

Nagħti l-kunsens tiegħi.

(L.S.)

GEORGE HYZLER  
Agent President

19 ta' Ġunju, 2009

**ATT Nru. X ta' l-2009**

*ATT biex jemenda l-Kodiċi Ċivili, Kap. 16*

IL-PRESIDENT, bil-parir u l-kunsens tal-Kamra tad-Deputati, imlaqqgħa f'dan il-Parlament, bl-awtorità ta' l-istess, hareġ b'ligi dan li ġej:-

**1.** It-titolu fil-qosor ta' dan l-Att hu l-Att ta' l-2009 li jemenda l-Kodiċi Ċivili, u għandu jinqara u jiftiehem haġa waħda mal-Kodiċi Ċivili, hawn iżjed il-quddiem f'dan l-Att imsejjaħ "il-Kodiċi". Titolu fil-qosor.

**2.** Minflok l-artikolu 1525 tal-Kodiċi, għandu jidhol dan l-artikolu ġdid li ġej:- Sostituzzjoni ta' l-artikolu 1525 tal-Kodiċi.

"1525. (1) Il-kuntratt ta' kiri, sew ta' haġa kemm ta' xogħol, jista' jsir sew b'kitba kemm bil-fomm, iżda l-kuntratt ta' kiri ta' fond urban u ta' dar għall-abitazzjoni u ta' fond kummerċjali li jsir wara l-1 ta' Jannar, 2010 għandu jsir bil-kitba.

Il-Bord li Jirregola l-Kera (hawn aktar 'il quddiem f'dan it-titolu msejjaħ "il-Bord tal-Kera") maħtur bis-saħħa ta' l-Ordinanza li tirregola t-Tiġdid tal-Kiri ta' Bini għandu kompetenza esklussiva li jiddeċiedi kwistjonijiet konnessi ma' kuntratti ta' kiri ta' fond urban u ta' dar għall-abitazzjoni

u ta' fond kummerċjali. Kirjiet oħra jaqgħu taħt il-kompetenza tal-qrati ta' ġurisdizzjoni ċivili u fil-każ ta' raba taħt il-Bord dwar il-Kontroll tal-Kiri tar-Raba maħtur bid-disposizzjonijiet ta' l-Att dwar it-Tigdid ta' Kiri ta' Raba'.

Kap. 199.

Poter li jiġbor informazzjoni u *data*.

Il-Bord tal-Kera għandu l-poter jitlob informazzjoni u dokumenti minn entitajiet, dipartimenti u awtoritajiet tal-gvern kif ukoll istituzzjonijiet oħra biex ikun jista' jaqdi l-funzjonijiet tiegħu għall-fini ta' dan il-Kodiċi.

(2) Id-disposizzjonijiet ta' dan it-Titolu, sakemm ma jkunx gie hekk indikat speċifikament f'dan it-Titolu, ma jgħoddux għall-kiri ta' raba' li għandu jibqa' jiġi regolat bid-disposizzjonijiet ta' l-Att dwar it-Tigdid ta' Kiri ta' Raba'.

(3) Għall-finijiet ta' dan it-Titolu:

“fond kummerċjali” tfisser fond urban li mhuwiex dar residenzjali u li hu mikri primarjament sabiex minnu issir attività għal skopijiet ta' qligħ u fost oħrajn jinkludi, ufficċju, klinika, fond mikri għall-bejgħ ta' oġġetti jew merkanzija bl-ingrossa jew bl-imnut, posta fis-suq, maħzen u fond b'licenza għall-bejgħ ta' oġġetti, imbejjed, spiriti jew hwejjeg ta' ikel jew ta' xorb, sala għal rappreżentazzjoni jew fond ieħor prinċipalment użat għal xi arti, sengħa jew professjoni:

Iżda fond mikri lil soċjetà jew mikri lil entità mużikali, filantropika, soċjali, sportiva jew politika, użat bħala każin, ma għandux jitqies bħala fond kummerċjali anke jekk parti minnu hi utilizzata għal skop ta' qligħ;

“każin” tfisser kull każin reġistrat bħala hekk mal-Kummissarju tal-Pulizija skond id-disposizzjonijiet xierqa tal-liġi.”.

Sostituzzjoni ta' l-artikolu 1527 tal-Kodiċi.

**3.** Minflok l-artikolu 1527 tal-Kodiċi, għandu jidhol dan l-artikolu ġdid li ġej:-

“Meta hu null il-kiri li jsir minn wiehed mill-kompussessuri.

1527. (1) Il-kiri ta' fond urban, dar għall-abitazzjoni jew fond kummerċjali li jkun fil-pussess ta' aktar min persuna waħda għandu jsir mill-kompussessuri iżda mingħajr ħsara għad-disposizzjonijiet ta' l-artikolu 1530.

(2) Fil-każ meta wieħed mill-kom-pussessuri jkun ukoll jokkupa l-fond ko-pussedut, jekk il-partijiet jiftiehem li jsir kuntratt ta' kiri, dan għandu jsir permezz ta' kuntratt bil-miktub bejn il-kom-pussessuri kollha minn naħa l-waħda u min jokkupa l-fond minn naħa l-oħra; u minn hemm 'il quddiem dik il-persuna titqies bħala inkwilina, skond il-pattijiet u l-kondizzjonijiet ta' kuntratt ta' kera, waqt li ma titlifx id-drittijiet tagħha bħala kom-pussessur:

Izda dan is-subartikolu għandu jkun mingħajr preġudizzju għad-disposizzjonijiet tat-*Titolu V* tat-*Tieni Ktieb*, *Taqsim*a I ta' dan il-*Kodiċi*.

(3) Il-kiri li jsir minn wieħed mill-kom-pussessuri ta' fond urban, dar ta' abitazzjoni jew fond kummerċjali mingħajr awtorizzazzjoni b'sentenza tal-Bord tal-Kera, jew fil-każ ta' mobbli mingħajr awtorizzazzjoni tal-Qorti kompetenti, jew mingħajr il-kunsens ta' xi wieħed mill-kom-pussessuri l-oħra, jista' fuq talba ta' wieħed minn dawn il-kom-pussessuri l-oħra, jiġi annullat, kemm-il darba din it-talba ssir fi żmien xahrejn minn dakinhar li dan il-kom-pussessur l-ieħor ikun sar jaf b'dak il-kiri.”.

**4.** Minflok l-artikolu 1528 tal-*Kodiċi*, għandu jidhol dan l-artikolu ġdid li ġejj—

Sostituzzjoni ta' l-artikolu 1528 tal-*Kodiċi*.

“Meta l-bord jew il-qorti jistgħu jagħtu l-awtorizzazzjoni.

1528. (1) Il-Bord tal-Kera jista', fuq talba magħmula b'rikors ta' wieħed mill-kom-pussessuri tal-fond urban, tad-dar għall-abitazzjoni jew tal-fond kummerċjali, jagħti l-awtorizzazzjoni biex isir il-kiri tal-fond urban, tad-dar għall-abitazzjoni jew tal-fond kummerċjali, meta jinsab illi l-fond ikun tajjeb biex jinkera u li l-kiri propost ikun ta' ġid, u li ma jinsabx li xi wieħed mill-kom-pussessuri l-oħra jkollu raġuni tajba biex jopponi dak il-kiri:

Izda fil-każ ta' kiri ta' mobbli għandu japplika dak kollu msemmi f'dan is-subartikolu, iżda għandhom ikunu l-qrati ta' ġurisdizzjoni ċivili li jkollhom kompetenza.

(2) Id-disposizzjonijiet tas-subartikolu (1) jgħoddu wkoll meta wieħed mill-kom-pussessuri jkun assenti, u ma tkun waslet ebda aħbar lill-Bord tal-Kera

fil-każ ta' kiri ta' fond urban, dar ta' abitazzjoni jew fond kummerċjali (jew lill-Qorti f'każ ta' kiri ta' mobbli u haġiet oħra skond il-każ) dwar jekk l-assenti għadux ħaj, jew dwar fejn jinsab.”.

Sostituzzjoni ta' l-artikolu 1529 tal-Kodiċi.

**5.** Minflok l-artikolu 1529 tal-Kodiċi, għandu jidhol dan l-artikolu ġdid li ġej:-

“1529. Il-kom-pussessur li jkun ta bi kliem ġenerali, il-kunsens tiegħu għall-kiri tal-ħaġa, jew illi, kontra l-oppożizzjoni tiegħu, il-Bord tal-Kera jew il-qorti skond il-każ ikun ta, bi kliem ġenerali l-awtorizzazzjoni għall-kiri tal-ħaġa, jista', b'dan kollu, jeżerċita l-jedd ta' preferenza msemmi fl-artikoli 1591, 1592 u 1593 kemm-il darba huwa ma jkunx b'xi mod irrinunzja għal dak il-jedd.”.

Emenda ta' l-artikolu 1530 tal-Kodiċi.

**6.** Fis-subartikolu (2) ta' l-artikolu 1530 tal-Kodiċi, minflok il-kliem “għaž-żmien li jmiss kif msemmi hawn fuq, u” għandhom jidhlu l-kliem “għaž-żmien xieraq, u”.

Sostituzzjoni ta' l-artikolu 1531 tal-Kodiċi.

**7.** Minflok l-artikolu 1531 tal-Kodiċi, għandhom jidhlu dawn l-artikoli ġodda li ġejjin:-

“Meta l-awtorità kompetenti tagħti awtorizzazzjoni għall-ġħoti ta' kiri għal żmien itwal.

Rekwiziti ta' kuntratt ta' kiri bil-miktub.

1531. Id-disposizzjonijiet ta' l-aħħar artikolu qabel dan dwar iż-żmien limitat tal-kiri ma jgħoddux meta l-kiri għal żmien itwal ikun ġie miftiehem bl-awtorizzazzjoni ta' l-awtorità kompetenti skond il-liġi.

1531A. (1) Għar-rigward ta' kirja ta' fond urban u ta' dar għall-abitazzjoni u ta' fond kummerċjali li jsiru wara l-1 ta' Jannar, 2010, il-kuntratt ta' kiri għandu jkun bil-miktub u jstipula:

- (a) il-fond li ser jinkera;
- (b) l-użu miftiehem;
- (ċ) iż-żmien li għalih dak il-fond ikun ser jinkera;
- (d) jekk dan il-kera jstax jiggedded u kif;

(e) kif ukoll l-ammont ta' kera u l-mod kif dan għandu jithallas.

(2) Fin-nuqqas ta' wieħed jew aktar minn dawn ir-rekwiziti essenzjali, il-kuntratt ikun null.

(3) Il-kirja ta' fond urban, dar għall-abitazzjoni u fond kummerċjali li ssir wara l-1 ta' Jannar, 2010 għandha tkun regolata esklussivament bil-kuntratt ta' kera u bl-artikoli ta' dan il-Kodiċi.

Kuntratti ta' kera ta' qabel l-1 ta' Ġunju, 1995.

1531B. Għal kirja li kienet fis-seħħ qabel l-1 ta' Ġunju, 1995, għandha tibqa' tghodd il-liġi kif kienet fis-seħħ qabel l-1 ta' Ġunju, 1995, hekk iżda li mill-1 ta' Jannar, 2010 għandhom japplikaw l-artikoli 1531Ċ, 1531D, 1531E, 1531F, 1531G, 1531H, 1531I, 1531J, 1531K, 1531L ta' dan il-Kodiċi.

Kera ta' dar ta' abitazzjoni.

1531Ċ. (1) Għall-kera ta' dar ta' abitazzjoni li kienet fis-seħħ qabel l-1 ta' Ġunju, 1995 għandha tibqa' tghodd il-liġi kif kienet fis-seħħ qabel l-1 ta' Ġunju, 1995 hekk iżda li fin-nuqqas ta' ftehim mod ieħor milhuq bil-miktub wara l-1 ta' Jannar, 2010, ir-rata tal-kera mill-1 ta' Jannar, 2010 għandha, fejn din kienet anqas minn mija u ħamsa u tmenin euro (€185) fis-sena, titla' għal dan l-ammont:

Izda fejn ir-rata ta' kera kienet aktar minn mija u ħamsa u tmenin euro (€185) fis-sena, din għandha tibqa' bir-rata oġġla hekk stabbilita.

(2) F'kull każ imsemmi fis-subartikolu (1) ta' dan l-artikolu ir-rata tal-kera għandha tizdied kull tliet snin b'mod proporzjonali għall-mod li bih ikun żdied l-indiċi ta' l-inflazzjoni skond l-artikolu 13 tal-Ordinanza li Tneħhi l-Kontroll tad-Djar; l-ewwel awment isir fl-1 ta' Jannar, 2013:

B'dan iżda li fejn il-kera tkun fl-1 ta' Jannar, 2010 aktar minn mija u ħamsa u tmenin Euro (€185) fis-sena, u b'kuntratt bil-miktub qabel l-1 ta' Ġunju, 1995 il-partijiet ikunu qablu fuq metodu ta' żjieda fil-kera, wara l-1 ta' Jannar, 2010 iż-żjidiet fil-kera għandhom jibqgħu

jkunu regolati skond dak il-ftehim sakemm jibqa' fis-seħħ.

Kera ta' fond  
kummerċjali.

