



How to Evict a Tenant: Landlord's Rights and Tenant Eviction Process

As Bayraktar Attorneys, we have addressed one of the frequently asked questions, “How to evict a tenant?” In this article, you will find information about the process of tenant eviction. The eviction methods discussed are also applicable to commercial leases. Evicting a tenant, also known as tenant removal, is a common and important procedure that requires careful attention. While legislation provides significant protection to tenants, it also establishes various grounds for tenant eviction for landlords. In this article, we will explore the valid reasons for evicting a tenant.

Reasons for Evicting a Tenant: According to the Turkish Code of Obligations, valid reasons must exist to evict a tenant. Without such reasons, the tenant cannot be removed from the premises. The law aims to protect tenants while providing landlords with specific grounds for eviction. We will discuss the following reasons for tenant eviction:

Non-payment of Rent: If a tenant fails to pay the rent, the landlord can evict them. However, specific procedures need to be followed. The landlord must send two valid written notices to the tenant within a certain period. If the tenant fails to pay the rent within this timeframe, the landlord can initiate eviction proceedings within one month.

Existence of an Eviction Commitment: An eviction commitment is a statement by the tenant indicating their intention to vacate the premises after a specific period. To rely on an eviction commitment as grounds for eviction, it should be given after the lease agreement is signed. Written documentation of the commitment is necessary, and if the commitment is made on the same day as the lease agreement, it becomes invalid.



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Landlord's or Their Relatives' Need for the Property: If the landlord or their close relatives require the property, they can request eviction. Close relatives include the spouse, ascendants, descendants, and individuals financially dependent on the landlord. However, the need for the property must be genuine. If the landlord knew about the existence of their or their relatives' property at the time of signing the lease agreement, eviction based on this reason cannot be pursued.

Need for Renovations: When substantial renovations are necessary in the rented property, eviction can be requested. The renovations must be significant enough to render the property uninhabitable during the renovation period. Minor repairs do not qualify as valid grounds for eviction.

Disturbance to Neighbors: If the tenant breaches neighborhood rules or fails to show respect towards neighbors, eviction may be pursued. The tenant has certain obligations towards maintaining good relations with neighbors.

Tenant Already Owning a Property: If the tenant or their spouse owns another property within the same municipality, eviction can be sought. However, if the landlord was aware of this fact at the time of the lease agreement, eviction based on this reason is not possible.

Tenant's Bankruptcy: If the tenant is declared bankrupt, the landlord may request guarantees for future rental payments. The landlord must provide written notice to the tenant or the bankruptcy office, requesting the guarantees. If the tenant fails to provide the requested guarantees within a reasonable period, the landlord can terminate the lease agreement.

Expiration of a 10-Year Lease Term: After 10 years from the start of the lease agreement, the landlord can request eviction without providing any specific reason. However, the landlord must give a three-month notice to the tenant before the end of each lease year.

In cases where significant reasons exist, both parties have the right to terminate the lease agreement. These reasons refer to circumstances that make the continuation of the lease agreement unbearable. If such a situation occurs, both the landlord and the tenant can terminate the agreement.

How to Evict a Tenant Who Does Not Pay Rent: If a tenant consistently fails to pay rent or does not pay at all, there are three methods to evict them:

Eviction with Two Notices: If two rental payments within the same lease year remain unpaid, the landlord must send two written notices to the tenant. After sending the notices, the landlord can initiate eviction proceedings within one month from the end of the lease year.

Eviction due to Default: In case of non-payment, the landlord sends an official notice to the tenant. The notice states that the rent must be paid within 30 days, indicating that failure to comply will result in termination of the lease agreement. If the tenant fails to pay within the given period, eviction can be pursued through the execution process.



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Eviction through the Execution Process: The landlord can initiate an execution process with a request for eviction and unpaid rent. If only unpaid rent is claimed, an expedited execution process can be initiated.

Where to File an Eviction Lawsuit: According to the Law on Civil Procedure, the competent court for eviction lawsuits is the Civil Peace Court (Sulh Hukuk Mahkemesi). However, this court is not the exclusive jurisdiction. Therefore, the lawsuit can also be filed at the tenant's place of residence or the place where the lease agreement is performed.

Conclusion: Evicting a tenant requires following the legal procedures and establishing valid grounds as prescribed by the Turkish Code of Obligations. As Bayraktar Attorneys, we can provide you with expert legal advice and [assistance](#) throughout the tenant eviction process. Our team of dedicated professionals is committed to protecting your rights and ensuring a smooth and lawful eviction process. [Contact](#) Bayraktar Attorneys today to discuss your specific case and receive personalized legal guidance.

