

Diwan of the Royal Court

Muscat Municipality

Local Ordinance No: 72/2008

**Concerning the amendment of some rules arranging the relationship
Between the Landlords of residential , Commercial and Industrial premises
And the Registration of their Tenancy Contracts issued under Royal Decree No: 6/89**

We, Sultan Qaboos Sultan of Oman

After perusal of the General Apparatus of the State issued under Royal Decree No: 101/96, and the Royal Decree No: 6/98 concerning arranging the relationship between the Landlords of residential , Commercial and Industrial premises and the registration of the tenancy Contracts in connection with them,

We decreed the following

- First Article** : The amendments attached to the rules arranging the relationship between the Landlords of residential , Commercial and Industrial premises and the registration of the tenancy Contracts in connection with them, issued under Royal Decree No: 6/96 above-mentioned.
- Second Article** : This cancels all that differs or contradicts the rules of this Decree.
- Third Article** :The Council of Ministers takes the required measures to promote the investment in real estates for the purpose of creating the balance required between offer an demand and to enable the citizens with average and limited incomes- to acquire a suitable residence.
- Fourth Article** : This Decree is to be published in the Official Gazette and will be in effect on the next day of its publication.

Issued on: 4th Jumaada Al Oola 1429 H

Corresponding to: 20th May 2008 AD

**Sultan Qaboos Bin Said Sultan
of Oman**

Official Gazette No: (861)

b) If the rented premise is used or allowed to be used for another purpose apart from the original purpose it had been rented or if its use was damaging to the premise or to public health or in a disturbing way or violating the laws and against public ethics.

c) if the Tenant rented the rented premise or waived it to another person without a written permission from the landlord, and exception to Commercial, occupational and industrial premises, they may be waived fully for the tenancy agreement.

d) If the landlord needed to occupy the rented premise to use it as a residence for himself or will be occupied by one of his relatives from the first or second degree and him or his relative has not another vacant premise which meets that purpose.

And if he had many premises, so he can choose any of them and provided that he gives the Tenant the period of six months at least to vacate. And if the landlord did not occupy the premise during three months without any acceptable reason or if he occupied it for a period less than one year, the law allows the Tenant to occupy the same premise with the same previous rent.

And the rule of this article applies to the premises rented for Commercial, industrial and occupational purposes if the landlord needed to occupy the rented premise by himself only.

b) If the qualified Municipality decided to demolish the rented premise if it became bound to fall or upon the request of the Landlord to re-construct it.

c) And it is not possible to vacate the rented premise only after the issue of a permit for demolition or reconstruction, and the Tenant is given a period of time not beyond 3 months to vacate if the demolition is due to the purpose of reconstruction, provided that the period starts from the date of notifying the tenant about the issue of the permit.

**Amendments of some rules arranging the relationship
between the Landlords of residential, Commercial and Industrial premises
And the Registration of their Tenancy Contracts**

First : Replaced by the texts of articles (6, 7 and 12) under the following above-mentioned laws:

Article (6) It is not allowed to increase the rent of the rented residential, Commercial and Industrial and other premises only after the expiry of three years from the date of the start of the Tenancy agreement or after the last increase under the Tenancy agreement, provided that the percentage shall not exceed (7%), Seven per cent per year after this period, from the value of the fixed period in the Tenancy agreement.

And exception made to the above paragraph, the Landlord may

at any time increase the rent if the Tenant asked to make some changes or additions to the premise, and the Landlord had implemented them, taking into consideration that the increase of the rent is suitable with the cost of the improvements and changes which had been implemented.

Article (7) : Exception from the Text of article (6 repeated), the Landlord may – before the expiry of the period of the Tenancy agreement-ask the tenant to vacate the rented premise in the following cases:

- a) If the tenant fails to pay the rent under the agreement in accordance with the terms of the Tenancy agreement within fifteen days from the date it has become due for payment, and no decision to vacate is decided, if the Tenant before the settlement of the dispute by paying the rent due with all the litigation expenses incurred by the Landlord. And if the delay to pay without any reasonable excuse by the Tenant, it was then possible to decide to vacate.

