The *Saeima*1 has adopted and

the President has proclaimed the following law:

**Residential Tenancy Law**

**Chapter I**

**General Provisions**

**Section 1. Purpose of the Law**

The purpose of this Law is to promote housing availability by ensuring a fair balance between the interests of the lessor of a residential space and the tenant.

**Section 2. Scope of Application of the Law**

(1) This Law governs the legal relationship between the lessor of a residential space and the tenant, prescribing their general rights, obligations and responsibility, the grounds for the termination of legal relationship, and also the basic provisions of a residential tenancy agreement.

(2) The Civil Law and other laws and regulations shall be applicable to the legal relationship of residential tenancy insofar as such relationship is not governed by this Law.

(3) This Law shall not apply to:

1) the use of residential space in non-residential buildings owned by a public person or a capital company thereof;

2) the use of residential space in official accommodation facilities and official residential space, except for the use of official residential space owned by the State;

3) official residential space owned by the State which is transferred for use to professional military service soldiers or officials with special service rank of the institution in the system of the Ministry of the Interior;

4) temporary (seasonal) use of residential space for leisure and tourism needs.

**Chapter II**

**Residential Tenancy Agreement**

**Section 3. Residential Tenancy**

Residential tenancy is the transfer of rights of use of the residential space to another person for a charge.

**Section 4. Subject-matter of a Residential Tenancy Agreement**

An apartment (residential house) with at least one residential space, and also auxiliary rooms – a kitchen or a kitchen niche and sanitary space – shall be the subject-matter of a residential tenancy agreement. A separate residential space, if there are no auxiliary rooms in the apartment, or a residential space in the apartment, if it is not a walk-through residential space, (hereinafter – the residential space) may also be the subject-matter of a residential tenancy agreement.

**Section 5. Parties to a Residential Tenancy Agreement**

(1) The lessor may be any natural or legal person who is the owner or possessor of the residential space, an estate within the meaning of Section 382 of the Civil Law, a person who owns the dwelling right if consent of the owner of the residential space has been received, and also a local government if such local government has obtained the relevant residential space for use on a legal basis in accordance with the law On Assistance in Solving Apartment Matters.

(2) The tenant of the residential space (hereinafter – the tenant) shall be a natural person.

(3) A residential tenancy agreement may be concurrently concluded with several tenants, transferring the residential space thereto for common use.

**Section 6. Grounds for the Use of the Residential Space**

A residential tenancy agreement concluded in writing shall be the only grounds for the tenant to use the residential space, whereas for the sub-tenant – a sub-tenancy agreement concluded in writing.

**Section 7. Conclusion of a Residential Tenancy Agreement**

A residential tenancy agreement shall be concluded in writing between the lessor and the tenant.

**Section 8. Provisions of a Residential Tenancy Agreement**

(1) The following provisions shall be included in a residential tenancy agreement:

1) the address, area, and characteristics of the residential space that is intended to be transferred for use;

2) duration of the residential tenancy agreement;

3) the amount of the rental payment of the residential space, the arrangements and time period for the payment thereof, the conditions and procedures for the modification of the rental payment;

4) services related to the use of the residential space and received by the tenant, the fee of such services, the arrangements and time period for the payment thereof;

5) information on persons lodged in the residential space together with the tenant.

(2) Other provisions may be also included in a residential tenancy agreement whereof the lessor and the tenant have agreed on, including the provisions regarding:

1) the use of the residential space (equipment, auxiliary buildings, also the attached land of the building where the residential space is located);

2) sub-tenancy of the residential space;

3) lodging of persons in the residential space rented by the tenant;

4) any improvements, including repairs, in the residential space.

(3) If the lessor and the tenant agree on notarisation (notarial deed) of a residential tenancy agreement or on the recording thereof in the Land Register, the obligation of the tenant to vacate the rented residential space together with family members and other persons lodged there before termination of the agreement either due to expiration of the time period or due to failure to settle the rental payment in the amount specified in the agreement shall be determined in the residential tenancy agreement, if the lessor, through exercising his or her rights specified in law, applies to a court for undisputed enforcement of obligations in accordance with the procedures laid down in the Civil Procedure Law.

(4) Upon conclusion and termination of a residential tenancy agreement, the lessor and the tenant may draw up the transfer-acceptance act.

(5) The provisions of a residential tenancy agreement may be amended on the basis of a written agreement between the lessor and the tenant.