1531D. (1) Il-kera ta' fond kummerċjali, fin-nuqqas ta' ftehim mod ieħor milhuq wara l-1 ta' Jannar, 2010 jew ta' ftehim bil-miktub li jkun sar qabel l-1 ta' Ġunju, 1995 dwar kirja li tkun għadha fil-perjodu oriġinali tagħha fl-1 ta' Jannar, 2010, għandu fl-1 ta' Jannar, 2010 jiġi miżjud b'rata fissa ta' ħmistax fil-mija fuq il-kera attwali u jibqa' jiġi miżjud kull sena kull l-ewwel ta' Jannar bi ħmistax fil-mija fuq l-aħħar kera bejn l-1 ta' Jannar, 2010 u l-31 ta' Dicembru, 2013.

(2) Il-kera fl-1 ta' Ġunju, 2013 għandu jiġi stabbilit bi qbil bejn il-partijiet. Fin-nuqqas ta' qbil, għandu jittiehed bħala gwida għall-kera l-Indiċi tal-Valur Kummerċjali tal-Proprjetà kif jista' jiġi stabbilit b'regolamenti magħmulin mill-Ministru responsabbli għall-akkomodazzjoni u fin-nuqqas ta' regolamenti, il-kera għandu mill-1 ta' Jannar, 2014 jogħla b'ħamsa fil-mija fis-sena sad-dhul fis-seħħ ta' l-imsemmija regolamenti.

(3) Fil-każ ta' fond kummerċjali, jekk kien hemm ftehim għal żjidiet perjodiċi bejn il-partijiet, dan il-ftehim għandu jibqa' japplika mingħajr iż-żjidiet kontemplati f'dan il-artikolu:

Iżda, barra mill-każijiet fejn iż-żjieda fil-kera jkun sar bi qbil, fejn tiġi applikata iż-żjieda kif proposta hawn qabel għal fondi kummerċjali, l-inkwilin jista' permezz ta' ittra ufficjali mibgħuta lil sid il-kera jew lil wieħed minn sidien il-kera, jittermina l-kirja billi jagħti pre-avviż ta' tliet xhur u dan anke jekk il-kirja tkun għal żmien definit.

Manutenzjoni  
ordinarja  
esterna ta'  
fond mikri.

1531E. Il-manutenzjoni ordinarja esterna ta' kirja li tkun saret qabel l-1 ta' Jannar, 2010, salv ftehim mod ieħor bil-miktub bejn il-partijiet, issir bi spejjeż ta' l-inkwilin u mhux tas-sid.

Tifsira ta'  
inkwilin  
ta' fond  
residenzjali.

1531F. Fil-każ ta' kirja ta' dar użata bħala residenza ordinarja li tkun saret qabel l-1 ta' Ġunju,

1995 għandha tiġi meqjusa bħala inkwilin dik il-persuna li tkun qed tokkupa l-fond b'titolu validu ta' kera fl-1 ta' Ġunju, 2008 kif ukoll żewġha jew martu jekk jgħixu flimkien u mhux separat jew separata legalment; meta jmut l-inkwilin il-kirja għandha tiġi terminata:

Iżda wkoll persuna tkompli il-kirja wara l-mewt ta' l-inkwilin bl-istess kondizzjonijiet ta' l-inkwilin jekk fl-1 ta' Ġunju, 2008 -

(i) tkun il-wild naturali jew legali tal-inkwilin u tkun ilha toqgħod ma' l-inkwilin għal erba' snin mill-aħħar ħames snin; u wara l-1 ta' Ġunju, 2008 tibqa' tgħix ma' l-inkwilin sad-data tal-mewt tiegħu:

Iżda f'każ li jkun hemm aktar minn wild wieħed li jkunu ilhom joqgħodu ma' l-inkwilin għal erba' mill-aħħar ħames snin qabel l-1 ta' Ġunju, 2008 u jkunu baqgħu jgħixu ma' l-inkwilin sad-data ta' mewtu, dawk l-ulied kollha jkomplu l-kirja *in solidum*; din il-kirja ma testendix għal mart, żewġ jew ulied il-wild tal-inkwilin, jew

(ii) tkun xi hadd mill-aħwa ta' l-inkwilin, li fid-data tal-mewt ta' l-inkwilin ikollu ħamsa u erbgħin sena jew aktar, jew mill-aħwa tar-raġel ta' l-inkwilina jew tal-mara ta' l-inkwilin li jkollu ħamsa u erbgħin sena jew aktar, u f'kull każ tkun ilha toqgħod ma' l-inkwilin għal erba' snin mill-aħħar ħames snin qabel l-1 ta' Ġunju, 2008 u wara dik id-data tibqa' tgħix ma' l-inkwilin sad-data ta' mewtu:

Iżda f'każ li jkun hemm aktar aħwa minn wieħed li jkollhom 'il fuq minn ħamsa u erbgħin sena u jkunu ilkoll ilhom joqgħodu ma' l-inkwilin għal erba' mill-aħħar ħames snin qabel l-1 ta' Ġunju, 2008 u jkunu baqgħu jgħixu miegħu sad-data ta' mewtu, dawk l-aħwa kollha jkomplu il-kirja *in solidum*; din il-kirja ma testendix għal mart, żewġ jew ulied l-aħwa, jew

(iii) ikun il-wild naturali jew legali ta' l-inkwilin u jkun iżgħar minn ħames snin u wara l-1 ta' Ġunju, 2008 ikun baqa' jgħix ma' l-inkwilin sad-data ta' mewtu, jew

(iv) tkun axxendent naturali jew legali ta' età ta' iktar minn ħamsa u erbgħin sena u għexet ma' l-inkwilin għal perjodu ta' erbgħa mill-aħħar ħames snin qabel l-1 ta' Ġunju, 2008 u tkun baqgħet tgħix ma' l-inkwilin sa mewtu; din il-kirja ma testendix għal mart, żewġ jew ulied l-axxendent:

Izda fejn ma' l-inkwilin fid-data tal-mewt tiegħu jkun hemm numru ta' tfal, aħwa, jew axxendenti li jkunu kollha jissodisfaw il-kriterji tal-paragrafi (i), (ii), (iii) jew (iv), daww il-persuni kollha għandu jkollhom il-jedd li jkomplu l-kirja *in solidum* bejniethom:

Izda wkoll, persuna m'għandhiex titqies li ma kenitx tgħix ma' l-inkwilin biss għar-raġuni li hija kienet temporanjament assenti mid-dar tal-inkwilin minhabba htigijiet ta' xogħol, studju jew kura medika:

Bla ħsara għal dak provdut f'dan l-artikolu, persuna m'għandux ikollha dritt tkompli il-kirja wara l-mewt ta' l-inkwilin jekk ma tissodisfax il-kriterji ta' test tal-mezzi stabbilit skond regolamenti li jista' joħroġ il-Ministru responsabbli għall-akkomodazzjoni minn żmien għal żmien.

Persuna li ma tikkwalifikax bħala inkwilin.

1531G. Fil-każ ta' persuni li, għalkemm ma kenux jikkwalifikaw għall-kontinwazzjoni tal-kirja bil-kriterji msemmija fl-artikolu 1531F izda qabel l-1 ta' Ġunju, 2008 kienu jgħixu ma l-inkwilin u baqgħu jgħixu ma l-inkwilin sal-mewt ta' l-inkwilin, dawn ikollhom dritt li jkomplu l-kirja bil-mod segwenti:

(a) jekk il-persuna ma tilhaqx il-kriterju tat-test tal-mezzi kif hawn qabel imsemmi, f'kull każ il-kirja titkompla għall-perjodu ta' mhux aktar minn tliet snin mid-data tal-mewt ta' l-aħħar inkwilin li

jibqa' ħaj, b'kera li jkun id-doppju ta' dak li kien iħallas l-aħħar inkwilin;

(b) jekk il-persuna ma tikkwalifikax taħt il-kriterji l-oħra, li mhumiex it-test tal-mezzi, il-kirja titkompla għal perjodu ta' mhux aktar minn ħames snin mid-data tal-mewt ta' l-aħħar inkwilin li jibqa' ħaj, b'kera li jkun id-doppju ta' dak li kien iħallas l-aħħar inkwilin.

Fond mikri  
bħala garaxx  
jew  
utilizzat bħala  
villeġġatura.

1531H. (1) Fil-każ ta' garaxxijiet mikrija qabel l-1 ta' Ġunju, 1995 li ma jiffurkaw parti minn dar mikrija lill-inkwilin bħala residenza ordinarja u li mhumiex meqjusa bħala fond kummerċjali, fin-nuqqas ta' ftehim li jgħid mod ieħor ma jkun hemm ebda dritt ta' tiġdid tal-kirja wara l-1 ta' Ġunju, 2010.

(2) Fil-każ ta' fond mikri qabel l-1 ta' Ġunju, 1995 li jkun utilizzat bħala villeġġatura li ma tkunx ir-residenza ordinarja fin-nuqqas ta' ftehim li jgħid mod ieħor, ma jkun hemm ebda dritt ta' tiġdid tal-kirja wara l-1 ta' Ġunju, 2010:

Izda ebda inkwilin għall-iskop ta' dan it-Titolu m'għandu jitqies li jkollu aktar minn dar ta' residenza ordinarja waħda.

Tifsira ta'  
inkwilin  
ta' fond  
kummerċjali.

1531I. Fil-każ ta' fond kummerċjali mikri qabel l-1 ta' Ġunju, 1995, bħala inkwilin għandha tiġi meqjusa dik il-persuna li tkun qed tokkupa l-fond b'titolu validu ta' kera fl-1 ta' Ġunju, 2008 kif ukoll żewġha jew martu jekk jgħixu flimkien u jekk mhux separat jew separata legalment kif ukoll wara l-mewt ta' l-imsemmi inkwilin, l-eredi tiegħu li jkunu jiġu minnu mid-demmi jew biż-żwieġ sal-grad ta' kuġini inklussivament:

Izda l-kera ta' fond kummerċjali li jkun beda qabel l-1 ta' Ġunju, 1995 għandu f'kull każ jintemm fi żmien għoxrin sena li jibdeu jgħaddu mill-1 ta' Ġunju, 2008 sakemm ma jkunx sar kuntratt ta' kiri li jstipula żmien determinat. Meta kirja li tkun bdiet qabel l-1 ta' Ġunju, 1995 tkun mogħtija għal żmien determinat u fl-1 ta' Jannar, 2010 ikun għadu għaddej iż-żmien originali

*di fermo* jew *di rispetto* u ma tkunx għadha giet imġedda awtomatikament bil-liġi, allura f'dak il-każ għandhom japplikaw dak il-perjodu jew perjodi determinati fil-kuntratt. Kuntratt li jkun sar qabel l-1 ta' Ġunju, 1995 u li jibqa' jiġġedded awtomatikament jew fid-diskrezzjoni unika ta' l-inkwilin, għandu jiġi meqjus daqs li kieku hu wieħed għal żmien indeterminat u b'hekk jiġi jintemm fi żmien għoxrin sena li jibdew għaddejjin mill-1 ta' Ġunju, 2008.

Fondi mikrija minn kull tip ta' każini.

1531J. Fil-każ ta' fond mikri lill-entità u wżat bħala każin qabel l-1 ta' Ġunju, 1995 inkluż iżda mhux limitat għal entità mużikali, filantropika, soċjali, sportiva jew politika, meta l-kirja tkun mogħtija għal żmien determinat u fl-1 ta' Jannar, 2010 ikun għadu għaddej iż-żmien originali *di fermo* jew *di rispetto* u ma tkunx għadha giet imġedda awtomatikament bil-liġi, f'dak il-każ għandu japplika dak iż-żmien determinat fil-kuntratt. Fil-każijiet l-oħra kollha meta l-kirja tkun saret qabel l-1 ta' Ġunju, 1995 għandha tibqa' tgħodd il-liġi u d-definizzjonijiet kollha kif kienu fis-seħħ qabel l-1 ta' Ġunju, 1995:

Izda minkejja kull haġa li hemm fil-liġi kif kienet fis-seħħ qabel l-1 ta' Ġunju, 1995, il-Ministru responsabbli għall-akkomodazzjoni jista' joħroġ regolamenti minn żmien għal żmien biex jirregola l-kondizzjonijiet tal-kirjiet ta' każini sabiex jinstab bilanc ġust bejn id-drittijiet tas-sid, ta' l-inkwilin u l-interess pubbliku.

Fond użat kemm għall-abitazzjoni kif ukoll bħala fond kummerċjali.

1531K. Fil-każ ta' fond mikri qabel l-1 ta' Ġunju, 1995 li huwa wżat kemm għall-abitazzjoni kif ukoll bħala fond kummerċjali u li għalih jithallas kera wieħed, dan għandu jitqies bħala fond ta' abitazzjoni u għalih għandhom jgħoddu r-regoli ta' dan l-artikolu li jirrigwardaw fond għall-abitazzjoni:

Izda –

(a) għar-rigward tar-rata tal-kera, il-kera għandu jkun dak stabbilit għal fond kummerċjali kif inhu stipulat fl-artikolu 1531D;

(b) jekk il-parti kummerċjali ma tibqax tintuża bħala tali, għal dak li jirrigwarda r-rata tal-kera għandu jibqa' japplika l-kera li kien jithallas minnufih qabel ma l-użu tal-parti kummerċjali jkun waqaf; b'dan illi, iż-żjieda fil-kera minn dak iż-żmien, għandha tkun regolata abbażi ta' l-ammont ta' kera li jkun gie stabbilit bl-artikolu 1531Ċ;

(ċ) meta l-kera jogħla skond ir-regolamenti magħmulin kif stipulat fl-artikolu 1531D, iż-żjieda fil-kera għandha titqies biss fuq dik il-parti tal-fond li tkun attwalment tintuża għal skop kummerċjali.

