

# Housing rental agreement in Uzbekistan: conclusion, termination, and key aspects

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**Abstract:** This article provides a detailed analysis of the legal framework of housing rental agreements, including the procedure for conclusion, conditions for termination, and key aspects. It explains the rights and obligations of the parties involved in the lease agreement, as well as methods for preventing disputes and resolving them legally. The necessity of notarial certification, the formalization of rental payments, and the consequences of non-compliance with the contract are also discussed. This article serves as a useful guide for those seeking legal knowledge regarding housing rental in Uzbekistan.

**Keywords:** Housing rental, rental agreement, tenant, landlord, contract conclusion, contract termination, lease rights, rental payment, notarial certification, rental disputes, legal obligations, Uzbekistan legislation.

**Introduction:** A housing rental agreement is a legal relationship between the owner (landlord) and another individual (tenant), granting the tenant temporary possession and use of the property. According to the Civil Code of the Republic of Uzbekistan, a rental agreement for residential property must be concluded in writing.

The importance of housing rental lies in its role in meeting people's housing needs. In large cities, rental housing is especially significant for students, workers, and other individuals who do not have a permanent residence. Through rental agreements, citizens can quickly and easily secure a place to live.

– In Uzbekistan, **housing rental relations** are primarily regulated by the following **legislative documents**:

- Civil Code of the Republic of Uzbekistan;
- Housing Code of the Republic of Uzbekistan;
- Law of the Republic of Uzbekistan «On Lease».

Housing rental provides income to the property owner. Therefore, the law permits leasing residential property for a fee. The specific part of the property being rented (entire house, a part of it, or an apartment) must be clearly stated in the agreement. However, auxiliary spaces such as the kitchen, hallway, or storage rooms cannot be the subject of a rental agreement. In the

contract, the parties must specify their rights and obligations, the duration of the agreement, the rental payment and included utility costs.

If the responsibility for paying utilities is not clearly stated, this issue can be resolved during the contract's duration. Additionally, unless otherwise provided by law, the parties may negotiate additional conditions.

These matters are regulated by Articles 610–612 of the Civil Code of the Republic of Uzbekistan.

A residential property can be rented to legal entities or transferred for possession and use under other agreements, such as a gratuitous use contract. However, a legal entity can use such a property only for residential purposes. This regulation is outlined in Article 86 of the Housing Code of the Republic of Uzbekistan.

According to this article, a residential lease agreement must be concluded in writing and registered in accordance with the legal requirements. Additionally, transactions related to property rights and other real estate rights, including their transfer, restriction, or termination, must be officially registered.

The Cadastre Agency under the State Tax Committee of the Republic of Uzbekistan is the authorized state body responsible for the state registration of real estate rights.

The inclusion of additional individuals in a residential lease agreement is carried out based on standard contracts established for municipal, departmental, or specially designated communal housing funds.

If the individuals being added to the lease are officially recognized as in need of improved living conditions or if their living space falls below social norms, they cannot be included in the rental agreement for additional space.

Changes in family composition may require modifications to the lease agreement. The tenant's family members and other individuals living with them have equal rights with the tenant in using the residential property.

Adult family members of the tenant and other individuals permanently residing with them may enter into a rental agreement, provided that the landlord is notified. In such cases, all residents of the dwelling are jointly liable to the landlord along with the tenant.

Additionally, the tenant's family members and other individuals permanently residing with them are recognized as co-tenants (Article 50 of the Housing Code).

If the tenant's former family members continue to live with them, they also acquire equal rights and obligations as tenants.

**Procedure for termination of a housing rental agreement.** A housing rental agreement is terminated by mutual agreement of the parties. If the tenant wishes to terminate the contract, they must first consult with the individuals residing with them and then provide the landlord with a written notice at least three months in advance. Once these conditions are met, the tenant has the right to terminate the agreement at any time. However, if the tenant terminates the agreement without prior notice, they are required to pay rent for an additional three months.

Additionally, if the tenant, their family members, or other individuals permanently residing with them relocate to another settlement or move to a different residential property within the same area, the rental agreement is automatically considered terminated.

Additionally, a housing rental agreement may be terminated at the request of either party in accordance with legally established procedures.

If the residential property becomes uninhabitable, is classified as a hazardous structure, or if the building in which it is located is scheduled for demolition, the rental agreement may be subject to termination. Moreover, the rental agreement may also be terminated in other cases specified by the applicable legislation governing the use of residential properties.

The landlord has the right to request judicial termination of the housing rental agreement in the following cases:

- If the contract does not specify a long-term If the contract does not specify a long-term rental period, and the tenant fails to pay rent for more than six months without a valid reason.
- In cases of short-term rentals.
- In fixed-term rental agreements, if the tenant fails to pay rent on time more than twice after the due date (chronic non-payment).
- If the tenant or individuals for whom they are responsible cause damage to the property.

In such situations, if the tenant or individuals under their responsibility use the property for unauthorized purposes or repeatedly violate social living norms, the landlord has the right to issue a warning. If the tenant fails to comply, the rental agreement may be terminated through court proceedings.

The measures and deadlines for addressing violations that serve as grounds for terminating a housing rental agreement are regulated by Article 76 of the Housing Code of the Republic of Uzbekistan.

The rental process not only defines the rights and obligations of the tenant and landlord but also includes legal norms that regulate their relationship in various situations. The rental agreement, its duration, payment terms, and other important matters are clearly outlined in legal acts such as the Housing Code and the Civil Code. Procedures for contract termination, amendments, and measures applicable in cases of violations by either party are also regulated by law.

These legal provisions in Uzbekistan are clear and strictly defined, ensuring fair and effective solutions for various situations that may arise during the leasing process. Additionally, a good understanding of the content and conditions of a rental agreement plays a key role in preventing disputes and undesirable situations.

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