**Section 9. Duration of a Residential Tenancy Agreement**

A residential tenancy agreement shall be concluded for a definite period of time.

**Section 10. Charge of a Residential Tenancy Agreement**

(1) The rental payment of the residential space shall be determined on the basis of a written agreement between the lessor and the tenant.

(2) Payments related to the use of the residential space may also be included in the rental payment on the basis of a written agreement between the lessor and the tenant.

(3) The rental payment may be modified during the period of validity of a residential tenancy agreement if the conditions and procedures for the modification of the rental payment are provided for in such agreement.

**Section 11. Payments Related to the Use of the Residential Space**

A residential tenancy agreement shall determine the procedures for the settlement of payments related to the use of the residential space.

**Section 12. Security Deposit**

(1) In order to ensure the fulfilment of the liabilities of a residential tenancy agreement, the lessor, when concluding a residential tenancy agreement, is entitled to request a security deposit payment from the tenant which does not exceed the rental payment of two months. The security deposit shall be paid in accordance with the procedures and within the time period specified in the residential tenancy agreement.

(2) If the tenant, upon expiry of a residential tenancy agreement, owes the lessor any payments specified in the residential tenancy agreement, the debt shall be extinguished from the security deposit and the lessor shall, without delay, notify the tenant thereof.

(3) It may be provided for in a residential tenancy agreement that the lessor has the right to use the security deposit for covering late payments specified in the agreement also during the period of validity of the residential tenancy agreement, and also to provide for the obligation of the tenant to restore the security deposit used.

(4) If, upon expiry of a residential tenancy agreement, the security deposit for ensuring the fulfilment of liabilities of the agreement is not used or is used partially, the whole amount of the security deposit or the remaining part thereof shall be returned to the tenant not later than on the day when the residential space is vacated, unless it is provided for otherwise in the residential tenancy agreement.

(5) A residential tenancy agreement may provide for other reinforcements of the liabilities of the tenant.

**Chapter III**

**Rights and Obligations of the Lessor, the Tenant, and the Persons Lodged in the Residential Space**

**Section 13. Right of the Tenant to Use the Residential Space**

The tenant has the right to use the residential space without hindrance in conformity with the provisions specified in the residential tenancy agreement.

**Section 14. Right of the Tenant to Lodge Family Members and Other Persons in the Residential Space**

(1) The tenant has the right to lodge his or her spouse and their children or children of each spouse in the residential space rented by him or her if the lessor has been informed thereof in advance in writing.

(2) The person who, in accordance with Paragraph one of this Section, has been lodged in the residential space rented by the tenant shall be considered a member of the tenant’s family.

(3) The tenant may lodge persons who are not referred to in Paragraph one of this Section in the residential space rented by him or her only after obtaining a written consent of the lessor.

(4) Information on any person lodged in the residential space rented by the tenant in accordance with the procedures laid down in Paragraphs one and three of this Section shall be indicated in the residential tenancy agreement.

**Section 15. Right to Declare a Place of Residence**

The lessor shall not deny the tenant a possibility to declare the rented residential space as his or her place of residence. This provision shall also apply to the persons who have been lodged in the residential space rented by the tenant in conformity with the provisions laid down in Section 14 of this Law.

**Section 16. Rights and Obligations of the Family Members of the Tenant and Other Persons Lodged**

(1) A person has the right to use the residential space rented by the tenant only if he or she has been lodged in the relevant residential space in accordance with the procedures laid down in Section 14 of this Law.

(2) The family members of the tenant and other persons lodged in the residential space rented by him or her shall not obtain independent right of use of this residential space. Upon expiry of the right of the tenant to use the residential space, the right of his or her family members and other persons lodged to use this residential space shall expire as well.

(3) In case of death of the tenant, a family member of the tenant who has been lodged in the residential space in accordance with the provisions laid down in Section 14 of this Law, within three months, has the right to request conclusion of a residential tenancy agreement without changing the conditions of the previous residential tenancy agreement, except for the duration of the residential tenancy agreement which shall not exceed 10 years.

(4) A family member of the tenant who has concluded a residential tenancy agreement in accordance with Paragraph three of this Section has the obligation to cover the rental payment and other payments related to the use of the residential space and which have not been settled by the previous tenant.

