Delivery of energy performance certificate to tenant	Yes. The landlord has to provide a copy of the energy performance certificate to the tenant before the rental agreement is signed.
Provision of additional guarantees to landlord, if relevant	Usually a personal guarantor
Conclusion of the contract in the usual form (e.g. oral, written, preformulated)	Written form
Rent payment and deposit (e.g. bank account)	Bank account, Usual
Registration of the contract in the land register (e.g. excluded, optional or mandatory)	Registration of the rental agreement in a tax department is mandatory for landlords. Registration in the land registry is mandatory when the agreed duration is longer than 6 years in order to produce effect against third persons, e.g. if the dwelling is sold.

6.2 Rent contract

Table 14: Rent contract				
Main steps	Actors involved per intermediate step	Payment details ⁴⁶		Typical risks associated to these steps
		Payments expressed : • In EUR as % of total purchase price <u>and</u> • As a fixed amount if available (add if VAT applies)	When is the payment made	
Finding and matching the parties	Real estate agents. Usual	Negotiated with the client. Usually the same amount the tenant pays for 1 month rent, e.g. 600€ [= rent of a 2 bedroom flat]	When the rental contract is signed	N/A
Information search by landlord on tenant (e.g. about salary, outstanding debts)	A lawyer or a solicitor. Usual.	Usually not autonomised from the conclusion of the contract. Otherwise, payments expressed per hour, e.g. 75€ per hour	When the parties agree. Usually when the rental contract is signed	N/A
Inspection of the property by tenant (in some cases with the help of professionals)	The parties and a real estate agent. Usual.	N/A	N/A	N/A
Delivery of mandatory information to tenant prior to the conclusion of the contract (if relevant)	The landlord has the duty to present the technical house certificate. Mandatory.	N/A	N/A	N/A
Delivery of energy performance certificate to tenant	The landlord. Mandatory.	N/A	N/A	N/A
Conclusion of the contract in the usual form (e.g. oral, written, preformulated)	Yes. Written form. Preformulated contracts are not usual.	Negotiated with the client, e.g. 3 hours x 75€ = 225€	Usually when the rental contract is signed	Some landlords refuse to make the contract in writing so that they do not pay income tax.

⁴⁶ Payment shall be considered as the 'discharge of an obligation by its settlement equal to the monetary value of the debtor's obligation' while fees can be defined as 'a charge for services rendered' (Retrieved from: <http://www.investorwords.com/3634/payment.html>, <http://www.investorwords.com/1922/fee.html>). Payment, therefore, includes both the cost of the service and the fees for the service in question.

Table 14: Rent contract

Rent payment and deposit (e.g. bank account)	Usual to pay 2 months in advance; usually by bank account.	The landlord keeps that amount until the end of the contract.	When the rental agreement is signed	N/A
Registration of the contract in the land register or other device (excluded, optional or mandatory)	Mandatory to register at the local Tax Department within 30 days after the contract signature	Stamp tax: 10% of one month rent	When the contract is registered at the Tax Department	N/A

6.3 Professional services performed in the real estate market related to renting and letting a property

Table 15: Professional services performed in the real estate market related to renting and letting a property

Services in the real estate market	Minimum standards for information provided by law, if applicable	Service providers involved	Quality of involvement	Fees expressed: <ul style="list-style-type: none"> • In EUR as % of total purchase price <u>and</u> • As a fixed amount (if available)
Finding and matching landlords and tenants	Characteristics of the dwelling	Real estate agents	Optional	Negotiated with the client. Usually the same amount the tenant pays for 1 month rent, e.g. 600€ [= rent of a 2 bedroom flat]
Information search by landlords or tenants (e.g. about salary, outstanding debts)	N/A	A lawyer or a solicitor	Optional	Negotiated with the client, e.g. 75€ per hour
Inspection of the property by tenants (in some cases with the help of professionals)	N/A	The landlord [possibly with a real estate agent as well]	Optional	N/A
Delivery of mandatory information to tenants prior to the conclusion of the contract (if relevant)	N/A	N/A	N/A	N/A

Table 15: Professional services performed in the real estate market related to renting and letting a property

