

**Information, Counselling and Legal Assistance Programme
in the occupied Palestinian territory**

April 2015

**Fact Sheet 7:
Rental Rights and Responsibilities in Gaza
Gaza Housing, Land and Property Rights Series**

The following information is provided as part of a series of eight fact sheets on Housing, Land and Property issues in Gaza. The fact sheets are intended to inform persons displaced in the latest Gaza conflict about their housing rights. The sheets are also designed to help agencies assisting displaced persons with their transitional shelter needs, as well as policy- and decision-makers planning how to address the shelter needs of beneficiaries.



The Italian compound in Gaza City was destroyed in the final days of the most recent military escalation. Residents have been forced to seek alternative accommodation, many resorting to temporary rental arrangements, 2014. Photo: NRC.

1. Background

The 51-day Israeli military offensive in July and August 2014 caused large-scale destruction across the Gaza Strip, leaving 16,000 housing units totally destroyed or uninhabitable and displacing more than 108,000 people. Some 11,000 displaced people currently live in United Nations Relief and Works Agency for Palestinian refugees (hereinafter 'UNRWA')-administered shelters, while others are hosted by relatives or have sought other transitional shelter solutions.

While the residents of the Gaza Strip wait for the reconstruction process to begin, the provision of temporary transitional solutions is well on its way. Humanitarian agencies have provided rental subsidies to Internally Displaced Persons (hereinafter 'IDPs'), allowing them to seek alternative accommodation until permanent shelter solutions are available. However, this temporary option has proven insufficient, as the number of available rental units in the Gaza Strip does not meet demand. The Shelter Cluster in Palestine, a body supporting humanitarian shelter coordination at a country level, estimated that while some 20,000 households are in need of temporary shelter solutions, the number of available housing units on the rental market is limited to around 1,000 units.

Some 10,700 families displaced from their homes as a result of the most recent military offensive in Gaza conflict have received rental subsidies. Most of the families have moved into rental units, many for the first time. Without knowledge of their rights as tenants many of those beneficiaries remain in a vulnerable situation.

2. Legal framework for Rental Contracts

Rent Law No. 5 of 2013, which entered into force on 16 June 2013, applies to all types of commercial and residential property leases for duration of longer than one month in the Gaza Strip. There are some exceptions for different properties governed by other laws, such as those concerning *Waqf* property and state or public land in accordance with Article 2, paragraph 2 of Rent Law No. 5 of 2013.

The new law applies to all rental leases entered into *after* 16 August 2013 in accordance with Article 13 of the Rent Law No. 5 of 2013. However, the new law also extended the operation of leases entered into *before* the date of the new law. Residential leases were extended by three years and commercial leases were extended by five years under the old law. Disputes in relation to leases under the old law will be handled under the provisions of the old law, not the new law.

There are some significant differences between the new and old rental law. Whereas under the old law, leases were automatically extended on the same terms unless the landlord objected or required a new contract, leases under the new law will not automatically be extended. The new law provides greater protection for landlords.

3. Key Elements of a Valid Rental Lease

The lease agreement between the tenant and the property owner must be in writing and signed by both parties. In addition, the lease agreement must contain key elements, such as the name of the property owner, the name of the tenants, their nationality, the name of their legal representatives, their address, identification card number, duration of the lease agreement, amount of rent, and property description. If these elements are not present, the lease can be cancelled. Periods of leases usually range from one month to an unlimited number of years.

Recommendation:

- In order to protect the rights of all tenants, it is recommended that women are legally included in the rental agreement as beneficiaries of the rental units by concluding the agreements in the name of both spouses.

4. Registration of Rental Lease

For rental leases entered into before the new law, registration is possible, but not mandatory. For new leases, they must be registered with the registry of deeds at local municipalities; else the landlord will be subject to a fine.

5. Responsibilities of the Landlord

The landlord is responsible for ensuring that the apartment remains in a safe and habitable condition. The landlord must carry out major repairs to the property, must not interfere with the use of the premises by the tenant, and must register the lease contract if made after the entry into force of the new law at the registry of deeds at the local municipality.

6. Responsibilities of the Tenant

The tenant is responsible for ensuring that the rent is paid on time, must maintain the rental property in good condition, use the rental property only for the intended purpose and return the property to the landlord at the end of lease agreement. Otherwise, the tenant will be responsible to provide a compensation equal to the rent fee and any other damages to the landlord.



Gaza City, 2013. Photo: NRC.

7. Other Concerns

The tenant is usually responsible for paying the utility services for the premises (including water, electricity, and sanitation) unless agreed otherwise. As the new law does not extend the application of the lease agreement to renewals of the lease, in theory, the landlord can raise the rent each and every time the old lease ends and a new lease is agreed up for the same premises.

8. Eviction of Tenants by Landlords

A landlord can ask a court to evict a tenant in five situations, namely:

1. If the tenant fails to pay the rent without a reasonable excuse;
2. If the tenant subleases the property, leaves it for others, or changes the structure of the property without the permission of the landlord;
3. If the landlord wants to renovate, repair or expand the size of the property;
4. If the property is within the personal housing unit of the landlord and the landlord wants the premises for himself, his wife, his parents, children or any person under his or her guardianship; and,
5. When the lease is at an end.

9. Rental Dispute Resolution

There are different ways of resolving rental disputes. Most disputes are resolved between the parties or through the mediation of third parties. In some cases, lawyers can help resolve disputes. Rental disputes can also be taken to courts. According to Article 39 of the Palestinian Code for Civil and Commercial Procedures No. 2 of 2001, the Magistrate Court is the competent court to deal with cases regarding evictions from leased premises.



Al-Shuja'iyya neighbourhood, east of Gaza City, 2015. Photo: NRC.

10. NRC Assistance

Through its Legal Aid Centre in Gaza City, as well as Mobile Legal Clinics throughout the Gaza Strip, NRC provides free legal assistance and advice with housing, land and property issues. Legal advice is provided by qualified lawyers on a confidential basis. NRC can also assist with resolution of disputes.

For further information or to make an appointment to see an NRC lawyer, please contact the NRC Legal Aid Centre on +970(0)82860218 or send an email to Elisabeth Koek, ICLA Project Coordinator at elisabeth.koek@nrc.no.

The information provided in this document is provided by way of legal background information only and should not be relied upon by organisations or individuals in taking legal action in such cases. Individual legal advice should be sought in relation to the particular circumstances of each case. This advice should be sought from a practitioner with experience in the field, as there are significant discrepancies between the law and what is being applied in practice. In every case, the various legal possibilities and consequences should be explained to the beneficiary, community, humanitarian organisation or service provider.



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