**Section 17. Obligations of the Tenant**

(1) The tenant has the following obligations:

1) to conform to the provisions of the residential tenancy agreement;

2) to use the residential space for residence and also other additional purposes if such have been included in the residential tenancy agreement;

3) to settle the rental payment in the amount and in accordance with the procedures specified in the residential tenancy agreement;

4) to settle payments related to the rental use of the residential space in conformity with the provisions of the residential tenancy agreement;

5) to treat the residential space with care, to prevent deterioration of its condition, damages thereof, and unauthorised transformation or unauthorised repairs;

6) to conform to the laws and regulations which apply to the use of the residential space, including fire safety, sanitary and hygiene requirements;

7) to inform without delay the lessor of such damages or deficiencies of the residential space which affect or might affect the health, life, property of a person;

8) to vacate the rented residential space upon expiry of the residential tenancy agreement, except for the case when the tenant has concluded a new residential tenancy agreement for further use of this space or the court has satisfied the application of the tenant for staying of the undisputed enforcement;

9) to ensure that the persons lodged in the residential space rented by the tenant conform to the provisions regarding the use of the residential space specified in the residential tenancy agreement and, upon expiry of the residential tenancy agreement, vacate the residential space together with the tenant;

10) other obligations of the tenant specified in the residential tenancy agreement.

(2) If the residential tenancy agreement is being concurrently concluded with several tenants, upon transfer of the residential space for common use, the tenants shall be jointly liable for the obligations under the residential tenancy agreement.

**Section 18. Obligations of the Lessor**

(1) The lessor has the obligation to transfer the residential space for use to the tenant and to ensure a possibility for the tenant to use it without hindrance for the entire duration of the residential tenancy agreement.

(2) The lessor has the obligation to inform without delay the tenant of:

1) his or her address and to provide other contact information necessary for mutual communication;

2) alienation of the residential space.

(3) The lessor, insofar as it depends on him or her, has the obligation to maintain the residential house where the residential space is rented and to ensure the exploitation thereof (physical maintenance throughout the period of exploitation thereof) in accordance with the requirements laid down in laws and regulations in order to ensure that the tenant could use the residential space for residential purposes and to get the full benefit therefrom to which he or she is entitled in accordance with the residential tenancy agreement.

(4) In case of death of the tenant, the lessor has the obligation to conclude a residential tenancy agreement with a family member of the tenant without changing the conditions of the residential tenancy agreement concluded with the previous tenant.

**Chapter IV**

**Expiry of a Residential Tenancy Agreement**

**Section 19. Expiry of a Residential Tenancy Agreement**

(1) A residential tenancy agreement shall expire:

1) upon expiry of the duration thereof;

2) if the rented residential space has perished;

3) in case of death of the tenant;

4) if the tenant acquires the ownership of the residential space rented by him or her.

(2) The tenancy right may not be inherited if the residential tenancy agreement has expired due to death of the tenant.

**Section 20. Right of a Tenant to Unilaterally Withdraw from a Residential Tenancy Agreement**

The tenant has the right to unilaterally withdraw from a residential tenancy agreement.

**Section 21. Right of the Lessor to Terminate a Residential Tenancy Agreement or Unilaterally Withdraw from a Residential Tenancy Agreement**

The lessor has the right to unilaterally withdraw from a residential tenancy agreement in conformity with the provisions laid down in Section 26 of this Law or to terminate the agreement in conformity with the provisions laid down in Sections 22, 23, 24, and 25 of this Law.

**Section 22. Termination of a Residential Tenancy Agreement if the Residential Space or House is Being Damaged or the Conditions for the Use of the Residential Space are Otherwise Violated**

The lessor may terminate a residential tenancy agreement if:

1) the tenant, his or her family members, or other persons lodged damage the residential space (including the furnishings thereof), other buildings and premises which have been transferred for use to the tenant in accordance with the residential tenancy agreement, or also the common premises, the communications system and installations of the residential house, violates the improvement specified in the agreement, including the provisions regarding the performance of repairs, degrades the environment;

2) the tenant, his or her family members, or other persons lodged use the residential space, residential house, other buildings and premises which have been transferred for use to the tenant for purposes other than those specified in the residential tenancy agreement;

3) the tenant, his or her family members, or other persons lodged otherwise violate the provisions regarding the use of the residential space specified in the residential tenancy agreement or also make the living with them in the residential space or residential house impossible or significantly hindered for other persons.