Conclusion of the contract in the usual form (e.g. oral, written, preformulated)	Contract terms; written form	A lawyer or a solicitor	The contract has to be in a written form, but the involvement of a lawyer or a solicitor is optional [the parties can write the contract]	Negotiated with the client, e.g. 3 hours x 75€ =225€
Rent payment and deposit (e.g. bank account)	N/A	Bank account	Optional	N/A
Registration of the contract in the land register (e.g. excluded, optional or mandatory)	N/A	Landlord	Mandatory to register the rental agreement at the local Tax Department within 30 days after the contract signature	Stamp tax: 10% of one month rent

7. Professional services regulation: notaries

7.1 Market entry and structure regulation

Table 16: Market entry and structure regulation

	Regulation	
Subjective requirements	<i>Qualifications (diplomas, exams, concours) required to become a notary in your country:</i>	To have a law degree; to pass an exam; to become a trainee notary for 18 months and to pass an exam at the end of that period; see art.25 to 33 of Law-Decree n.26/2004, updated by Law-Decree n.155/2015 [see also Chamber of Notaries website: http://www.notarios.pt/OrdemNotarios/PT/Legislacao/_Notariado]
Objective requirements	<i>Do numerous clauses and other objective requirements exist?</i>	Yes. Every notary has permission to set up his/her office in a municipality. The requirements are valid without time limitation. Each municipality has to have at least one notary [see art.6 Law-Decree n.26/2004] ⁴⁷
Citizenship requirements	<i>Are foreign candidates admitted de iure and also de facto under the same conditions as nationals?</i>	Yes. See art.40-A of Law-Decree n.26/2004.
Inter-professional cooperation	<i>Are forms of collaboration between notaries and other professionals allowed and usual?</i>	Notaries are independent, autonomous and not allowed to have another job [e.g. to be a lawyer or a solicitor], art.10 of Law-Decree n.26/2004. They can form firms, but only with other notaries [art.5, n.3 Law-Decree n.26/2004]
Business structure	<i>Are notary associations/corporations allowed?</i>	Yes. See above the Chamber of Notaries website.
Geographical limitations	<i>Are there limitations with respect to the area in which the notary can exercise his/her activities (e.g. at the regional or municipal level)?</i>	Yes [art.7 Law-Decree n.26/2004: The competence of the notary is exercised in the territorial district of the municipality where the respective notary's office is located. Notwithstanding the provisions of the preceding paragraph, a notary may perform all acts of his/her competence even if they concern persons domiciled or property located outside their respective territorial jurisdiction. Exceptionally, and where circumstances allow it, the jurisdiction of the notary may be exercised in more than one contiguous territorial district, by order of the Minister of Justice, after hearing the Order of Notaries.
	<i>Are these limitation restricted to specific tasks?</i>	Yes. When a notary works as an eviction agent, according to Rule n.9/2013 of the Ministry of Justice, his/her activity is limited to the municipal area.

⁴⁷ Law-Decree n. 26/2004 contains the main rules about notarial function and notaries activity: http://www.pgdlisboa.pt/leis/lei_mostra_articulado.php?nid=2481&tabela=leis&so_miolo=

7.2 Market conduct regulation

Table 17: Market conduct regulation

	Regulation	
Exclusive rights	<i>For which transactions or parts of them only notaries may act against payment.</i>	In the matter of real estate transactions notaries and lawyers can do the same types of acts (e.g. draft a contract, recognize parties' signatures)
Duty to provide services	<i>Are notaries allowed to refuse a request to act?</i>	Yes. Notaries have the duty to provide services to anybody who requires those services unless they have a reason to refuse that ⁴⁸ .
Professional standards	<i>How are professional standards regulated? What are the tasks of the professional representation (e.g. Chamber of Notaries) in this context?</i>	Controlled by the Ministry of Justice and by the Chamber of Notaries [see art.57 Law-Decree 26/2004].
Mandatory intervention	<i>Is the intervention of a notary required for the registration procedure?</i>	No, if the signatures of the parties are recognized by a lawyer.
Compulsory indemnity insurance	<i>Is indemnity insurance compulsory? If yes, what is the indicative amount of the insurance?</i>	Yes. At least 100.000€ [see art. 23 Law-Decree n.26/2004]
Continuing education	<i>Do forms of continuing education exist? If yes, is continuing education mandatory?</i>	Yes, usually organized by the Chamber of Notaries, but they are not mandatory.
Advertising restrictions	<i>Are there limitations on advertising?</i>	Yes, but with some limitations; see art.39 Law-Decree n.26/2004.
Fee regulation	<i>Notary fee system</i>	Fees are fixed by Rule n.385/2004 of the Ministry of Justice (updated by Rule n.574/2008 Ministry of Justice) and depend on the price of the dwelling.