Kirja li dahlet fis-seħħ fi jew wara l-1 ta' Ġunju, 1995.

1531L. Għall-kirjiet li daħlu fis-seħħ fi jew wara l-1 ta' Ġunju, 1995, dawn il-kirjiet, kemm dawk ta' dar ta' abitazzjoni kif ukoll dawk ta' fond kummerċjali, u fondi urbani, għandhom jibqgħu jkunu regolati bil-pattijiet u l-kondizzjonijiet miftiehma bejn il-partijiet u bil-liġi kif kienet fis-seħħ f'dak iż-żmien.

Kirja ta' fondi ohra li tkun saret qabel l-1 ta' Ġunju, 1995.

1531M. Għall-kirjiet li jkunu saru qabel l-1 ta' Ġunju, 1995 ta' fond li m'humiex fondi residenzjali jew fondi kummerċjali, bla ħsara għal dak imsemmi fl-artikolu 1531J fir-rigward ta' każini, għandha tibqa' tgħodd il-liġi u d-definizzjonijiet kollha kif kienu fis-seħħ qabel l-1 ta' Ġunju, 1995:

Izda l-Ministru responsabbli għall-akkomodazzjoni jista' joħroġ regolamenti minn żmien għal żmien biex jirregola dawn il-kirjiet sabiex jinstab bilanċ ġust bejn id-drittijiet tas-sid, ta' l-inkwilin u l-interess pubbliku.”.

**8.** L-artikolu 1532 sħiħ tal-Kodiċi għandu jiġi enumerat mill-ġdid bħala s-subartikolu (1) tiegħu, u minnufih fi tmiem is-subartikolu (1) kif enumerat mill-ġdid, għandu jiżdied dan is-subartikolu ġdid li ġej:-

Emenda ta' l-artikolu 1532 tal-Kodiċi.

“(2) Id-disposizzjonijiet tas-subartikolu (1) ma jgħoddux għall-kirja ta' fond urban, dar ta' abitazzjoni u fond kummerċjali li tiġi fis-seħħ wara l-1 ta' Jannar, 2010.”.

**9.** Minnufih wara s-subartikolu (2) ta' l-artikolu 1533 ta' l-Att prinċipali, għandu jidhol dan is-subartikolu ġdid li ġej:

Emenda ta' l-artikolu 1533 tal-Kodiċi.

“(3) Id-disposizzjonijiet tas-subartikolu (2) ma jgħoddux għall-kirja ta’ fond urban, dar ta’ abitazzjoni u fond kummerċjali li tiġi fis-sehħ wara l-1 ta’ Jannar, 2010.”.

Emenda ta’ l-artikolu  
1534 tal-Kodiċi.

**10.** L-artikolu 1534 sħiħ tal-Kodiċi għandu jiġi enumerat mill-ġdid bħala s-subartikolu (1) tiegħu, u minnufih fi tmiem is-subartikolu (1) kif enumerat mill-ġdid għandu jidhol dan is-subartikolu ġdid li ġej:–

“(2) Id-disposizzjonijiet tas-subartikolu (1) ma jgħoddux għall-kirja ta’ fond urban, dar ta’ abitazzjoni u fond kummerċjali li tiġi fis-sehħ wara l-1 ta’ Jannar, 2010.”.

Emenda ta’ l-artikolu  
1536 tal-Kodiċi.

**11.** L-artikolu 1536 sħiħ tal-Kodiċi għandu jiġi enumerat mill-ġdid bħala s-subartikolu (1) tiegħu, u minnufih fi tmiem is-subartikolu (1) kif enumerat mill-ġdid, għandu jidhol dan is-subartikolu ġdid li ġej:–

“(2) Id-disposizzjonijiet tas-subartikolu (1) ma jgħoddux għall-kirja ta’ fond urban, dar ta’ abitazzjoni u fond kummerċjali li tiġi fis-sehħ wara l-1 ta’ Jannar, 2010.”.

Emenda ta’ l-artikolu  
1540 tal-Kodiċi.

**12.** Minflok is-subartikolu (2) ta’ l-artikolu 1540 tal-Kodiċi, għandu jidhol dan li ġej:–

“(2) Matul il-kiri, sid il-kera għandu jagħmel it-tiswijiet kollha li jsiru meħtieġa, minbarra għal dak li hu bini, it-tiswijiet imsemmija fl-artikolu 1556, jekk ma jkunx intrabat espressament għalihom ukoll.

(3) Għall-finijiet ta’ dan it-Titolu fil-każ ta’ fond urban, dar ta’ abitazzjoni u fond kummerċjali, “tiswijiet strutturali” jitqiesu dawk li għandhom x’jaqsmu mal-binja nnifisha tal-fond, inklużi s-soqfa.

(4) Meta sid il-kera fil-każ ta’ dar ta’ abitazzjoni mikrija qabel l-1 ta’ Ġunju, 1995 jagħmel tiswijiet strutturali li jkunu saru neċessarji mhux b’nuqqas tiegħu, il-kera għandu jiżdied b’sitta fil-mija tal-valur tan-nefqa li tkun saret:

Izda fejn it-tiswijiet strutturali ma jkunux saru meħtieġa minhabba nuqqas ta’ l-inkwilin, l-inkwilin ikollu dritt li jitlob

it-tmiem tal-kirja minkejja li ż-żmien tal-kirja jkun għadu ma għaddiex:

Iżda fil-kazijiet fejn sid il-kera jkun lest li jagħmel dawn it-tiswijiet, l-inkwilin jista' jagħzel li jagħmel it-tiswijiet hu bi spejjeż tiegħu, u b'hekk il-kera jibqa' ma jinbidilx; iżda l-inkwilin f'dan il-kaz ma jkollu ebda dritt għal kumpens, lanqas parzjali, għal dawn it-tiswijiet strutturali meta l-kirja tintemm.”.

**13.** Minflok l-artikolu 1541 tal-Kodiċi, għandu jidhol dan li ġej:—

Sostituzzjoni ta' l-artikolu 1541 tal-liġi prinċipali.

“1541. (1) Jekk sid il-kera, wara li jiġi msejjaħ b'att ġudizzjarju, ma jagħmilx it-tiswijiet li għalihom hu obligat, il-kerrej jista' jitlob, b'rikors, li jiġi awtorizzat li jagħmel dawk it-tiswijiet bi spejjeż ta' sid il-kera, taht dawk il-kondizzjonijiet illi l-Bord tal-Kera, jew il-Qorti jew il-Bord dwar il-Kontroll tal-Kiri tar-Raba', skond il-kaz, ikunu jidhrulu xierqa fiċ-ċirkostanzi.

(2) Il-kerrej għandu jedd li jzomm il-kera dovut jew dak li jkun għad irid jithallas, biex jithallas lura ta' dawk l-ispejjeż, bla ħsara tal-jeddijiet tiegħu għall kull somma akbar, jekk l-ammont ta' dawk l-ispejjeż ikun iżjed minn dak il-kera; f'dan il-kaz sid il-kera ma jkollux dritt li jawmenta l-kera kif msemmi fl-artikolu 1540 (4).”.

**14.** Minflok l-artikolu 1543 tal-Kodiċi, għandu jidhol dan l-artikolu ġdid li ġej:—

Sostituzzjoni ta' l-artikolu 1543 tal-Kodiċi.

“1543. Il-kerrej jista', mingħajr ma jkunu jinhtiegu ebda proċeduri jagħmel bi spejjeż ta' sid il-kera, dawk it-tiswijiet urgenti; u, f'dan il-kaz, jista', biex jithallas lura, iżomm il-kera bħal ma jingħad fl-artikolu 1541:

Iżda l-kerrej għandu, mill-aktar fis li jista' jkun, jgħarraf b'dan lil sid il-kera u jagħtih rapport ta' perit dwar il-htiega tal-għaġla ta' dawk it-tiswijiet u l-valur stmat tagħhom u l-ħsara li jista' jġib id-dewmien:

Iżda wkoll sid il-kera għandu jkun responsabbli li jkompli dawk it-tiswijiet li jkunu bdew taht id-disposizzjonijiet ta' dan l-artikolu.”.

Emenda ta' l-artikolu 1544 tal-Kodiċi.

**15.** Fl-artikolu 1544 tal-Kodiċi, minflok il-kliem “mogħti mill-qorti, il-kerrej” għandhom jidhlu l-kliem “mogħti mill-Bord tal-Kera, jew il-Qorti jew il-Bord dwar il-Kontroll tal-Kiri tar-Raba’ skond il-każ, il-kerrej”.

Żjeda ta' l-artikolu 1548A ġdid mal-Kodiċi.

**16.** Minnufih wara l-artikolu 1548 tal-Kodiċi għandu jżied dan l-artikolu ġdid li ġej:-

“Dritt ta’ aċċess għall-fond mis-sid.

1548A. Waqt li tkun miexja l-kirja ta’ fond urban, dar ta’ abitazzjoni jew fond kummerċjali, is-sid ikollu d-dritt ta’ aċċess għall-fond f’hinijiet u modi miftiehma ma’ l-inkwilin biex jista’ jaqdi l-obbligi tiegħu jew jara li l-inkwilin qieghed jaqdi l-obbligi tiegħu, kif ukoll biex juri l-post lill-akkwirenti prospettivi:

Iżda fin-nuqqas ta’ ftehim bejn il-partijiet, il-Bord tal-Kera jista’, wara li, jekk ikun hemm bżonn, jisma’ lill-partijiet b’mod sommarju, jiffissa granet, hinijiet u kondizzjonijiet, wara rikors magħmul mis-sid għal dan l-iskop. Il-Bord jista’ jagħti digriet waqt is-seduta jew kamerali mingħajr ma jisma’ lill-partijiet. Id-digriet għandu jingħata fi żmien hamest ijiem tax-xogħol mid-data li fih jiġi notifikat l-inkwilin. Il-Bord tal-Kera jista’ jordna li l-ispezzjoni ssir taht is-supervizjoni u fil-preżenza ta’ marixxall tal-Qorti. Il-Bord tal-Kera f’din il-funzjoni għandu wkoll iqis id-dritt għall-privatezza ta’ l-inkwilin u għandu jara li ma jsirx abbuż mid-dritt mogħti lis-sid f’dan is-subartikolu. Id-digriet mogħti f’dan il-każ ma jistax jiġi appellat.”

Emenda ta' l-artikolu 1554 tal-Kodiċi.

**17.** Fis-subartikolu (b) tal-artikolu 1554 tal-Kodiċi, minflok il-kliem “jew stabbilit kif jingħad fl-artikolu 1534” għandhom jidhlu l-kliem “jew kif stabbilit bil-liġi”.

Sostituzzjoni ta’ l-artikolu 1555 u żjeda ta’ l-artikolu 1555A ġdid mal-Kodiċi.

**18.** Minflok l-artikolu 1555 tal-Kodiċi, għandhom jidhlu dawn l-artikoli li ġejjin:-

“Użu hażin tal-ħaġa mikrija.

1555. Jekk il-kerrej jagħmel mill-ħaġa mikrija użu xorta oħra minn dak li għalih ikun miftiehem, jew prezunt skond l-artikolu precedenti, jew b’mod li bih jista’ jgħib ħsara lil sid il-kera, sid il-kera jista’, skond iċ-ċirkostanzi, jitlob il-ħall tal-kirja.

Meta fond ma  
jintużax.

1555A. (1) Fil-każ ta' dar għall-abitazzjoni, in-nuqqas ta' użu għall-abitazzjoni għal perjodu ta' aktar minn tnax-il xahar jitqies bħala użu ħażin tal-ħaġa mikrija skond l-artikolu 1555:

Izda meta persuna ma tkunx użat il-fond mikri lilha minħabba li hija kienet temporanjament assenti mill-fond minħabba f'xogħol, studji jew kura medika, dan ma jitqiesx bħala użu ħażin.

(2) Fejn inkwilin ta' kirja li bdiet qabel l-1 ta' Ġunju, 1995 jiġi rikoverat fi sptar jew f'dar tal-anzjani, fejn l-istituzzjoni tiċċertifika jew fejn jirriżulta b'mod konklussiv li l-istess inkwilin għandu dipendenza permanenti fuq l-istituzzjoni, il-kirja ta' dak il-fond għandha tiġi trasferita lil persuna kif indikata fl-artikolu 1531F:

Izda meta inkwilin ma jibqax jabita fil-fond minħabba d-dipendenza totali fuq l-istituzzjoni kif ċertifikata mill-istess istituzzjoni jew kif jirriżulta mod ieħor u ma jkunx hemm dritt ta' trasferiment tal-kirja kif fuq imsemmi, jew it-trasferiment ma jkunx aċċettat mill-persuna li tkun tikkwalifika, is-sid ikun jista' jitlob il-ħall tal-kirja.