**Section 23. Termination of a Residential Tenancy Agreement Due to Illegal Residence in the Residential Space**

The lessor may terminate a residential tenancy agreement if the residential space is used without his or her consent by persons not provided for in this agreement.

**Section 24. Termination of a Residential Tenancy Agreement Due to Failure to Settle Rental Payment of the Residential Space and Other Payments Related to the Use of the Residential Space**

(1) The lessor may terminate a residential tenancy agreement if:

1) the tenant does not settle the rental payment even though he or she has been granted the possibility to use the residential space in accordance with the residential tenancy agreement and the amount of late payments exceeds the rental payment of two months, unless the residential tenancy agreement states a higher amount of late payments;

2) the tenant does not settle the payments related to the use of the residential space in accordance with the procedures laid down in the residential tenancy agreement and payments are delayed for two months, unless the residential tenancy agreement states a longer time period for delayed payments.

(2) If a court, when examining an application of the lessor, has taken the decision on undisputed enforcement of the obligation of the tenant to vacate, in case of failure to settle the rental payment, the rented residential space together with family members and other persons lodged there which is specified in the residential tenancy agreement, the residential tenancy agreement shall be regarded as terminated along with the entry into effect of the court ruling. If the tenant, within the time period and in accordance with the procedures laid down in law, brings a claim before a court, disputing the rental payment debt, he or she concurrently has the right to request renewal of the residential tenancy agreement for the remaining term of this agreement.

**Section 25. Termination of a Residential Tenancy Agreement Due to House Demolition or Rebuilding**

(1) The lessor may terminate a residential tenancy agreement if:

1) the residential house rebuilding or renewal is not technically possible or financially justifiable and therefore the residential house owner has taken the decision to demolish the residential house;

2) further exploitation of the residential house requires rebuilding or renewal thereof and, in accordance with the plan for work organisation, this is not possible while the residential space of the house is used by the tenant.

(2) When requesting termination of a residential tenancy agreement in the cases referred to in Paragraph one of this Section, the lessor has the obligation to compensate the tenant the expenses related to resettlement, investments made in the residential space in accordance with the agreement, and also to compensate for any losses if such have been caused.

**Section 26. Withdrawal from a Residential Tenancy Agreement Due to Prohibition of Exploitation**

(1) The lessor may withdraw from the residential tenancy agreement if, in accordance with the procedures laid down in the laws and regulations governing construction, a decision is taken which prohibits the exploitation of the residential house.

(2) Upon withdrawal from the residential tenancy agreement in the case referred to in Paragraph one of this Section, the lessor has the obligation to compensate the tenant the expenses related to resettlement, investments made in the residential space in accordance with the agreement, and also to compensate for any losses if such have been caused.

**Section 27. Notification of Termination of a Residential Tenancy Agreement or Withdrawal from a Residential Tenancy Agreement**

(1) The tenant shall notify the lessor in writing of termination of a residential tenancy agreement at least one month in advance if the duration of the residential tenancy agreement does not exceed 10 years. The tenant and the lessor may agree on a longer notification period if the duration of the residential tenancy agreement exceeds 10 years.

(2) The tenant may withdraw from the residential tenancy agreement immediately, giving a written notification to the lessor, if the lessor fails to fulfil the obligations provided for in Section 18, Paragraph one or three of this Law.

(3) The lessor shall notify the tenant in writing of termination of the residential tenancy agreement:

1) at least one month in advance – in the case referred to in Section 23 or 24 of this Law, and also in the cases referred to in Section 25, Paragraph one of this Law if the residential tenancy agreement has been concluded for a time period of up to one year;

2) at least three months in advance – in the cases referred to in Section 25, Paragraph one of this Law if the residential tenancy agreement has been concluded for a time period from one year to three years.

(4) In the case provided for in Section 26 of this Law the lessor may withdraw from the residential tenancy agreement immediately by giving a written notification to the tenant.

(5) The notification of termination of the residential tenancy agreement or withdrawal therefrom shall be dispatched to the address indicated in the agreement, including the electronic mail address. The notification of termination of the residential tenancy agreement or withdrawal from the residential tenancy agreement may also be issued with the intermediation of a sworn bailiff. If the notification of termination of the residential tenancy agreement or withdrawal from the residential tenancy agreement is issued with the intermediation of a sworn bailiff, the lessor or the tenant shall be considered to have been duly notified on the day which has been indicated in the deed drawn up by the sworn bailiff as the day on which the notification has been issued to the addressee or the addressee has refused to receive the notification.