⁴⁸ According to art.23, n.1, al.c): Notaries have the duty to provide services to anybody who requires those services unless they have a reason to refuse that: http://www.pgdlisboa.pt/leis/lei_mostra_articulado.php?tabela=leis&artigo_id=&nid=2481&ficha=1&pagina=%20&nversao=&so_miolo=

8. Professional services regulation: lawyers or other licensed conveyancers (only relevant if legally admitted to perform real estate transactions and/or to assist the conclusion of tenancy agreements)

8.1 Market entry and structure regulation

Table 18: Market entry and structure regulation		
	Regulation	
Subjective requirements	<i>Conditions (diplomas, exams, concours) required to become a lawyer in your country.</i>	To have a law degree; to be a law trainee for 18 months and to pass a final exam to become member of the Law Society (see art.195 Law n.145/2015) ⁴⁹ See the Law Society website: https://portal.oa.pt/
Objective requirements	<i>Do numerous clauses and other objective requirements exist?</i>	No
Citizenship requirements	<i>Are foreign candidates admitted de iure and also de facto under the same conditions as nationals?</i>	Yes
Inter-professional cooperation	<i>Are forms of collaboration between lawyers and other professionals allowed and usual?</i>	No (see art.213, n.7 of Law n.145/2015)
Business structure	<i>Are lawyer associations/corporations allowed?</i>	Yes
Geographical limitations	<i>Are there limitations with respect to the area in which the lawyer can exercise his/her activities (e.g. at the regional or municipal level)?</i>	No
	<i>Are these limitation restricted to specific tasks?</i>	No

*Apart from lawyers (which are in the number of 29.699) there is another category of law service providers: the solicitors [Solicitadores in Portuguese] (which are 3.619). They deal with real estate transactions and have the same competences of lawyers and notaries to draft a sales contract, to recognize the parties' signatures and to assist the clients with the preparation of a transaction. They are professionally organized in the Solicitors Society and their activity is ruled by Law n.154/2015: http://www.pgdlisboa.pt/leis/lei_mostra_articulado.php?nid=2442&tabela=leis&so_miolo=

⁴⁹ See this Website: <http://www.oa.pt/upl/%7B94afbc6c-d756-4ecc-8253-3e7407376fa7%7D.pdf>

8.2 Market conduct regulation

Table 19: Market conduct regulation		
	Regulation	
Exclusive rights	<i>For which transactions or parts of them only lawyers may act against payment</i>	None.
Neutrality	<i>Is the lawyer allowed to act on behalf of both parties involved in the transaction? In this case, what type of fees apply and which party has to bear them?</i>	Yes, since there is no conflict between the parties (art.99, n.3, Law n.145/2015). Fees and the criteria to bear them are negotiated by the parties and the lawyer. ⁵⁰
Duty to provide services	<i>Are lawyers allowed to refuse a request to act?</i>	Yes
Professional standards	<i>How are professional standards regulated? What are the tasks of the professional representation (e.g. Chamber of Lawyers/Advocates) in this context?</i>	Professional standards are regulated by the Law Society, which has disciplinary power against the lawyers (see art.114 Law n.145/2015)
Compulsory indemnity insurance	<i>Is indemnity insurance compulsory? If yes, what is the indicative amount of the insurance?</i>	Yes. At least 250.000€ (art. 104, Law n.145/2015)
Continuing education	<i>Do forms of continuing education exist? If yes, is continuing education mandatory?</i>	Yes, usually promoted by the Law Society (art.197 of Law n.145/2015), but they are not mandatory.
Advertising restrictions	<i>Are there limitations on advertising?</i>	Yes (see art.94 of Law n.145/2015))
Fee regulation	<i>Lawyer fee system</i>	Fees are not fixed by statute; they are negotiated between lawyers and clients (art.105° Law 145/2015)