Article (12) Repeated

- a- The electricity bills, water bills, telephone and sanitary drainage bills and other services shall be registered in the name of the Tenant after submitting the approved Tenancy agreement by the qualified Municipality.
- b- The Tenant undertakes to pay the value of The electricity bills, water bills, telephone and sanitary drainage bills, the Municipality fees and any other fees as by Law and that starting from the date of reception of the rented premise until the date of its delivery to the Landlord unless otherwise agreed.

Second : The following articles will be added to the above rules:

Article (1) Repeated : In applying these rules, the following words and expressions shown opposite to each of them unless

otherwise required by the context of the text:

Qualified Municipality :The Municipality where the rented premise is located within the circle of its qualifications.

The Landlord: : The owner of the rented premise or his authorized agent by Law to sign the Tenancy agreement.

The rented premise : The house or the Commercial or industrial or occupational premise and its attached utilities in accordance with these rules.

Rent : The value of the rent of the rented premise stipulated under the Tenancy agreement

Tenancy Agreement /Contract : The Contract made between the Tenant and the Landlord in accordance with articles (2) and (4) under these rules.

Article (5) Repeated : The Council of Ministers- if required- forms a committee for the organization of rents and fix its specializations and the mechanism of its activity.

Article (6) Repeated : The Landlord may not ask the Tenant to vacate the rented premise before the expiry of four years from the date of the start of the Tenancy agreement if the premise is under a Tenancy agreement for residence , and seven years if under a Tenancy agreement for a Commercial , occupational or industrial agreement , and if the Landlord desires – after the expiry of the period- not renew the Tenancy agreement he shall give notice to the Tenant in that respect before the expiry of the tat least before three months.

Article (6) Repeated(1) : This Tenancy agreement is valid until the expiry of the period agreed upon between its parties and is automatically renewed within the period in which the Landlord may not ask to vacate, unless he gives written notice to the Tenant as to his desire to see the rented premise vacated and that before the expiry of the period of the Tenancy agreement three months at least.

Article (7) Repeated(1) : The Tenant shall pay the rent value stipulated under the Tenancy agreement within fifteen days from the date of its due payment against a receipt showing payment unless otherwise required by the Tenancy agreement, and the receipt is considered as payment for a specific period as evidence for payment of the previous periods unless otherwise proved, and if the fixed date of payment is not stipulated under the Tenancy agreement, the due rent value to be paid in advance in the beginning of the month, and if the Landlord refuses to accept to receive the rent or did not fix a place for the payment, the Tenant may deposit the rent value in the name of the Landlord at the secretariat of the qualified Court, and the receipt of deposit will be considered as a bond of release of the tenant as to the amount of the rent value deposited, and the Tenant as well as the secretariat of the qualified Court shall give notice to the Landlord about the deposit of the rent, and the Tenant may not withdraw what he had deposited only upon the approval of the Landlord or the permission of the qualified Court.

Article (7) Repeated(2) : The Landlord shall notify in writing in the case of the property of the rented premise passed to another owner, and in this case, the Tenant shall pay the rent

to the new Landlord starting from the date of the registration of the property at the Real Estate registration Secretariat at the Ministry of Housing.

And the new Landlord is not allowed to increase the rent or terminate the Tenancy agreement only in accordance with the rules stipulated in the previous articles, and all the legal effects of the Tenancy agreement pass to the new Landlord.

Article (9) Repeated : The Tenant undertakes to deliver the rented premise valid to achieve the purpose of its rent, and if the rented premise failed to be valid for the purpose of the rent or if the Landlord failed to deliver the rented premise, the Tenant may ask the qualified Court to cancel the Tenancy agreement and decide on the Landlord to return the paid rent.

Article (15) : Should any dispute arises as to the rent relationship is governed by the Court where the rented premise is located within its qualifications and its decisions are bound to immediate implementation.

Third : The words (Contract) and (the Contract) will be substituted by the words (Tenancy/Rent agreement) the word (Rent value), and the words (place) and (estate) the expression (rented premise) wherever it is mentioned under these rules.

Official Gazette Issue No: 861