(6) In giving a notification of termination of the residential tenancy agreement or withdrawal from the residential tenancy agreement before applying to a court, the lessor must specify in the notification the non-fulfilled liability, the period of delay of such liability, the amount of late payments, and the consequences of failure to fulfil the liability.

**Section 28. Residential Tenancy Agreement in Case of a Change of the Owner of the Residential Space**

(1) If, during the period of validity of a residential tenancy agreement, the residential space is alienated, the previous residential tenancy agreement concluded with the tenant shall be binding on the acquirer thereof only if the residential tenancy agreement has been recorded in the Land Register. If the residential tenancy agreement has not been recorded in the Land Register, it shall expire with the corroboration of the property rights of the acquirer in the Land Register.

(2) If a residential tenancy agreement has not been corroborated in the Land Register, however, the acquirer has become aware that the residential space was rented and the acquirer does not wish to conclude a new residential tenancy agreement with the tenant, he or she shall inform the tenant in the notification that the residential space should be vacated within two months. The tenant, the family members of the tenant, and other persons lodged, and also the sub-tenant, his or her family members, and other persons lodged by him or her, if the residential space is transferred for sub-tenancy, have the obligation to vacate the residential space by the deadline specified in the notification.

(3) If there are no records in the Land Register regarding the residential tenancy agreement and the acquirer has no information on whether the residential tenancy agreement was concluded for the use of the residential space or who was the tenant thereof and, consequently, the acquirer may not use the residential space, a sworn notary shall, on the basis of written request from the acquirer, publish an announcement in the official gazette *Latvijas Vēstnesis* of a change of the property rights to the residential space. The announcement shall state the address of the residential space and invite the persons who had concluded the residential tenancy agreement with the lessor to notify thereof within a month and to submit the residential tenancy agreement to the relevant sworn notary.

(4) After expiry of the invitation referred to in Paragraph three of this Section, the sworn notary shall, upon request of the acquirer, issue a certificate, stating that during the invitation period no person with the right to rent the residential space has come forward or stating the person who submitted the notification on a residential tenancy agreement, and shall add a derivative of the received residential tenancy agreement thereto. The acquirer of the residential space, if he or she does not wish to conclude a residential tenancy agreement with the tenant, has the obligation to notify the tenant in writing that the residential space must be vacated within one month.

(5) If, by the deadline and in accordance with the procedures laid down in Paragraph three of this Section, no person has come forward, it shall be considered that any rights to use the residential space referred to in this Law on the basis of a residential tenancy agreement concluded by the lessor have expired along with the corroboration of property rights of the acquirer in the Land Register.

**Section 29. Consequences of Expiry of a Residential Tenancy Agreement**

(1) The tenant, his or her family members, and other persons lodged, and also the sub-tenant, his or her family members, and other persons lodged by him or her, if the residential space is transferred for sub-tenancy, have the obligation to vacate the residential space until expiry of the residential tenancy agreement, except for the case referred to in Paragraph two of this Section.

(2) The provisions of Paragraph one of this Section shall not be applied in case of a change of the owner of the residential space referred to in Section 28 of this Law.

(3) If the tenant, his or her family members, and other persons lodged, and also the sub-tenant, his or her family members, and other persons lodged by him or her, if the residential space is transferred for sub-tenancy, until expiry of the residential tenancy agreement or in the case referred to in Section 28, Paragraph two or four of this Law – after the deadline specified by the acquirer fail to vacate the residential space, the tenant shall compensate the lessor or the acquirer for any losses, and also pay compensation for the use of the residential space.

**Chapter V**

**Rental of the Residential Space Owned or Leased by a Local Government**

**Section 30. Rental of the Residential Space Owned or Leased by a Local Government**

The residential space owned or leased by a local government may be rented to a person who has been recognised as entitled to receive assistance in accordance with the law or regulation regarding assistance in solving apartment matters.

**Section 31. Rental Payment for the Residential Space Owned or Leased by a Local Government**

(1) The amount of the rental payment for the residential space owned or leased by a local government shall be determined by the local government, taking into account the binding regulations thereof regarding the determination of the rental payment.

(2) The lessor shall notify in writing the tenant of the determination of the rental payment and it shall enter into effect one month after the notification thereof.