(3) Fil-każ ta' fond kummerċjali, in-nuqqas ta' użu għall-iskop kummerċjali kif joħroġ mill-kuntratt ta' kiri jitqies bħala użu ħażin tal-ħaġa mikrija skond l-artikolu 1555.

(4) Id-disposizzjonijiet ta' l-artikolu 1555 jgħoddu wkoll fil-każ ta' raba', jekk il-kerrej ma jkunx baqa' jaħdmu, jew ma jaħdmux ta' missier tajjeb tal-familja, u sid il-kera jista' b'dan ibati ħsara li għaliha ma tkun ingħatat ebda garanzija.

(5) F'kull wieħed mill-każijiet hawn qabel imsemmija, hlief fil-każijiet fejn l-inkwilin jitlef il-kirja minħabba f'rikoveru f'istituzzjoni, il-kerrej hu obligat ukoll għall-ħlas tad-danni.”.

Sostituzzjoni ta' l-artikolu 1556 tal-Kodiċi.

**19.** Minflok l-artikolu 1556 tal-Kodiċi, għandu jidhol dan l-artikolu ġdid li ġej:-

“1556. Il-kerrej ta’ bini għandu jagħmel it-tiswijiet kollha meħtieġa barra minn dawk li huma strutturali:

Iżda, jekk dawn ix-xogħlijiet ma jsirux b’mod xieraq u skond l-arti u sengħa, is-sid ikollu d-dritt li jitlob lill-Bord tal-Kera li jiġi awtorizzat li jagħmel ix-xogħol hu mill-ġdid bi spejjeż tal-kerrej:

Iżda wkoll fejn ġew miżjuda għall-inkwilin obbligi godda ta’ tiswija li qabel l-1 ta’ Ġunju, 2008 ma kinux jinkombu fuqu, in-nuqqas li jagħmel dawk it-tiswijiet qabel l-1 ta’ Jannar, 2010 ma jista’ bl-ebda mod jesponi lill-inkwilin għal xi danni jew konsegwenzi punittivi oħra bħal ma hija azzjoni għat-temm tal-kirja.”.

Sostituzzjoni ta' l-artikolu 1557 tal-Kodiċi.

**20.** Minflok l-artikolu 1557 tal-Kodiċi, għandu jidhol dan l-artikolu ġdid li ġej:-

Minbarra meta jsiru b’forza maġġuri. “1557. Il-kerrej f’ebda każ m’hu marbut li jagħmel xi tiswija għal dannu kaġunat minn forza maġġuri, u bla ebda htija tiegħu.”.

Sostituzzjoni ta' l-artikolu 1558 tal-Kodiċi.

**21.** Minflok l-artikolu 1558 tal-Kodiċi, għandu jidhol dan l-artikolu ġdid li ġej:-

Thammil ta' ġwiebi. “1558. It-tħammil tal-ġwiebi u tal-fosos, u t-tindif taċ-ċmieni hu obbligu tal-kerrej.”.

Emenda ta' l-artikolu 1560 tal-Kodiċi.

**22.** Fl-artikolu 1560 tal-Kodiċi, il-kliem “, ukoll għal dawk li huma tiswijiet imsemmija fl-artikolu 1556” għandhom jithassru.

Emenda ta' l-artikolu 1566 tal-Kodiċi.

**23.** Fl-artikolu 1566 tal-Kodiċi, minflok il-kliem “Il-kiri,” għandhom jidhlu l-kliem “Bla ħsara għad-disposizzjonijiet ta’ l-artikoli 1531A sa 1531M, il-kiri”.

Sostituzzjoni ta' l-artikolu 1570 tal-Kodiċi.

**24.** Minflok l-artikolu 1570 tal-Kodiċi għandu jidhol dan li ġej:-

“1570. Il-kiri jista’ ukoll jinħall, għad li ma jkunx hemm il-kundizzjoni riżoluttiva, jekk waħda mill-partijiet ma teżegwix l-obbligazzjoni tagħha; u, f’kull każ bħal dan

il-parti li lejha l-obbligazzjoni ma tkunx giet eżegwita tista' tagħżel jew li gġiegħel lill-parti l-oħra għall-esekuzzjoni ta' l-obbligazzjoni, meta dan jista' jkun, jew li titlob il-ħall tal-kuntratt flimkien mal-ħlas tad-danni għan nuqqas tal-esekuzzjoni tal-kuntratt:

Iżda, fil-każ ta' fondi urbani, djar ta' abitazzjoni u fondi kummersjali fil-każ ta' nuqqas puntwali tal-kera, l-ħall li jista' jintalab biss wara li s-sid ikun interpellat lill-inkwilin permezz ta' ittra uffċjali u l-inkwilin ikun minkejja dak l-avviż, naqas milli jhallas dik il-kera fi żmien ħmistax-il jum minn notifika."

**25.** Minflok l-artikolu 1572 tal-Kodiċi, għandu jidhol dan li ġej:-

Sostituzzjoni ta' l-artikolu 1572 tal-Kodiċi.

"1572. Il-kuntratt ta' kiri ma jinħalx bil-mewt ta' sid il-kera jew tal-kerrej, bla ħsara għad-disposizzjonijiet tal-artikoli 1531A sa 1531M."

**26.** Fl-artikolu 1576Ċ tal-Kodiċi, minflok il-kliem "mill-qorti" kull fejn jinsabu għandhom jidhlu l-kliem "mill-Bord tal-Kera".

Emenda ta' l-artikolu 1576Ċ tal-Kodiċi.

**27.** Fis-subartikolu (1) tal-artikolu 1576D tal-Kodiċi, minflok il-kliem "konferma mill-qorti" għandhom jidhlu l-kliem "konferma mill-Bord tal-Kera".

Emenda ta' l-artikolu 1576D tal-Kodiċi.

**28.** Minflok l-artikolu 1603 tal-Kodiċi, għandu jidhol dan l-artikolu gdid li ġej:

Sostituzzjoni ta' l-artikolu 1603 tal-Kodiċi.

"1603. Jekk, fuq dan ir-rikors, il-kerrej ma jippruvax li l-garanzija miġjuba minnu hija tajba, il-Bord tal-Kera jista', qabel ma jagħti s-sentenza, jagħtih żmien, mhux iżjed minn tmint ijiem, biex iġib garanzija oħra, u jekk din il-garanzija għada, weħidha jew flimkien ma' dik ta' qabel, ma tiġix magħrufa mill-Bord tal-Kera bħala li hi tajba, il-Bord tal-Kera jgħaddi biex jagħti s-sentenza fuq ir-rikors hawn qabel imsemmi, u jiddikjara li spicċa l-jedd ta' preferenza."

Emenda ta' l-artikolu 1607 tal-Kodiċi.

**29.** Fil-paragrafu (f) tal-artikolu 1607 tal-Kodiċi, minflok il-kliem “mgieghel bil-qorti” għandhom jidhlu l-kliem “mgieghel bil-Bord tal-Kera”.

Emenda ta' l-artikolu 1608 tal-Kodiċi.

**30.** Fl-artikolu 1608 tal-Kodiċi, minflok il-kliem “u li l-qorti jidhrilha” għandhom jidhlu l-kliem “u li l-Bord tal-Kera jidhirlu”.

Emenda ta' l-artikolu 1609 tal-Kodiċi.

**31.** Fl-artikolu 1609 tal-Kodiċi, minflok il-kliem “fehma tal-qorti fuq” għandhom jidhlu l-kliem “fehma tal-Bord tal-Kera fuq”.

Sostituzzjoni ta' l-artikolu 1613 tal-Kodiċi.

**32.** Minflok l-artikolu 1613 tal-Kodiċi, għandu jidhol dan l-artikolu għid li ġej:-

“1613. Fin-nuqqas ta' disposizzjonijiet oħra partikolari, il-kuntratt ta' sullokazzjoni hu regolat mid-disposizzjonijiet li jgħoddu għall-kuntratt ta' kiri:

Izda għar-rigward ta' sullokazzjonijiet ta' fondi kummerċjali li saru qabel l-1 ta' Ġunju, 1995, dawn għandhom jintemmu fil-31 ta' Mejju, 2018 hliet meta jkun saru bi ftehim tas-sid, f'liema każ daww is-sullokazzjonijiet għandhom ikunu regolati b'tali ftehim:

Izda wkoll il-kera jkun stabbilit skond kif stipulat fl-artikolu 1513D ta' dan il-Kodiċi.”.

Sostituzzjoni ta' l-artikolu 1614 tal-Kodiċi.

**33.** Minflok l-artikolu 1614 tal-Kodiċi, għandu jidhol dan l-artikolu għid li ġej:-

“1614. (1) Il-kerrej ma għandux jedd li jissulloka l-ħaġa, jew li jċedi l-kiri tagħha, jekk din is-setgħa ma tkunx giet miftiehma fil-kuntratt.

(2) Għall-finijiet ta' dan is-Sub-titolu, l-għoti ta' kuntratt ta' ġestjoni jew kull forma ta' ftehim ieħor, li permezz tiegħu inkwilin jerħi f'idejn terzi l-pussess tal-fond jew tal-kummerċ ġestit minn fond kummerċjali, għandu jitqies bħala sullokazzjoni.

(3) Meta inkwilin tkun kumpannija b'responsabbiltà limitata jew kull forma ta' kumpanija oħra, it-trasferiment *inter vivos* kumulattiv ta' ħamsin flimija tal-ishma, anke jekk magħmul permezz ta' aktar minn

trasferiment wieċed u, jew tas-setgħa jew kontroll attwali ta' ġestjoni ta' dik il-kumpanija jew tal-kummerċ ġestit mill-fond, għandu jkun meqjus bħala sullokazzjoni:

Izda ma jkunx hekk meqjus bħala sullokazzjoni, jekk it-trasferiment ikun sar favur ir-raġel jew il-mara li ma jkunx separat jew ma tkunx separata legalment u, jew it-tifel jew tfal tas-sid tal-ishma.”.

**34.** Minflok l-artikolu 1615 tal-Kodiċi, għandu jidhrol dan l-artikolu ġdid li ġej:-

Sostituzzjoni ta' l-artikolu 1615 tal-Kodiċi.

Alloġġ f'ċerti kumditajiet.

“1615. (1) Il-kerrej ikun jista' jagħti alloġġ bi ħlas ta' xi kumditajiet ta' dar għall-abitazzjoni jekk dan ma jkunx ġie espressament projbit fil-kuntratt, bla ħsara ta' dak li jingħad fl-artikolu 1555.

(2) Il-kerrej ikollu wkoll il-jedd li jdaħħal nies oħra joqgħodu miegħu bi ħlas ta' biċċa mill-kera, jew b'kumpens ieħor, meta dan il-jedd ma jkunx ġie mneħħi espressament fil-kuntratt.”.

**35.** Fl-artikolu 1618 tal-Kodiċi, minflok il-kliem “giet eskluża, sid il-kera” għandhom jidhlu l-kliem “giet eskluża, kif ukoll jekk tkun giet miftiehma, sid il-kera”.

Emenda ta' l-artikolu 1618 tal-Kodiċi.

**36.** Minnufih wara l-artikolu 1622 tal-Kodiċi għandu jidhrol dan l-artikolu ġdid li ġej:-

Zieda ta' l-artikolu 1622 ġdid mal-Kodiċi.

“Poteri biex isiru regolamenti.

1622A. Il-Ministru responsabbli għall-akkomodazzjoni wara konsultazzjoni mal-Ministru responsabbli għall-finanzi jista' jagħmel regolamenti għall-finijiet kollha li ġejjin jew għal xi wħud minnhom:

(a) biex jippreskrivi mudell ta' kuntratt ta' kiri, li jista' jintuza mill-partijiet;

(b) biex jipprovdi għall-implimentazzjoni xierqa tal-materji kontemplati f'dan it-Titolu u dawk li huma neċessarji biex jagħtuh effett sħiħ u jipprovdu għall-amministrazzjoni xierqa tiegħu, inklużi l-proċeduri tal-Bord;

(ċ) biex jinħoloq registru fejn jiġu

depożitati, jew reġistrati u, jew de-reġistrati kuntratti ta' kiri għal kull fini illi l-Ministru jista' jistabbilixxi, inkluż għall-iskop tal-validità nnifisha ta' l-istess kuntratti, u biex jagħmel dak kollu meħtieġ għal dan l-għan;

(d) biex tinholoq struttura li tistabbilixxi u tamministra l-Indiċi tal-Valur Kummerċjali tal-Proprietà;

(e) biex jistabbilixxi kriterji ta' test tal-mezzi għall-iskopijiet ta' l-artikolu 1531F ta' dan il-Kodiċi;

(f) biex jistabbilixxi regolamenti u kriterji għall-iskopijiet ta' l-artikoli 1531J u 1531M ta' dan il-Kodiċi;

(g) biex jestendi l-applikazzjoni tad-disposizzjonijiet ta' dan il-Kodiċi dwar il-kirja jew parti minnha għal sitwazzjonijiet fejn persuna tkun giet akkomodata f'dar ta' abitazzjoni taħt l-Att dwar id-Djar, jew fejn awtorità pubblika tkun ħadet pussess ta' dar ta' abitazzjoni skond l-Ordinanza dwar l-Akkwist ta' Artijiet għal Skopijiet Pubbliċi, jew taħt xi liġi oħra li tkun jew kienet fis-seħħ minn żmien għal żmien;

(h) biex jipprovdi arrangamenti transitorji f'każ ta' tneħħija ta' ordnijiet ta' rekwizzjoni maħruġa skond l-Att dwar id-Djar;

(i) biex jipprovdi għat-tneħħija jew għall-modifika ta' kull disposizzjoni transitorja inkluża fl-Att dwar il-*Condominia*;

Kap. 398.

