

Temporary Restriction is Introduced on Termination of Workplace Rent Contracts due to Failure to Pay

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The termination of the lease contracts for the reasons arising from the lessee in the leases of residential and roofed workplaces are regulated in Article 352 of the Turkish Code of Obligations numbered 6098. In accordance with the relevant regulation; if the lessor sends two rightful warnings to the lessee in writing due to the non-payment of the rent

- within the rental period for the contracts which term is shorter than one year, or
- within the one rental year or the period exceeding one rental year for the contracts which term is one year or longer.

the lessor can terminate the rental contract by initiating a lawsuit within one month, starting from the end of the rental period and/or the end of the rental year in which the notifications are made for contracts more than one year.

However, the application of this regulation was temporarily suspended in terms of workplace lease contracts as per the Provisional Article 2 under the Law on the Amendments in Certain Laws numbered 7226 ("**Law**"), published in Official Gazette number 31080 and dated 26 March 2020 within the scope of the measures taken to prevent the negative effects of COVID-19 pandemic on the business owners.

Pursuant to the Provisional Article 2, the failure to pay the workplace rent from 1 March 2020 to 30 June 2020 will not constitute a reason for the evacuation and the termination of the lease contracts.

Please see this [link](#) for the full text of the Law (only available in Turkish).

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