**Section 32. Rental of the Residential Space Owned by a Local Government**

(1) A local government council shall issue binding regulations, determining the procedures and conditions for the rental of the residential space owned by the local government, and also the duration for the conclusion of a residential tenancy agreement, but not longer than 10 years. This provision shall not apply to the residential space owned or leased by the local government which is rented in accordance with the laws and regulations regarding the provision of assistance in solving apartment matters.

(2) In case of death of the tenant of the residential space owned by a local government or in case of a change of the place of residence thereof, a person of legal age who together with the tenant received assistance in accordance with the law or regulation regarding assistance in solving apartment matters is entitled to request the conclusion of a residential tenancy agreement in the place of the previous tenant in conformity with the binding regulations of the local government.

**Chapter VI**

**Rental of Official Residential Space Owned by the State**

**Section 33. Provisions for the Rental of Official Residential Space Owned by the State**

(1) Official residential space owned by the State shall be rented only in relation to the employment (service) relationship in order to ensure the performance of the State administration functions.

(2) Official residential space owned by the State shall be rented by an institution which has received the relevant authorisation or whereto such right has been granted by law or regulation.

(3) A tenancy agreement for official residential space owned by the State shall be concluded for the period of employment (service).

**Section 34. Expiry of a Tenancy Agreement for Official Residential Space Owned by the State**

A tenancy agreement for official residential space owned by the State shall expire concurrently with expiry of the employment (service) relationship.

**Chapter VII**

**Corroboration of Rental Rights**

**Section 35. Corroboration of Rental Rights in the Land Register**

Rental rights may be corroborated in the Land Register.

**Section 36. Legal Framework for the Corroboration of Rental Rights in the Land Register**

The provisions of the Land Register Law shall be applicable to corroboration of rental rights insofar it is not laid down otherwise in this Law.

**Section 37. Exemption from Land Register Office Fees**

The applicants for corroboration shall be exempted from the office fee for the corroboration of rental rights and making of amendments to the Land Register.

**Section 38. Requirements in Relation to a Corroboration Request**

A signature of a private individual on a corroboration request submitted in accordance with the procedures laid down in this Law shall be certified by a sworn notary or a court, if the applicant for corroboration submits the corroboration request in person, except for the case when the corroboration request has been signed with a secure electronic signature in accordance with the laws and regulations regarding electronic documents. If the corroboration request has been signed with a secure electronic signature, the legal capacity of the person shall be verified by a district (city) court on the basis of the data of the Population Register.

**Section 39. Applicants for Corroboration**

(1) Corroboration of rental rights may be requested by:

1) the lessor and the tenant;

2) the lessor or the tenant if, in accordance with the procedures laid down in Section 58 of the Land Register Law, the lessor or the tenant has authorised the other party to the residential tenancy agreement to submit a unilateral corroboration request.

(2) A private individual may, in conformity with the conditions of this Section, authorise a sworn notary to submit an electronic corroboration request through data exchange information systems.

(3) The lessor may request to extinguish rental rights:

1) prior to expiry of the term of a residential tenancy agreement after expiry of the notification period referred to in this Law or the residential tenancy agreement on the basis of the notification of withdrawal from the residential tenancy agreement issued to the tenant in accordance with the procedures laid down in this Law;

2) after expiry of the duration of the residential tenancy agreement.

**Section 40. Notification on Corroboration or Extinguishing of Rental Rights**

The Land Registry Office shall send the notification on corroboration or extinguishing of rental rights to the electronic mail address of the parties indicated in the residential tenancy agreement.

**Section 41. Extinguishing of an Entry on the Corroboration of Rental Rights**

A judge shall, without any special request, take the decision on extinguishing the corroboration of rental rights:

1) if a period of six months has lapsed since the moment of expiry of the duration of the residential tenancy agreement;

2) in case of death of the tenant on the basis of the notification of the Population Register received in the online system;

3) if the decision has been taken on corroboration of the property rights in the Land Register for a person in favour of whom the entry on the corroboration of rental rights has been made;

4) if information has been received that the entry on the building has been extinguished in accordance with the procedures laid down in Section 56.4 of the Land Register Law.

**Chapter VIII**

**Administrative Offences in the Field of Residential Space Rental and Competence in the Administrative Offence Proceedings**

**Section 42. Causing Hindrance in the Use of a Rented Residential Space**

(1) For causing such hindrance which prevents the tenant from using the rented residential space, a fine of up to two hundred and eighty units of fine shall be imposed on the lessor of the residential space – a natural person, but on a legal person – up to two thousand and eight hundred units of fine.