⁵⁰ See this Website: <http://www.oa.pt/upl/%7B94afbc6c-d756-4ecc-8253-3e7407376fa7%7D.pdf>

9. Professional services regulation: estate agents

9.1 Market entry and structure regulation

Table 20: Market entry and structure regulation

	Regulation	
Subjective requirements	<i>Qualifications (level and duration of education and training, diplomas, exams, traineeships or professional experience requirements, concours) required to become an estate agent in your country.</i>	Estate agents do not have to hold a degree or professional qualification. They are not organized in a mandatory professional body. Access requirements to become a real estate agent are defined by art.5 of Law n.15/2013 and are mostly to have a clean criminal record and a clean insolvency record ⁵¹ .
Objective requirements	<i>Do numerous clauses and other objective requirements exist?</i>	No
Licence requirements	<i>Are estate agents licenced or do they work as employees?</i>	They are licenced (see above)
Citizenship requirements	<i>Is unlimited access to the profession granted to foreign professionals de iure and de facto?</i>	Yes
Inter-professional cooperation	<i>Are estate agents allowed to exercise another profession or business activity? Is inter-professional cooperation regulated?</i>	Estate agents are allowed to exercise other activities, but with some restrictions, (they cannot be lawyers, for example). Inter-professional cooperation is not regulated.
Business structure	<i>Share of estate agent acts acting as sole practitioners and as companies (if data are available)? Can the agent be employed by another agent or establish a partnership with other agents? Are there any restrictions on the corporate structure of a real estate enterprise (such as voting rights reserved to qualified members of a profession, shareholding requirements etc.)?</i>	An agent can be employed by another agent or establish a partnership with other agents. There are no restrictions on the corporate structure of a real estate enterprise.
Geographical limitations	<i>Are there limitations with respect to the area in which the estate agent can exercise his/her activities (e.g. at the regional or municipal level)?</i>	No
	<i>Are these limitation restricted to specific tasks?</i>	No

⁵¹ See this Website to access the legislation: <http://www.impic.pt/impic/assets/misc/pdf/legislacao/Lei201315.pdf>

9.2 Market conduct regulation

Table 21: Market conduct regulation

	Regulation	
Neutrality	<i>Is neutrality regulated? Is the agent allowed to act on behalf of both parties involved in the transaction? In this case, what type of fees applies and which party bears these?</i>	Agents are not allowed to act on behalf of both parties (art.17 of Law n.15/2013) ⁵²
Professional standards	<i>How are professional standards regulated? Are entities or associations ensuring the professional representation and respect of rules of good practice (e.g. association of real estate professionals)?</i>	Professional standards are regulated and supervised by the Institute of Construction (see art.3 of Law n.15/2013 and art.2 of Law-Decree n.232/2015) ⁵³ .
Compulsory indemnity insurance	<i>Is indemnity insurance compulsory for estate agents? If yes, what is the indicative amount of the insurance?</i>	Yes. At least 150.000€ (see art.7 of Law 15/2013)
Continuing education	<i>Do forms of continuing education exist?</i>	No
Advertising restrictions	<i>Are there limitations on advertising?</i>	No
Fee regulation	<i>Estate agents' fee system</i>	Fee are not limited by statute; they are negotiated between the agent and the client and should be written (art.16 of Law 15/2013). The party responsible for the payment is the one who concluded the agreement with the agent. Usually seller pay a percentage of the received price, e.g. 3% to 5%. Landlords pay a fixed amount negotiated with the agent, e.g. 2 months' rent. Buyers and tenants pay fixed amounts negotiated with the agent. Who pays the fees has to pay 23% VAT as well.
Compulsory membership	<i>Is membership in professional bodies compulsory?</i>	No. There is no mandatory professional body.