(j) biex jipprovdi għal kull ħaġa li dwarha jista' jagħmel regolamenti skond id-disposizzjonijiet ta' dan it-*Titolu*.”.

**“IT-TIELET SKEDA**

**Kirjiet ta’ fondi urbani/djar ta’ abitazzjoni u fondi  
kummerċjali.**

Illum,

Bil-preżenti skrittura privata qed jidhru minn naħa l-waħda  
\_\_\_\_\_ bin \_\_\_\_\_  
u \_\_\_\_\_ neè \_\_\_\_\_  
imwieled \_\_\_\_\_ u residenti \_\_\_\_\_ karta tal-  
identità numru \_\_\_\_\_ hawn iżjed ’l isfel imsejjaħ is-sid.

U min-naħa l-oħra \_\_\_\_\_ bin \_\_\_\_\_  
u \_\_\_\_\_ neè \_\_\_\_\_  
imwieled \_\_\_\_\_ u residenti \_\_\_\_\_ karta tal-  
identità numru \_\_\_\_\_ hawn iżjed ’l isfel imsejjaħ l-inkwilin.

U bis-saħħa ta’ din l-iskrittura il-partijiet qegħdin jiftehmu  
dwar is-segwent:

a. Is-sid qiegħed jagħti b’titolu ta’ kera lill-  
inkwilin u bl-istess titolu ta’ kera qed jaċċetta l-fond  
\_\_\_\_\_.

b. L-inkwilin jista’ juża l-fond mikri bħala  
\_\_\_\_\_.

ċ. Din il-kirja qed issir għal żmien \_\_\_\_\_ li  
jibda għaddej mill-\_\_\_\_\_.

d. Il-partijiet jaqblu li din il-kera fi tmiemha  
ma tistax tiġġedded/tista’ tiġġedded bis-segwent mod:  
\_\_\_\_\_

e. Din il-kirja qed issir versu l-kera ta’  
\_\_\_\_\_ li jiġihallas kull \_\_\_\_\_ bil-quddiem/  
b’lura.”.

**38.** L-Ordinanza li tirregola t-Tigdid tal-Kera ta' Bini, għandha tiġi emendata kif ġej:-

(a) minnufih wara s-subartikolu (3) ta' l-artikolu 16 għandu jizdied dan is-subartikolu ġdid li ġej:-

“(4) Minkejja d-disposizzjonijiet ta' kull liġi oħra il-Bord għandu wkoll jiddeciedi l-materji kollha li jolqtu kirjiet ta' fondi urbani li jinkludu fondi residenzjali kif ukoll fondi kummerċjali u dan għat-termini ta' Titolu IX tat-Taqsima II tat-Tieni Ktieb tal-Kodiċi Ċivili, Fuq il-Kuntratti tal-Kiri, inklużi kawzi dwar okkupazzjoni ta' fondi urbani fejn il-kirjiet ikunu ntemmu wara t-terminazzjoni ta' kirja.”;

(b) minnufih wara l-artikolu 16 tagħha għandu jizdied dan l-artikolu ġdid li ġej:-

“Setgħat tal-Bord.

16A. (1) (a) Dawk il-kawzi li kienu quddiem il-Bord tal-Kera, meta t-talba tkun biss għat-tkeċċija ta' persuna mill-kirja jew sub-kirja ta' xi fond urban, dar ta' abitazzjoni jew fond kummerċjali, sew jekk ikun hemm jew ma jkunx hemm talba għal kera jew xi korrispettiv ieħor dovut jew bħala danni għal xi kumpens, sad-data taċ-ċediment tal-fond, ir-rikorrent ikun jista' jitlob fir-rikors ġuramentat li l-Bord jiddeciedi li jilqa' t-talba tiegħu, mingħajr ma jgħaddi għas-smiġħ tal-kawża:

Izda r-rikorrent għandu jiddikjara, fir-rikors ġuramentat tiegħu, li safejn jaf hu l-intimat ma għandux difiża x'jagħti kontra t-talba:

Izda wkoll ir-rikorrent għandu wkoll jipprezenta flimkien mar-rikors dikjarazzjoni ġuramentata li jkun fiha l-fatti li jirrigwardaw it-talba, u li jkunu jikkonfermaw li huwa jaf b'dawk il-fatti. Ir-rikorrent jista' wkoll jipprezenta flimkien mar-rikors tiegħu, affidavit li jsir minn terza persuna jew terzi li fih jiġu konfermati l-fatti li jkollhom x'jaqsmu mat-talba.

(b) Fil-każijiet li hemm provdut dwarhom f'dan l-artikolu, id-dikjarazzjoni ġuramentata għandha ssir bil-miktub skond il-formola preskritta u għandu jkun fiha ordni lill-intimat biex jidher quddiem il-Bord fil-ġurnata u l-ħin imsemmija.

(ċ) Fil-każijiet li hemm provdut dwarhom f'dan l-artikolu, id-dikjarazzjoni ġuramentata għandha tindika wkoll b'mod ċar li l-proċeduri li jkunu qegħdin isiru jkunu proċeduri sommarji speċjali li fihom is-sentenza għandha tingħata fl-ewwel dehra fil-kawża jekk l-intimat ikun kontumaci f'dik is-seduta jew inkella jekk huwa jonqos milli juri f'dik is-seduta li jkollu difiża li tiswa u li jista' jagħmel sabiex jikkontesta t-talbiet tar-rikorrenti.

Notifika ta' l-intimat.

(2) L-intimat għandu jiġi notifikat b'kopja tar-rikors u tad-dikjarazzjoni ġuramentata.

Zmien għan-notifika tar-rikors.

(3) Fil-każijiet imsemmija fis-subartikolu (1), ir-rikors ġuramentat għandu jiġi notifikat lill-intimat mingħajr ebda dewmien; u huwa għandu jkun ordnat jidher mhux iżjed kmieni minn hmistax-il ġurnata u mhux iżjed tard minn tletin ġurnata mid-data tan-notifika:

Izda fil-każ ta' nuqqas ta' osservanza tad-disposizzjonijiet ta' dan l-artikolu, il-Bord m'għandux iwaqqaf is-smiġh bi proċedura sommarja speċjali imma għandu jagħti dawk l-ordnijiet li jista' jqis li jkunu adatti biex ma jiġux preġudikati d-drittijiet tal-partijiet.

Kif issir in-notifika.

(4) Ir-rikors ġuramentat u kull ordni msemmi fis-subartikoli (2) u (3) għandhom jiġu notifikati permezz ta' marixxall tal-Qorti.

Smiġh waqt proċeduri sommarji speċjali.

(5) (a) Jekk l-intimat jonqos milli jidher meta jinstema' r-rikors ġuramentat, jew inkella jekk jidher u ma jikkontestax il-proċedimenti li r-rikorrent ikun beda, għal raġuni ta' irregolarità jew inapplicabilità, jew, wara li jkun għamel eċċezzjoni bħal dik bla ebda suċċess, ma jkunx jissodisfa, bix-xhieda ġuramentata tiegħu, jew xort'oħra, lill-Bord li jkollu difiża *prima facie*, fid-dritt jew fil-fatt, għall-kawża fuq il-mertu, jew xort'oħra jiżvela dawk il-fatti jew punti ta' liġi li jistgħu jitqiesu li jkunu suffiċjenti biex jintitolawh jiddefendi l-kawża, il-Bord għandu minnufih jgħaddi biex jagħti sentenza, fejn jilqa' t-talba tar-rikorrent. L-intimat jista' jagħmel is-sottomissjonijiet tiegħu biex jikkontesta l-proċediment li jkun beda r-rikorrent minhabba f'irregolarità

jew inapplicabilità permezz ta' nota li għandha tiġi ppreżentata fir-registru tal-Bord jew matul is-smiġh.

(b) Jekk l-intimat jikkontesta b'suċċess il-proċediment minhabba f'irregolarità, jew inapplicabilità, jew jekk jissodisfa lill-Bord li jkollu difiża *prima facie* għall-kawża, jew jiżvela dawk il-fatti jew punti ta' liġi li jistgħu jitqiesu li jkunu suffiċjenti biex jintitolawh jiddefendi l-kawża, huwa għandu jithalla jiddefendi l-kawża u jippreżenta risposta fi żmien għoxrin ġurnata mid-data ta' l-ordni msemmija fil-paragrafu (d) hawn taħt.

(c) Meta l-intimat jithalla jagħmel id-difiża tiegħu, il-kawża għandha tiġi trattata u deciza, fuq l-istess atti, waqt il-proċeduri ordinarji provduti taħt din l-Ordinanza.

(d) L-ordni li tkun tippermetti li ssir id-difiża għandha ssir bil-fomm, u din għandha tiġi registrata fl-inkartament tal-proċedimenti.”; u

(c) fl-artikolu 46, minnufih fi tmiem is-subartikolu (1) tiegħu, għandu jizdied dan il-proviso li ġejj:-

“Izda l-artikoli 16 sa 45 ta' din l-Ordinanza għandhom japplikaw ukoll għall-kirjiet kollha li jsiru wara l-1 ta' Ġunju, 1995.”.

Disposizzjonijiet  
transitorji.

**39.** (1) Il-kirjiet li kienu fis-seħħ qabel l-1 ta' Ġunju, 1995, li jkunu għadhom fis-seħħ fl-1 ta' Jannar, 2010, jibqgħu jiġu regolati mil-liġijiet fis-seħħ qabel l-1 ta' Ġunju, 1995, minbarra għal dak li jinsab fid-disposizzjonijiet tat-*Titolu IX* tat-*Taqsim*a II tat-*Tieni Ktieb* tal-*Kodiċi Ċivili*, Fuq il-*Kuntratti tal-Kiri*, kif emendat b'dan l-Att kif ukoll bir-regolamenti magħmula in forza ta' l-emendi introdotti b'dan l-Att.

(2) Il-kirjiet li saru wara l-bidu fis-seħħ ta' l-Att ta' l-1995 li Jemenda l-Liġijiet dwar il-Kiri ta' Djar, u li jkunu għadhom fis-seħħ fl-1 ta' Jannar, 2010, jibqgħu jiġu regolati bid-disposizzjonijiet ta' dik il-liġi safejn ma jkunux milqutin mid-disposizzjonijiet tat-*Titolu IX* tat-*Taqsim*a II tat-*Tieni Ktieb* tal-*Kodiċi Ċivili*, Fuq il-*Kuntratti tal-Kiri*, kif emendat b'dan l-Att.

(3) B'dan illi fejn b'dan l-Att ġew miżjuda għall-

inkwilin obbligi godda li qabel l-1 ta' Ġunju, 2008 ma kienux jinkombu fuqu, in-nuqqas li jwettaq dawk l-obbligi qabel l-1 ta' Jannar 2010 ma jista' bl-ebda mod jesponi lill-inkwilin għal xi danni jew konsegwenzi avversi oħra bħal ma hija azzjoni għat-temm tal-kirja.

(4) Id-disposizzjonijiet tat-Titolu IX tat-Taqsima II tat-Tieni Ktieb tal-Kodiċi Ċivili, Fuq il-Kuntratt ta' Kiri, għandhom japplikaw ukoll għall-kirjiet ta' fondi urbani fejn kuntratti ta' ċens jew sub-ċens ikunu fi tmiemhom ġew jew għad iridu jiġu mibdula f'kera bis-saħħa tal-liġi:

Izda fil-każ ta' kirjiet kostitwiti permezz ta' l-Ordinanza li Tneħhi l-Kontroll tad-Djar, id-disposizzjonijiet ta' dik l-Ordinanza li jiddefinixxu min hu l-inkwilin u d-disposizzjonijiet li jipprovdu għat-trasferiment tal-kirja wara l-mewt ta' l-inkwilin għandhom jibqgħu japplikaw minkejja d-disposizzjonijiet hawn qabel imsemmija tal-Kodiċi Ċivili.

(5) Il-Bord tal-Kera mahtur bis-saħħa tal-Ordinanza li tirregola t-Tiġdid tal-Kiri ta' Bini, għandu jkollu ġurisdizzjoni esklussiva li jiddeciedi kwistjonijiet konnessi ma' kirjiet ta' fondi urbani li jinkludu kemm fondi kummerċjali kif ukoll fondi residenzjali. B'dan izda li kawzi li jirrigwardaw kuntratt ta' kiri li fl-1 ta' Jannar, 2010 ikunu pendenti quddiem Qrati jew Tribunali oħra għandhom jibqgħu trattati mill-istess Qrati jew Tribunali.

(6) Ebda haġa li tinsab f'din il-liġi u fil-Kodiċi Ċivili kif emendat f'dan l-Att m'għandha titqies li tnaqqas mis-setgħat li jappartjenu lid-Direttur għall-Akkomodazzjoni Soċjali, l-Awtorità tad-Djar, jew kull persuna oħra li teżerċita awtorità pubblika minhabba fil-kariga tagħha bis-saħħa ta' l-Att dwar id-Djar jew bis-saħħa ta' l-Att dwar l-Awtorità tad-Djar.