(2) For causing such hindrance which prevents the tenant from using heating, electricity, cold and hot water, sewage, and also removal of household waste services in the residential space, a fine of up to two hundred and eighty units of fine shall be imposed on the lessor of the residential space – a natural person, but on a legal person – up to two thousand and eight hundred units of fine.

**Section 43. Competence in the Administrative Offence Proceedings**

Until examination of the administrative offence case, the administrative offence proceedings for the offences referred to in Section 42 of this Law shall be conducted by the State Police or municipal police, or a local government rental board. The administrative offence case shall be examined by the local government administrative commission or sub-commission.

**Transitional Provisions**

1. With the coming into force of this Law, the law On Residential Tenancy (*Latvijas Republikas Augstākās Padomes un Valdības Ziņotājs*, 1993, No. 7; *Latvijas Republikas Saeimas un Ministru Kabineta Ziņotājs*, 1997, Nos. 4, 20; 1998, Nos. 15, 23; 2001, No. 16; 2005, No. 2; 2007, No. 3; 2009, No. 6; *Latvijas Vēstnesis*, 2010, No. 124; 2020, Nos. 117.A, 240.A) is repealed.

2. If after coming into force of this Law there is a change of the owner of the residential space for the use of which a residential tenancy agreement has been concluded until 30 April 2021 which has not been recorded in the Land Register, this agreement shall be binding on the acquirer of the residential space until 31 December 2026; however, if the duration of the concluded residential tenancy agreement expires until 31 December 2026 – until expiry of the duration specified in the agreement. If the claim referred to in Paragraph 3 of these Transitional Provisions is brought, the residential tenancy agreement shall be binding on the acquirer until the day of the entry into effect of such court ruling, until the term specified in the agreement, or until expiry of the term specified in the court ruling, but not later than until 31 December 2036.

3. Residential tenancy agreements which have been concluded until 30 April 2021 shall be recorded in the Land Register in accordance with the procedures laid down in Chapter VII of this Law. If the tenant and the lessor or the tenant and the acquirer cannot reach an agreement, a claim regarding the recording of a residential tenancy agreement in the Land Register shall be brought until 31 December 2026. If no duration for the rental of the residential space has been specified in the residential tenancy agreement, the residential tenancy agreement shall be recorded in the Land Register until 31 December 2036.

4. Residential tenancy agreements which have been concluded until 30 April 2021 and the duration of which continues after coming into force of this Law may be amended by means of an agreement between the lessor and the tenant in accordance with the provisions of Section 8, Paragraph one of this Law not later than until 31 December 2026. If the lessor and the tenant cannot reach agreement on these provisions, the dispute shall be resolved by a court and such claim shall be brought not later than until 31 December 2026.

5. If a residential tenancy agreement has been concluded until 30 April 2021, the agreement remains valid after coming into force of this Law, no duration for the rental of the residential space has been indicated in the agreement and the lessor and the tenant cannot reach an agreement on further duration of the residential tenancy agreement, a court shall decide freely on the duration thereof which does not exceed 10 years, but not longer than until 31 December 2036. The duration of such residential tenancy agreements which have not been amended until 31 December 2026 or whereof no claim has been brought before a court until 31 December 2026 shall be 31 December 2036.

6. If the tenant uses the residential space owned by a local government on the basis of a residential tenancy agreement without any particular duration, the local government may request the conclusion of a new residential tenancy agreement for a definite duration in conformity with the binding regulations issued on the basis of Section 32 of this Law.

7. If the lessor and the tenant who rents the residential space in a denationalised house or a house returned to the lawful owner thereof and has been using it until restoration of property rights cannot reach an agreement on that referred to in Paragraph 4 or 5 of these Transitional Provisions, the dispute shall be resolved by a court and such claim shall be brought not earlier than on 31 December 2023, but not later than until 31 December 2026.

8. After 1 May 2021, the rental boards of local governments established in accordance with the law On Residential Tenancy shall continue their work in order to complete the review of the initiated cases. Local governments which have established rental boards shall decide on a review of the rental board functions on the basis of the laws and regulations governing the work of local governments or shall decide on the liquidation thereof.

The Law shall come into force on 1 May 2021.

The Law has been adopted by the *Saeima* on 17 March 2021.

President E. Levits

Rīga, 6 April 2021