⁵² Law n.15/2013, which transposes the Directive n.2006/123/CE, comprises rules about real estate activity: <http://www.impic.pt/impic/assets/misc/pdf/legislacao/Lei201315.pdf>

⁵³ See this legislation in this Website: which website is: <http://www.impic.pt/impic/pt-pt/informacao-institucional/sumula-historica>

10. The real estate market

10.1 Transaction costs for sample transactions

Table 22: Transaction costs VAT excluded

	Estate agent ⁵⁴	Technical services	Legal services	Land register fee	Transfer tax/stamp duty	Total usual transfer costs
€100,000 sales price (no mortgage)	3.000€	40,50 € ⁵⁵	132,35€ ⁵⁶	500€	151,86€: Transfer tax ⁵⁷ 800€: stamp tax ⁵⁸	4.624,71€
€100,000 sales price + 100.000€ mortgage	3.000€	40,50 €	132,35€ + 102,52€	650€	151,86€: Transfer tax 800€ + 600€: ⁵⁹ stamp tax	5.327,23€
€250,000 sales price (no mortgage)	7.500€	55,00€	195,59€	500€	8.412,81€: transfer tax 2.000: stamp tax	18.663,4€
€250,000 sales price + 250,000€ mortgage	7.500€	55,00€	195,59€ + 136,35€	650€	8.412,81€: transfer tax 2.000€ + 1.500 € stamp tax	20.299,75€
€500,000 sales price (no mortgage)	15.000€	65,00€	195,59€	500€	28.040,68€: transfer tax 4.000€ stamp tax	47.801,27€
€500,000 sales price + €500,000 mortgage	15.000€	65,00€	195,59€ + 136,35€	650€	28.040,68€: transfer tax 4.000€ + 3.000€: stamp tax	50.937,62€
%VAT applicable	23%	23%	N/A	N/A	N/A	N/A

*Costs related to estate agent fees and energy certificate are born by the seller. Notary fees, land register fees, transfer tax and stamp tax are born by the buyer. So, in the first example [€100.000 sales price (no mortgage)] with the total cost of 4.624,71€, the seller would bear 3.040,50€ and the buyer would bear 1.582,21€.

⁵⁴ An agent usually receives a percentage of the transaction value.

⁵⁵ Energy certificate: <http://www.adene.pt/quanto-custa>

⁵⁶ These are the fees if the contract is drafted by a notary, according to art.11 of the Rule n.385/2004 from the Ministry of Justice. If the contract is drafted by a lawyer or a solicitor, the fees are negotiated with the client, which pays 23% VAT as well.

⁵⁷ If the value of the dwelling does not pass 92.407€, the buyer does not have to pay transfer tax.

⁵⁸ <http://apemip.info/info/IMT.cfm>

⁵⁹ Mortgage stamp tax is 0.006: <http://www.creditohabitacao.com/artigos/dicas-conselhos/show/comprar-casa-quais-os-custos/>

10.2 Transaction features

Table 23: Transaction features			
Transaction / service	Party bearing the costs of intermediation service (buyers or sellers, landlords or tenants) Costs expressed: <ul style="list-style-type: none"> • In EUR as % of total purchase price <u>and</u> • As a fixed amount (if available) 	Fees as expressed in the contract: <ul style="list-style-type: none"> • In EUR as % of total purchase price <u>and</u> • As a fixed amount (if available) 	Possible hidden costs faced by buyers or tenants
Estate agents	Sellers / Landlords A percentage between 3% and 5%.	A percentage between 3% and 5%. [See Table n.22]	N/A
Technical services	Sellers / Landlords ⁶⁰	40,50 € [energy certificate]	N/A
Legal services	The party who asked for legal services. Negotiated with the client	On average 75€ per hour	N/A
Land register fees	Buyers	A fixed amount [see table n.22]	N/A
Taxes on conveyancing	N/A	N/A	N/A
Transfer taxes	The buyer A percentage	0.8%	N/A

⁶⁰ See the information provided in the previous page.