(7) Mingħajr preġudizzju għal dak li jingħad fil-Kodiċi Ċivili kif emendat b'dan l-Att, it-tiġdid ta' kiri fl-1 ta' Ġunju, 1995 jew wara dik id-data (sew jekk dak it-tiġdid ikun wieħed konvenzjonali, legali, konswetudinarju jew xort'oħra) ma għandux jitqies li jkun kiri li ġie miftiehem fl-1 ta' Ġunju, 1995 jew wara dik id-data u t-tiġdid ta' kiri fl-1 ta' Jannar, 2010 jew wara dik id-data (sew jekk dak it-tiġdid ikun wieħed konvenzjonali, legali, konswetudinarju jew xort'oħra) ma għandux jitqies li jkun kiri li ġie miftiehem fl-1 ta' Jannar, 2010, jew wara dik id-data.

(8) Hlief kif il-Ministru responsabbli għall-akkomodazzjoni jista' b' regolamenti jipprovdi xort' oħra, ebda haġa f' dan l-Att m'għandha teffettwa t-tħaddim ta':

Kap. 88. (a) l-Ordinanza dwar l-Akkwist ta' Artijiet għal Skopijiet Pubbliċi;

Kap. 125. (b) l-Att dwar id-Djar;

Kap. 268. (c) l-Att dwar l-Iżgumbrament ta' Artijiet tal-Gvern; u

(d) l-artikolu 8 ta' l-Ordinanza li Tirregola t-Tigdid tal-Kiri ta' Bini.

kif kienu fis-seħħ minnufih qabel id-dhul fis-seħħ ta' dan l-Att.

(9) Mingħajr preġudizzju għad-disposizzjonijiet l-oħra ta' dan l-Att, id-disposizzjonijiet ta' dan l-Att għandhom japplikaw għall-kirjiet fejn il-Gvern huwa s-sid jew l-inkwilin.

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Mgħoddi mill-Kamra tad-Deputati fis-Seduta Nru. 129 tas-16 ta' Ġunju, 2009.

LOUIS GALEA  
*Speaker*

PAULINE ABELA  
*Skrivan tal-Kamra tad-Deputati*

I assent.

(L.S.)

GEORGE HYZLER  
Acting President

19th June, 2009

**ACT No. X of 2009**

*An Act to Amend the Civil Code, Cap 16*

BE IT ENACTED by the President, by and with the advice and consent of the House of Representatives, in this present Parliament assembled, and by the authority of the same, as follows:-

**1.** The short title of this Act is the Civil Code (Amendment) Act, 2009, and it shall be read and construed as one with the Civil Code, hereinafter referred to as “the Code”. Short title.

**2.** Article 1525 of the Code shall be substituted as follows:- Substitution of article 1525 of the Code.

“1525. (1) A contract of letting and hiring, whether of things or of work and labour, may be made either verbally or in writing, provided that a contract of letting and hiring of urban property and of a residence and of a commercial tenement entered into after the 1<sup>st</sup> January, 2010 shall be in writing.

The Rent Regulation Board, (hereinafter referred to as the “Rent Board”), established under” the Reletting of Urban Property (Regulation) Ordinance shall have exclusive competence to decide on all matters relating to contracts of lease of urban property and of a residence and of commercial tenements. Other leases fall under the competence of the courts of civil jurisdiction while matters relating to Cap. 69.

agricultural leases shall fall under the competence of the Rural Leases Control Board appointed according to the provisions of the Agricultural Leases (Reletting) Act.

Cap. 199.

Rent Board may collect information and data.

The Rent Board has the authority to request information and documentation from government entities, departments and authorities as well as from any other entity to meet its functions as established in this Code.

(2) Unless otherwise specifically stated in this Title, the provisions of this Title shall not apply to agricultural leases which shall continue to be regulated by the provisions of the Agriculture Leases Reletting Act.

(3) For the purposes of this Title:

“commercial tenement” means an urban tenement which is not a residence and which is leased to house an activity primarily intended to generate profit and includes, but is not limited to, an office, a clinic, a tenement leased out for the sale of merchandise by wholesale or retail, a market stall, a warehouse, a storage used for commercial purposes as well as any tenement licensed to sell things, wines, spirits or foodstuff or drinks, theatre, or tenement mainly used for any art, trade or profession:

Provided that a tenement leased to a society or leased to a musical, philanthropic, social, sporting or political entity, that is used as a club, shall not be considered as a commercial tenement even if part of it is used for the purpose of generating profit;

“club” means any club which is registered as such with the Commissioner of Police in accordance with the provisions of the law.”.

Substitution of article 1527 of the Code.

**3.** For article 1527 of the Code, there shall be substituted the following new article:-

“Letting by co-possessor when voidable. 1527. (1) The lease of an urban property, a residence or a commercial tenement that is co-possessed by more than one person shall always be made by all the co-possessors subject to the provisions of article 1530.

(2) Should one of the co-possessors also occupy the co-possessed property, if the parties agree

that a contract of lease be made, such an agreement shall be made by a contract in writing between all co-possessors on the one hand and the occupier of the tenement on the other; and thereafter such person shall be considered to be a lessee, according to the terms and conditions of a contract of lease, without losing his rights as a co-possessor:

Provided that this subarticle shall be without prejudice to the provisions of Title V of the Second Book, Part I of this Code.

(3) Should a co-possessor of an urban tenement, a residence or a commercial tenement lease out such property without authorization by a judgment of the Rent Board, or in the case of a movable without authorization of the competent court, or without the consent of the other co-possessors, such lease may at the request of any one of the other co-possessors be declared null, unless such request is made within two months from the date when such other co-possessor would have obtained knowledge of such a lease.”.

4. For article 1528 of the Code, there shall be substituted the following new article:

Substitution of article 1528 of the Code.

“When the board or court may grant authorization.

1528. (1) The Rent Board may, at the request made by means of an application by one of the co-possessors of the urban tenement, residence or commercial tenement, authorise the lease of the urban tenement, residence or commercial tenement, where it is shown that the tenement is suitable to be leased and that the proposed lease is advantageous, and that it is not shown that any of the other co-possessors has a just cause to oppose such lease:

Provided that in the lease of movables all the provisions of this subarticle shall apply, however the matter shall fall within the competence of the courts of civil jurisdiction.

(2) The provisions of subarticle (1) shall also apply when any one of the co-possessors is absent, and the Rent Board, in the case of the lease of an urban tenement, a residence or a commercial tenement (or the

court in the case of the letting or hiring of movables and other things as the case may be), would not have received any notice whether the absentee is still living, or as to his whereabouts.”.

Substitution of article 1529 of the Code.

**5.** Article 1529 of the Code shall be substituted as follows:-

“1529. The co-possessor who has, in general terms, given his consent for the lease of the thing, or who, in spite of his opposition the Rent Board or the court as the case may be has given, in general terms, his authorization for the lease of the thing, may, nevertheless, exercise the right of preference referred to in articles 1591, 1592 and 1593 unless he has in any manner waived such right.”.

Amendment of article 1530 of the Code.

**6.** In subarticle (2) of article 1530 of the Code, for the words “be reduced to the respective period”, there shall be substituted the words “be reduced to the reasonable period”.

Substitution of article 1531 of the Code.

**7.** For article 1531 of the Code there shall be substituted the following new articles:-

“When lease for a longer period is authorized by a competent authority.

1531. The provisions of the last preceding section in so far as they restrict the duration of the lease shall not apply where a longer period of lease has been covenanted with the authorization of the competent authority according to law.

Requisites in writing of a contract of lease.

1531A. (1) With regard to the letting of an urban property, a residence and a commercial tenement made after the 1st January, 2010, the contract of lease shall be made in writing and shall stipulate:

- (a) the property to be leased;
- (b) the agreed use of the property let;
- (c) the period for which that property will be let;
- (d) whether such lease may be extended and in what manner;
- (e) and also the amount of rent to be paid and the manner in which such payment is to be made.

(2) In the absence of one or more of these essential requirements, the contract shall be null.

(3) The lease of an urban property, a residence and a commercial tenement made after the 1st January, 2010 shall be regulated exclusively by the contract of lease and by the articles of this Code.

Contract of letting prior to 1st June, 1995.

1531B. The contracts of lease made before the 1st June, 1995 shall be subject to the law as in force prior to the 1st June, 1995 so however that from 1st January, 2010 articles 1531C, 1531D, 1531E, 1531F, 1531G, 1531H, 1531I, 1531J, 1531K, 1531L of this Code.

Rent of a residence.

1531C. (1) The rent of a residence which has been in force before the 1st June, 1995 shall be subject to the law as in force prior to the 1st June, 1995 so however that unless otherwise agreed upon in writing after the 1st January, 2010, the rate of the rent from 1st January, 2010 shall, when this was less than one hundred and eighty five euros (€185) per year, increase to such amount:

Provided that where the rate of the lease was more than one hundred eighty five euros (€185) per year, this shall remain at such higher rate as established.

(2) In any case the rate of the rent as stated in subarticle (1) of this article shall increase every three years by a proportion equal to the increase in the index of inflation according to article 13 of the Housing (Decontrol) Ordinance; the first increase shall be made on the 1st January, 2013:

Provided that where the lease on the 1st January, 2010 will be more than one hundred eighty five euros (€185) per year, and by a contract in writing prior to 1st June, 1995 the parties would have agreed upon a method of increase in rent, after 1st January, 2010 the increases in rent shall continue to be regulated in terms of that agreement until such agreement remains in force.

Rent of a commercial tenement.

1531D. (1) The rent of a commercial tenement, unless otherwise agreed upon after 1st January, 2010 or agreed upon in writing prior to the 1st June, 1995 with

regards to a lease which would still be in its original period on the 1st January, 2010, shall on the 1st January, 2010 be increased by a fixed rate of fifteen per cent over the actual rent and shall continue to increase on the 1st June of each year by fifteen per cent over the last rent between the 1st January, 2010 and the 31st December, 2013.

(2) The rent as at 1st January, 2014 is to be established by agreement between the parties. In the event that such agreement is not reached, the Property Market Value Index shall be considered as a guide to the rent as may be established by regulations made by the Minister responsible for accommodation and in the absence of such regulations, the rent shall from 1st June, 2013 increase by five per cent per year until the coming into force of the said regulations.

(3) In the case of a commercial tenement, if there was an agreement between the parties for periodic rent increases, then such agreement shall continue to apply without the increases contemplated in this article:

Provided that except in such cases where the increase in rent has been effected following an agreement, where the increase as proposed herebefore for commercial tenements is applied, the tenant may by means of a judicial letter served on the lessor or on one of the lessors, terminate the lease by giving him advance notice of three months and this shall also apply if the lease is for a definite period.

External  
ordinary  
maintenance  
of lease.

1531E. The external ordinary maintenance of the lease which would have taken place prior to 1st January, 2010, save unless otherwise agreed upon in writing between the parties, shall be at the expense of the tenant and not of the lessor.

Definition of a  
tenant of  
a residential  
tenement.

1531F. In the event of a lease of a house used as an ordinary residence made prior to 1st June, 1995 that person who will be occupying the tenement under a valid title of lease on the 1st June, 2008 as well as his or her spouse if living together and if they are not legally separated shall be deemed to be the tenant; when the tenant dies the lease shall be terminated:

Provided further that a person continues the lease after the death of the tenant under the same conditions of the tenant if on the 1st June, 2008 –

(i) such person is the natural or legal child of the tenant and has lived with the said tenant for four years out of the last five years; and after 1st June, 2008 continues to live with the tenant until his death:

Provided that, if more than one child has lived with the tenant for four years out of the last five years before the 1st June, 2008 and they continued to live with the tenant until his death, all such children will continue the lease *in solidum*; this lease shall not extend to the wife, husband or offspring of the child, or

(ii) such person is the brother or sister of the tenant, who on the death of the tenant is forty-five years of age or more, or brother or sister of her husband or his wife who is forty-five years of age or more, and who has lived with the tenant for four years out of the last five years before 1st June, 2008 and who after that date continued living with the tenant until his death:

Provided that, if there are more than one brother or sister who are over forty-five years of age and who have been living with the tenant for four years out of the last five years before the 1st June, 2008 and have continued living with him until his death, all such brothers or sisters shall continue the lease *in solidum*; this lease shall not extend to the wife, husband or children of the said brother or sister, or

(iii) such person is the natural or legal child of the tenant, who is younger than five years of age and after 1st June, 2008 has continued to live with the tenant until his death, or

(iv) such person is the natural or legal ascendant of the tenant, who is forty-five years of age, and who has lived with the tenant for a period of four years out of the last five years before the 1st June, 2008 and has continued living with the tenant until his death; this lease shall not extend to the wife, husband or children of the ascendant:

Provided that if on the death of the tenant, there are several children, siblings, or ascendants who all satisfy the criteria of paragraphs (i), (ii), (iii) or (iv), all those persons shall have the right to continue the tenancy together in solidum:

Provided further that a person shall not be deemed not to have lived with the tenant for the sole reason that she has been temporarily absent from the residence of the tenant due to work, study or medical care:

Without prejudice to the provisions of this article, a person shall not be entitled to continue the lease following the death of the tenant, unless such person satisfies the means test criteria which the Minister responsible for accomodation may introduce from time to time.

Person who does not qualify to be a tenant.

1531G. In the case of persons who although failing to qualify to continue the tenancy according to the criteria laid down in article 1531F but who before the 1st June, 2008 were residing with the tenant and continued to reside with the tenant until the tenant's death, such persons shall have a right to continue the tenancy as follows:

(a) if the person fails the means test criteria as stipulated above, the lease shall in any case continue for a period not longer than three years from the date of the death of the last surviving tenant, with a rent which will be double that being paid by the last tenant;

(b) if a person fails to qualify under other criteria, not being those of the means test, the lease shall continue for a period of not more than five years from the death of the last surviving tenant, with a rent which will be double that which was being paid by the last tenant.

Tenement leased as a garage or used as a summer residence.

1531H. (1) In the case of garages leased before the 1st June, 1995 that do not form part of a residence leased to a tenant as an ordinary residence and which are not considered as a commercial tenement, in the absence of an agreement to the contrary there shall not be any right of renewal of the lease after 1st June, 2010;

(2) In the case of a tenement leased before the 1st June, 1995 and used as a summer residence which is not the ordinary residence of the tenant, in the absence of an agreement to the contrary there shall not be any right of renewal to the lease after 1st June, 2010:

Provided that for the purposes of this Title no tenant shall be deemed to hold more than one ordinary residence.

Definition of a tenant of a commercial tenement.

1531I. In the case of commercial premises leased prior to 1st June, 1995, the tenant shall be considered to be the person who occupies the tenement under a valid title of lease on the 1st June, 2008, as well as the husband or wife of such tenant, provided they are living together and are not legally separated, and also in the event of the death of the tenant, his heirs who are related by consanguinity or by affinity up to the grade of cousins inclusively:

Provided that a lease of commercial premises made before the 1st June, 1995 shall in any case terminate within twenty years which start running from the 1st June, 2008 unless a contract of lease has been made stipulating a specific period. When a contract of lease made prior to the 1st June, 1995 for a specific period and which on the 1st January, 2010 the original period “di fermo” or “di rispetto” is still running and such period of lease has not yet been automatically extended by law, then in that case the period or periods stipulated in the contract shall apply. A contract made prior to the 1st June, 1995 and which is to be renewed automatically or at the sole discretion of the tenant, shall be deemed as if it is not a contract made for a specific period and shall as such terminate within twenty years which start running from the 1st June, 2008.

Tenements leased by any type of club.

1531J. In the case of a tenement leased to an entity and used as a club before the 1st June, 1995 including but not limited to a musical, philanthropic, social, sport or political entity, when its lease is for a specific period and on the 1st January, 2010 the original period “di fermo” or “di rispetto” is still running and the lease has not yet been automatically extended by law, then in that case the period of lease established in

the contract shall apply. In all other instances where the contract of lease was made prior to the 1st June, 1995 the law and all definitions as in force on the 1st June, 1995 shall continue to apply:

Provided that notwithstanding the provisions of the law as in force before the 1st June, 1995, the Minister responsible for accommodation may from time to time make regulations to regulate the conditions of lease of clubs so that a fair balance may be reached between the rights of the lessor, of the tenant and the public interest.

Tenement used as a residence as well as a commercial premises.

1531K. In the case of a tenement leased prior to 1st June, 1995 and which is used both as a residential premises as well as a commercial tenement for which one rent is paid, this shall be considered to be a residential tenement to which the rules of this article regarding residential premises shall apply:

Provided that -

(a) with regard to the rate of the rent, the rent shall be that established for a commercial premises as stipulated in article 1531D;

(b) if the commercial part will not continue to be used as such, insofar as the rate of the rent is concerned, there shall continue to apply the rent which was payable immediately before the termination of the use of the commercial part; so however that, the increase in the rent from that time onwards shall be regulated on the basis of the rent as established by article 1531C;

(c) where the rent increases in terms of regulations made as stipulated in article 1531D, the increase in rent shall be considered only on that part of the tenement which will actually be used for a commercial purpose.

Lease which entered into force on or after the 1st June, 1995.

1531L. With regard to leases which came into force on or after the 1st June, 1995 such leases, both of a residential and of a commercial tenement, and of urban property, shall continue to be regulated by the same terms and conditions agreed upon between the parties and by law as in force at the time.

Lease of other  
tenement  
made  
prior to 1st  
June, 1995.

1531M. With regard to leases made before the 1st June, 1995 of tenements which are not residences or commercial tenements, subject to the provisions of article 1531J relating to clubs, the law and all definitions as were in force before the 1st June, 1995 shall continue to apply:

Provided that, the Minister responsible for accommodation may from time to time make regulations to regulate such leases so that a fair balance may be reached between the rights of the lessor, of the tenant and the public interest.”.

**8.** Article 1532 of the Code shall be renumbered as subarticle (1) thereof, and immediately thereafter there shall be added the following subarticle:- Amendment of article 1532 of the Code.

“(2) The provisions of subarticle (1) do not apply with regard to the lease of urban, residential and commercial property made after the 1st January, 2010.”.

**9.** Immediately after subarticle (2) of article 1533 of the principal Act, there shall be added the following new subarticle:- Amendment of article 1533 of the Code.

“(3) The provisions of subarticle (2) do not apply with regard to the lease of urban, residential and commercial property made after the 1st January, 2010.”.

**10.** Article 1534 of the Code shall be renumbered as subarticle (1) thereof, and immediately thereafter there shall be added the following new subarticle:- Amendment of article 1534 of the Code.

“(2) The provisions of subarticle (1) do not apply with regard to the lease of urban, residential and commercial property made after the 1st January, 2010.”.

**11.** Article 1536 of the Code shall be renumbered as subarticle (1) thereof, and immediately thereafter there shall be added the following new subarticle:- Amendment of article 1536 of the Code.

“(2) The provisions of subarticle (1) do not apply with regard to lease of urban, residential and commercial property entered into after the 1st January 2010.”.

Amendment of article 1540 of the Code.

**12.** For subarticle (2) of article 1540 of the Code there shall be substituted the following:–

“(2) During the continuance of the lease, the lessor is bound to make all repairs which may become necessary, excluding building, the repairs mentioned in article 1556, if he has not expressly bound himself to this effect.

(3) For the purposes of this Title with regard to an urban, residential and commercial tenement, “structural repairs” shall be deemed to be those relating to the structure of the building itself, including the ceilings.

(4) When the lessor in the case of a residence leased prior to the 1st June, 1995 carries out structural repairs which have become necessary not due to his own fault, then the rent shall be increased by six per cent of the costs incurred:

Provided that where the structural repairs have not become necessary due to a fault of the lessee, then the said lessee has the right to terminate the lease even though the period of the lease has not yet lapsed:

Provided that in the cases where the lessor is willing to carry out these repairs, the lessee may choose to carry out such repairs at his expense, and in such an event the rent shall remain unchanged; however the lessee shall in such case have no right for any full or partial compensation for such structural repairs at the termination of the lease.”.

Substitution of article 1541 of the principal law.

**13.** For article 1541 of the Code, there shall be substituted the following:–

“1541. (1) If the lessor, on being required so to do by means of a judicial act, fails to carry out the repairs to which he is bound, it shall be competent to the lessee to request, by application, authorization to carry out such repairs at the expense of the lessor, under such conditions as the Rent Board, or the Court or the Rural Leases Control Board, as the case may be, may deem proper in the circumstances.

(2) The lessee shall have the right to keep the rent due or the rent which is still due to be paid, so that he will be paid back for such expenses, subject to his rights for any greater amount, if the amount of those expenses is more than such rent; in this case the lessor has no right to increase the rent as mentioned in article 1540 (4).”.

**14.** Article 1543 of the Code shall be substituted as follows:- Substitution of article 1543 of the Code.

“1543. It shall be lawful for the lessee, without the necessity of any proceedings, to carry out at the expense of the lessor the urgent repairs; and, the omission or delay of which might cause to him serious prejudice: and, in any such case, he may, for the purpose of reimbursement, retain the rent as provided in article 1541:

Provided that the lessee shall be bound to inform as soon as possible the lessor about these circumstances and to deliver to him a report by an expert as to the urgency of such repairs and their estimated value and the prejudice which might result from such delay:

Provided also that the lessor shall be entitled to assume the continuation of the repairs commenced under the provisions of this article.”.

**15.** In article 1544 of the Code, for the words “fixed by the court, the lessee” there shall be substituted the words “fixed by the “Rent Board (or the court or the Rural Leases Control Board as the case may be), the lessee”. Amendment of article 1544 of the Code.

**16.** Immediately after article 1548 of the Code, there shall be added the following new article:- Addition of new article 1548A to the Code.

“Right of access to the tenement by the lessor.

1548A. During the running of the lease of an urban, residential or commercial tenement, the lessor has right of access to the tenement in such times and in such manner agreed upon with the tenant in order that the lessor may fulfill his duties or to verify whether the tenant is performing his obligations, as well as to show the tenement to prospective buyers:

Provided that in the absence of an agreement between the parties, the Rent Regulations Board may,

if need be, after hearing the parties summarily, fix days, times and conditions, after an application filed by the lessor for that purpose. The Board may give a decree during the sitting or in the chambers without hearing the parties. The decree shall be given within five working days from the date when the tenant is served with a notice. The Rent Board may order the inspection to be done under the supervision and in the presence of a Court Marshal. In this function, the Rent Regulation Board shall also take into account the tenant's right to privacy and shall verify that no abuse is made of the lessor's right as provided in this subarticle. In such case, no appeal may be made from the said decree."

Amendment of article 1554 of the Code.

**17.** In article 1554 of the Code, for the words "of section 1534" there shall be substituted the words "established by law".

Substitution of article 1555 and addition of new article 1555A to the Code.

**18.** For article 1555 of the Code there shall be substituted the following articles:—

"Unlawful user of the thing let.

1555. If the lessee uses the thing leased for any purpose other than that agreed upon by the parties, or as presumed in the previous article, or in a manner which may prejudice the lessor, the lessor may, according to circumstances, demand the dissolution of the contract.

Non-use of tenement.

1555A. (1) In the case of a residential tenement, failure to use the tenement for a period exceeding twelve months shall be deemed to be bad use of the thing leased in terms of article 1555:

Provided that when a person has failed to use the leased tenement due to being temporarily absent from the tenement due to work, study or health care, then such failure shall not be deemed to be bad use.

(2) When the lessee of a lease which started before the 1st June, 1995 is recovering in hospital or in an old people's home, and where such institution certifies or where it conclusively results that the same tenant is permanently dependent on the institution, the lease of that tenement shall be transferred to the person mentioned in article 1531F:

Provided that when the tenant does not remain in

the tenement due to total dependence on the institution as certified by the same institution or as it otherwise results and there is no right of transfer of the lease as herebefore mentioned, or the transfer is accepted by the person qualifying therefor, the lessor may request the dissolution of the contract.

(3) In the case of commercial premises, failure to use the said tenement for a commercial purpose in accordance with the provisions of a contract of lease shall be deemed to be bad use of the thing leased in accordance with the provisions of article 1555.

(4) The provisions of article 1555 shall also apply in the case of rural tenements, if the lessee abandons the cultivation thereof, or does not cultivate the said tenement as a *bonus paterfamilias*, and the lessor may thereby suffer prejudice in respect of which no security was given to him.

(5) In any of the aforesaid cases, apart from those cases where the lessee forfeits the lease due to his recovery in an institution, the lessee shall also be liable to pay damages.”.

**19.** Article 1556 of the Code shall be substituted as follows:- Substitution of article 1556 of the Code.

“1556. The lessee of an urban tenement is responsible for all repairs other than structural repairs:

Provided that if such repairs are not carried out appropriately and according to good workmanship the lessor shall have the right to request the Rent Board to authorise him to carry out such repairs at the expense of the lessee:

Provided further that in those instances where new repair obligations have been imposed on the lessee which were not incumbent upon him before the 1st June, 2008 the failure by the lessee to undertake such repairs before the 1st January, 2009 shall not in any way expose the lessee to damages or any other form of punitive measures such as an action for the termination of the lease.”.

Substitution of article 1557 of the Code.

**20.** Article 1557 of the Code shall be substituted as follows:-

Except when caused by force majeure.

“1557. The lessee shall in no case be responsible for the repair of damages caused by force majeure and without any fault of his own.”.

Substitution of article 1558 of the Code.

**21.** Article 1558 of the Code shall be substituted as follows:-

Cleansing cisterns

“1558. The cleansing of cisterns and sinks, of cess pits and of chimneys shall be at the charge of the lessee.”.

Amendment of article 1560 of the Code.

**22.** In article 1560 of the Code, the words “, even as regards the repairs mentioned in section 1556” shall be deleted.

Amendment of article 1566 of the Code.

**23.** In article 1566 of the Code, for the words “A contract of letting” there shall be substituted the words “Without prejudice to the provisions of articles 1531A to 1531M, a contract of letting”.

Substitution of article 1570 of the Code.