10.3 Taxes during the process of buying and selling a property

Table 24: Taxes related to buying and selling a property

	Relevance of the tax	When to pay the tax as part of the process of buying or selling	Tax amount (expressed in EUR as % of total purchase price <u>and</u> as a fixed amount if available)
Registration tax ⁶¹	Yes	After the contract's signature	See table n.22
Mortgage tax	Yes	At the same time of property registration	Stamp tax: 0.6%; see Table n.22
Cadastral tax	No	-	-
Stamp tax	Yes	At the moment of contract's signature	0.6%
Transfer tax (tax on the acquisition of property)	Yes	Before contract's signature	0.8%
Archives tax	No	-	-

10.4 Taxes during the process of renting and letting a property

Table 25: Taxes related to renting or letting a property

	Relevance of the tax	When to pay the tax in the process of renting or letting	Tax amount (expressed in EUR as % of total purchase price <u>and</u> as a fixed amount if available)
Registration tax	No	-	-
Stamp tax	Yes	After the contract's signature	Stamp tax: 10% of one month rent
Other taxes concerning the use of the property, if applicable	No	-	-

⁶¹ Registration taxes are public levies associated with the registration act. They are not to be confused with registration fees, i.e. the payment required by the registration office to carry out the registration. Registration fees are contained in Table 10.

11. Consumer situation in the market

11.1 Consumer rights

Table 26: Consumer rights

Are there specific consumer rights in the context of real estate transactions and residential tenancies in your country? In particular: are residential tenants treated as consumers?	<i>With respect to buyers</i>	Buyers and tenants, when consumers, have protection against the lack of conformity with the contract: Law-decree n.67/2003 updated by Law-decree n.84/2008 ⁶²
	<i>With respect to sellers</i>	No
	<i>With respect to tenants</i>	No
	<i>With respect to landlords</i>	No. Residential tenants are treated as consumers only when landlords are professional ones, e.g. construction companies.
If relevant, which existing marketing practices are non-compliant with national consumer legislation?	Not applicable	
If relevant, which existing marketing practices are non-compliant with EU consumer legislation?	Not applicable	
Are there existing marketing practices detrimental to consumers, even if not necessarily illegal, in both domestic and cross-border transactions?	Not applicable	

⁶² Law-Decree n.67/2003, updated by Law-Decree n.84/2008, transposed entirely the Directive n.º 1999/44/CE (as aforementioned): http://www.pgdlisboa.pt/leis/lei_mostra_articulado.php?nid=706&tabela=leis

11.2 Consumer complaints

Table 27: Consumer complaints	
How often do buyers and sellers complain due to arising legal issues (e.g. invalid contract, missing information, hidden defects, missing building permit, delay in payment)?	The most frequent types of complaints at ADR Centres are presented by buyers against sellers due to hidden defects of the dwelling. There are also complaints presented by sellers against real estate agents due to high fees; and complaints presented by buyers against banks due to missing information related to mortgage terms ⁶³ . However, these types of complaints are not very frequent.
How often do tenants and landlords complain due to arising legal issues (e.g. invalid contract, missing information, increase of rent, termination of the contract without proper notice)?	There are complaints presented by tenants against landlords due to the lack of repairs and maintenance of the dwellings and also increase of rents. However, complaints presented by tenants or landlords are not frequent.
Are consumer complaints against a professional service provider frequent, in particular as regards the fees and quality or service?	Consumer complaints are not very frequent in real estate transactions.
To whom can consumers complain (e.g. local or national administration, consumer protection agencies)? And through which means (e.g. formal letter, online form)? Is the procedure effective (in particular: average time needed for reply, solutions available for redress)?	To national and regional entities: Directorate General for Consumers: https://www.consumidor.pt/ ; National and regional ADR Centres: http://www.arbitragemdeconsumo.org/resolucaoconflitosconsumo.php ; DECO https://www.deco.proteste.pt/reclamar ; CACCL, http://www.centroarbitragemlisboa.pt/Formulario CIAB, http://www.ciab.pt/pt/rede-centros-de-arbitragem Complaints can be presented by online forms or by a formal letter. These services are efficient. For example: DECO provides answers in 5 to 15 days and the CACCL within 30 days.

⁶³ Many thanks for providing data are due to Dr^a Isabel Cabeçadas, Director of the Centre of Arbitration for Consumption Conflicts of Lisboa [Centro de Arbitragem de Conflitos de Consumo de Lisboa – CACCL], <http://www.centroarbitragemlisboa.pt/ACC/sections/inicio> and to Dr^a Vanda Dias of DECO – Consumers Denfense, <https://www.deco.proteste.pt/>