**24.** Article 1570 of the Code shall be substituted as follows:-

“1570. A contract of letting and hiring may also be dissolved, even in the absence of a resolutive condition, where either of the parties fails to perform his obligation; and in any such case the party aggrieved by the non-performance may elect either to compel the other party to perform the obligation if this is possible, or to demand the dissolution of the contract together with damages for non-performance:

Provided that in the case of urban, residential and commercial tenements where the lessee fails to pay punctually the rent due, the contract may be terminated only after that the lessor would have called upon the lessee by means of a judicial letter, and the lessee notwithstanding such notification, fails to pay the said rent within fifteen days from notification.”.

Substitution of article 1572 of the Codes.

**25.** For article 1572 of the Code there shall be substituted the following:

“1572. Without prejudice to the provisions of articles 1531A to 1531M a contract of letting and hiring of a thing is not dissolved by the death of the lessor or of the lessee.”.

**26.** In article 1576C of the Code, for the words “court” there shall be substituted the words “Rent Board”. Amendment of article 1576C of the Code.

**27.** In article 1576D of the Code, for the words “confirmation by the court” there shall be substituted the words “confirmation by the Rent Board”. Amendment of article 1576D of the Code.

**28.** Article 1603 of the Code shall be substituted as follows:- Substitution of article 1603 of the Code.

“1603. If, on such sworn application, the lessee fails to establish the sufficiency of the security, the Rent Board may, before giving judgment, allow him a time not exceeding eight days within which to produce a fresh security, and if such fresh security, whether alone or together with the previous one, is not deemed by the Rent Board as being sufficient, the Rent Board shall proceed to give judgement on the aforesaid application, declaring the right of preference as having lapsed.”.

**29.** Paragraph (f) of article 1607 of the Code, for the words “to do so by judicial proceedings” there shall be substituted the words “to do so by the Rent Board”. Amendment of article 1607 of the Code.

**30.** In article 1608 of the Code, for the words “and by the court deemed” there shall be substituted the words “and by the Rent Board deemed”. Amendment of article 1608 of the Code.

**31.** In article 1609 of the Code, for the words “opinion of the court” there shall be substituted the words “opinion of the Rent Board”. Amendment of article 1609 of the Code.

**32.** Article 1613 of the Code shall be substituted as follows:- Substitution of article 1613 of the Code.

“1613. In the absence of other special provisions, the contract of subletting is regulated by the same provisions which regulate the contract of letting and hiring:

Provided that in the case of the sub-letting of commercial tenements before the 1st June, 1995, these shall be terminated on the 31st May, 2018 unless done by agreement with the lessor, in which case such sub-lettings shall be regulated by such agreement:

Provided further that the lease shall be established according to that laid down in article 1513D of this Code.”.

Substitution of article 1614 of the Code.

**33.** Article 1614 of the Code shall be substituted as follows:-

“1614. (1) The lessee is not entitled to sub-let a thing or to assign its lease, unless such right was agreed upon in the contract.

(2) For the purposes of this Sub-title, a management agreement or any other form of agreement, by means of which a lessee transfers to third parties the possession of the tenement or of the business operated from the commercial tenement shall be considered as sub-letting.

(3) Where the lessee is a limited liability company or any other form of company, the cumulative inter vivos transfer of fifty per cent of the shareholding, even if carried out by means of more than one transfer and, or the transfer of the actual controlling power of the administration of such company or of the control of the business conducted from the tenement shall be considered as a sublease:

Provided that such a transfer shall not be considered as a sublease if the transfer was made to the wife or husband who are not legally separated and, or to the children of the shareholder.”.

Substitution of article 1615 of the Code.

**34.** Article 1615 of the Code shall be substituted as follows:-

Housing of third parties.

“1615. (1) The lessee may house third parties in parts of the residential property against payment unless this is expressly forbidden in the contract and subject to the provisions of article 1555.

(2) The lessee shall also be entitled to accept other persons to dwell with him against payment of part of the rent, or against any other consideration, unless such right has not been expressly forbidden by the contract.”.

Amendment of article 1618 of the Code.

**35.** In article 1618 of the Code, for the words “been excluded, the lessor” there shall be substituted the words “be excluded and also where it has been agreed upon, the lessor”.

36. Immediately after article 1622 shall be added the following article:—

Addition of new article 1622A of the Code.

“Power to make regulations.

1622A. The Minister responsible for accommodation following consultation with the Minister responsible for finance may make regulations for all or any of the following purposes:

(a) to draw up a model contract of lease that may be used by the parties concerned;

(b) to enable the proper implementation of the provisions of this Title and to implement such necessary measures to give it full effect and to allow for its proper administration, including Board procedures;

(c) to create a registry for the deposit or registration and, or de-registration of contracts of letting for any purpose which the Minister may establish, including for the purpose of the validity itself of the same contracts, and to do all that is necessary for this purpose;

(d) to create a structure establishing and administering the Market Property Value Index;

(e) to establish criteria for a means test for the purposes stipulated in article 1531F of this Code;

(f) to establish regulations and criteria for the purpose of articles 1531J and 1531M of this Code;

(g) to extend the application of the provisions of this Code regarding the lease or part of it with regards to cases where a person has been accommodated in a residence under the Housing Act, or where a public authority has taken possession of a residence in terms of the Land Acquisition (Public Purposes) Ordinance, or under any other law which is or has been in force from time to time;

(h) to provide transitory arrangements in the case of removal of requisition orders issued according to the Housing Act;

Cap. 398.

(i) to provide for the removal or modification of any transitory provisions contained in the Condominium Act;

(j) to provide with respect to any thing about which he may make regulations in terms of the provisions of this Title.”.

Addition of the Third Schedule to the Code.

37. Immediately after the Second Schedule to the Code there shall be added the following new schedule:-

**“THIRD SCHEDULE**

Lease of an urban property, residence and commercial tenement

This, ..... day of .....

By the present private writing there appear on the one part ..... son of ..... and ..... neè ..... born in ..... and residing at ..... holder of Identity Card Number ..... hereinafter referred to as the lessor.

And on the other part ..... son of ..... and ..... neè ..... born in ..... and residing at ..... holder of Identity Card Number ..... hereinafter referred to as the lessee.

And hereby the parties agree on the following:

- a. the lessor is granting by title of lease to the lessee who under the same title of lease accepts the premises .....
- b. the lessee may use the leased premises for .....
- c. this lease is being made for a period of ..... commencing from .....
- d. the parties agree that on the termination of this lease it may not be renewed / shall be renewed as follows .....

e. the rent payable for this lease shall be ..... that shall be due each ..... in advance / in arrears.”.

**38.** The Reletting of Urban Property (Regulation) Ordinance shall be amended as follows:-

Amendment of the Reletting of Urban Property (Regulation) Ordinance. Cap. 69.

(a) immediately after subarticle (3) of article 16 there shall be added the following new subarticle:

“(4) Without prejudice to any other law the Board shall also decide all matters affecting the leases of urban property including residential as well as commercial property in terms of Title IX of Part II of Book Second of the Civil Code, Of Contracts of Letting and Hiring, including causes relating to the occupation of urban property where such leases have expired.”;

(b) immediately after article 16 thereof, there shall be added the following new article:-

“Powers of the Board.

16A. (1) (a) In actions before the Rent Board, where the demand is solely for the eviction of any person from the lease or sub-lease of any urban, residential or commercial tenement, with or without a claim for rent or any other consideration due or by way of damages for any compensation, up to the date of the surrender of the tenement, it shall be lawful for the applicant to demand in the sworn application that the Board gives judgment allowing his demand, without proceeding to trial:

Provided that the applicant shall, in his sworn application state that the respondent has no defence to the action:

Provided further that the applicant shall also file together with the application a sworn affidavit containing facts relative to the claim, and confirming that such facts are within his knowledge. The applicant may also file together with his application an affidavit of any other third party confirming facts relative to the claim.

(b) In the cases provided for in this article, the sworn application shall be in writing according to the prescribed form and shall contain an order to the respondent to appear before the Board, on an appointed day and at a stated time.

(c) In the cases provided for in this article, the sworn application shall also indicate clearly that the procedures conducted are special summary procedures where judgement shall be given at the first hearing of the case should the respondent fail to appear at that sitting or should he fail at that sitting to show that he has a valid defence to put forth to rebut the applicant's claims.

Service on respondent. (2) A copy of the sworn application shall be served upon the respondent.

Time for service of sworn application. (3) In the cases referred to in subarticle (1) hereof, the sworn application shall be served on the respondent without delay; and he shall be ordered to appear not earlier than fifteen days and not later than thirty days from the date of service:

Provided that in the case of non-observance of the provisions of this article the Board shall not stop proceedings by special summary proceedings but shall give such orders as it may consider appropriate so that the rights of the parties be not prejudiced.

Mode of service. (4) The sworn application, and the affidavit produced therewith, and any order referred to in subarticles (2) and (3) hereof shall be served by means of any executive officer of the courts.

Trial in special summary proceedings. (5) (a) If the respondent fails to appear to the sworn application, or if he appears and does not contest the proceedings taken by the applicant, on the ground of irregularity or inapplicability, or, having unsuccessfully raised such plea, does not by his own sworn evidence, or otherwise, satisfy the Board that he has a *prima facie* defence, in law or in fact, to the action on the merits, or otherwise discloses such facts or issues of law as may be deemed sufficient to entitle him to defend the action, the Board shall forthwith give judgement, allowing the applicant's claim. The respondent may make his submissions to contest the proceedings taken by applicant on the ground of irregularity or inapplicability by means of a note to be filed in the registry of the Board or during the hearing.

(b) If the respondent successfully contests the proceedings on the ground of irregularity, or inapplicability, or if he satisfies the Board that he has a *prima facie* defence to the action, or discloses such facts or issues of law as may be deemed sufficient to entitle him to defend the action or to set up a counter-claim, he shall be given leave to defend the action and file a reply within twenty days from the date of the order referred to in paragraph (d) hereunder.

(c) Where leave to defend is given, the action shall be tried and determined, on the same acts, in the ordinary course as provided in this Ordinance.

(d) The order giving leave to defend shall be made orally, a record thereof being kept in the proceedings.”; and

(c) in article 46, immediately at the end of subarticle (1) thereof, there shall be added the following proviso:-

“Provided that articles 16 to 45 of this Ordinance shall also apply to all leases made after the 1st June, 1995.”.

**39.** (1) Leases which were in force before the 1st June, 1995, and which are still in force on the 1st January, 2010, shall continue to be regulated by the laws which were in force before the 1st June, 1995, other than the provisions of Title IX of Part II of Book Second of the Civil Code, Of Contracts of Letting and Hiring, as amended by this Act and subject to any regulations made in virtue of the amendments introduced by this Act. Transitory provisions.

(2) Leases which were granted after the coming into force of the Housing Laws Amendment Act, 1995, and which are still in force on the 1st January, 2010, shall continue to be regulated by the provisions of the said law insofar as they are not affected by the provisions of Title IX of Part II of Book Second of the Civil Code, Of Contracts of Letting and Hiring, as amended by this Act.

(3) So however that where by this Act further obligations were made incumbent on the lessee which before the 1st June, 2008 were not incumbent on him, failure to fulfil those obligations before the 1st January, 2010 may not in any manner make the lessee liable for any damages or other adverse consequences such as an action for the termination of the lease.

(4) The provisions of Title IX of Part II of Book Second of the Civil Code, Of Contracts of Letting and Hiring, shall also apply to the letting of urban tenements where terminated contracts of emphyteusis or sub-emphyteusis have been or are about to be converted into leases by virtue of the law:

Provided that in the case of leases made by virtue of the Housing (Decontrol) Ordinance, the provisions of the said Ordinance defining the person to be considered as the lessee and the provisions providing for the transfer of the lease after the demise of the lessee shall continue to apply notwithstanding the aforesaid provisions of the Civil Code.

(5) The Rent Board appointed by virtue of the Reletting of Urban Property (Regulation) Ordinance shall have exclusive jurisdiction to decide matters connected with the letting of urban property including both commercial tenements and residences. So however that causes relating to lease contracts which on the 1st January, 2010 are still pending before the Courts or other Tribunals shall still be dealt with by the same Courts or Tribunals.

(6) Nothing in this law and in the Civil Code as amended by this Act shall be deemed to lessen the powers pertaining to the Director, Social Accommodation, to the Housing Authority, or to any other person who exercises public authority owing to such person's office, by virtue of the Housing Act or by virtue of the Housing Authority Act.

(7) Without prejudice to the provisions of the Civil Code as amended by this Act, the renewal of a lease after the 1st June, 1995 or after that date (whether such renewal is conventional, legal, customary or otherwise) shall not be considered as a lease agreed on the 1st June, 1995 or after that date and the renewal of a lease on the 1st January, 2010 or after that date (whether such renewal is conventional, legal, customary or otherwise) shall not be considered as a lease agreed on the 1st January, 2010, or after that date.

(8) Save as the Minister responsible for accommodation may by regulations otherwise provide, nothing in this Act shall affect the applicability of:

(b) the Housing Act; Cap. 125.

(c) the Disposal of Government Land Act; and Cap. 268.

(d) article 8 of the Reletting of Urban Property (Regulation) Ordinance.

as in force immediately before the coming into force of this Act.

(9) Without prejudice to the other provisions of this Act, the provisions of this Act shall apply to leases where Government is the owner or the lessee.”.

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Passed by the House of Representatives at Sitting No. 129 of 16th June, 2009.

LOUIS GALEA  
*Speaker*

PAULINE ABELA  
*Clerk to the House of Representatives*