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If a whole or part of a section has been amended, the date of the amending law appears in square brackets at the end of the section. If a whole section, paragraph or clause has been deleted, the date of the deletion appears in square brackets beside the deleted section, paragraph or clause.

The Supreme Council of the
Republic of Latvia has adopted a Law

On Residential Tenancy

CHAPTER I. GENERAL PROVISIONS

Section 1. Purpose of the Law

This Law regulates the provisions for renting out residential space (hereinafter also – apartment) regardless of who owns the residential space, as well as the legal relations between the renter and a tenant, specifies their rights and duties, regulates the procedures for entering into, amendment and termination of a rental contract.

The Civil Law and other regulatory enactments shall be applicable to the legal relations of rent in so far as this Law does not regulate such relations.

Non-residential rental contracts shall be entered into in accordance with the procedures specified in the Civil Law.

[5 July 2001]

Section 2. Rental of Residential Space

Rental of residential space shall be the transfer of the right to use a residential space to another person for a charge. The right to use residential space may be transferred to another person by the owner of the residential space, the possessor, as well as 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.

A residential tenancy or sub-tenancy agreement shall be the only grounds for a tenant or sub-tenant to use a residential space.

[20 December 2004]

Section 3. Subject-matter of a Rental Contract

The subject-matter of a rental contract may be an individual apartment, a part of an apartment or a residential house. A part of a room or a communicating room, as well as auxiliary rooms (kitchen, corridor, pantry, etc.) may not be the subject-matter of an individual tenancy agreement.

A rental contract for use of a part of a room or a communicating room may be entered into only if the owner himself or herself (natural person) occupies the apartment.

Section 4. Parties to a Rental Contract

A renter may be any natural or legal person who is the owner or possessor of an apartment or residential house, as well as 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.

Any natural person who permanently resides in the Republic of Latvia or has received a residence permit in accordance with the procedures specified by law may be a tenant or a sub-tenant.

A trustee of a person recognised as incapable to act shall enter into a residential tenancy or sub-tenancy agreement on behalf of such person, but a person with limited capacity to act shall enter into such agreement with the consent of the trustee.

[20 December 2004]

CHAPTER II.

ENTERING INTO RENTAL CONTRACT AND THE DURATION THEREOF. RENTAL RELATIONS IN CASE OF CHANGE OF OWNER

[5 July 2001]

Section 5. Provisions for Entering into a Rental Contract

The renter and a tenant shall enter into a rental contract in writing.

The possessor on the basis of a State or local government decision shall enter into a rental agreement of residential space owned by the State or a local government. A rental contract regarding a residential house included in the equity capital of a State company shall be entered into by the company on the basis of a decision of the institution specified in the by-law thereof. The rental contract shall be entered into within a period of one month after the taking of such decision.

Residential space in houses owned by natural and legal persons shall be rented out to any person who conforms to the provisions referred to in Section 4, Paragraph two of this Law, on the basis of the owner's judgement.

If the owner (natural person) enters into a rental agreement regarding the renting out of a residential space in an apartment or a single-apartment house occupied by himself or herself, the provisions of Chapter VII of this Law shall be applicable to the agreement.

If one or several residential spaces become vacant in a common apartment owned by the State or a local government, such spaces shall first be offered for rent to the tenant of the apartment, who does not owe rental payment and payment for services, amending the previously entered-into rental contract. If there are several such candidates, preference shall

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be given to the tenant who is using residential space with less area per person residing permanently in the relevant residential space.

A common apartment shall be an apartment the residential spaces of which are used on the basis of individually entered into rental contracts and the auxiliary rooms of which are transferred for collective usage.

[5 July 2001]

Section 6. Duration of a Rental Contract

A rental contract may be entered into, on the basis of an agreement among the parties, either for a specific period of time, or without indicating the duration of the agreement.

If the rental contract has been entered into for a specific period of time, the tenant has a duty to vacate the residential space upon the expiration of the agreement, except in the case where an obligation has been included in the agreement providing for the right of the tenant to request an extension of the agreement. In the case where an obligation has been included in the agreement, providing for the right of the tenant to request an extension of the agreement, the renter has the right to refuse the extension of the rental agreement if:

- 1) the tenant does not fulfil the obligations specified in the rental agreement;
- 2) the residential space is needed for private use by the owner or the members of his or her family; or

- 3) the residential house is to be demolished or capital repairs have to be made in the residential house (residential space) in accordance with Section 28.³, Paragraph one and Section 28.⁴, Paragraphs one and two of this Law.

The tenant may appeal the refusal of the renter to extend the rental contract to a court.

[14 October 1998; 5 July 2001]

Section 7. Inventory of Unrented Residential Space Owned by the State and Local Governments

The manager shall notify the possessor of the relevant house regarding each unrented residential space owned by the State within a period of seven days after the vacation thereof. The address, size, the number of rooms, the floor on which such residential space is located and the level of amenities of the relevant residential space shall be indicated in the notification.

An inventory of unrented residential space owned by local governments shall be performed in accordance with the procedures specified by law.

[5 July 2001]

Section 8. Rental Contract Relations in Case of Change of Owner

If a residential house or apartment is transferred into the ownership of another legal or natural person, the rental contracts entered into by the previous owner shall be binding to the new owner. The agreements may be amended only in accordance with the procedures specified in this Law.

CHAPTER III.
RIGHTS AND DUTIES OF PERSONS RESIDING IN RENTED-OUT RESIDENTIAL SPACE

[5 July 2001]

Section 9. The Right of a Tenant to Lodge Family Members and Other Persons in the Residential Space

A tenant has the right to lodge his or her spouse, parents (adopters), brothers and sisters incapable of work and adult children who do not have their own family in the residential space the tenant is renting if all the family members of the tenant living in the relevant residential space have consented thereto and if the renter has been informed thereof in advance in writing.

A permission of other adult family members residing in the residential space shall not be required for lodging an underage (also adopted) child in the residential space rented by his or her parents, but the renter shall be informed thereof in writing.

The person who, in accordance with Paragraphs one or two of this Section, has been lodged in the residential space of the tenant shall be considered a member of the tenant's family.

The consent of other adult family members of the tenant residing in the residential space shall not be required for lodging the guardians or trustees of the tenant's family members in the residential space rented by the tenant, but the renter shall be informed thereof in writing.

The consent of the renter, the tenant and all the adult members of the tenant's family shall be required for lodging a person not referred to in Paragraphs one or two of this Section (hereinafter – another person) in the residential space rented by the tenant.

The persons referred to in this Section may be lodged in the residential space if such persons conform to the provisions of Section 4, Paragraph two of this Law.

The given name, surname and personal identity number shall be entered in a rental contract not later than within a period of three working days after a family member of the tenant or another person has been lodged in the residential space rented by the tenant in accordance with the procedures specified in this Section.

[5 July 2001]

Section 10. Rights and Duties of the Tenant's Family Members and Other Persons Lodged in the Apartment

A person has the right to live in a residential space rented by a tenant only if such person has been lodged in the relevant residential space in accordance with the procedures specified in Section 9 of this Law.

Members of the tenant's family have the same rights and duties as the tenant. The adult members of the family and the tenant shall bear solidary material liability regarding the obligations of a rental contract.

In accordance with the procedures specified in Section 9, Paragraphs four and five of this Law, persons lodged in the residential space rented by the tenant shall not acquire a permanent right to use such residential space, and they shall have the same rights and duties as specified in this Law and the relevant rental contract.

[5 July 2001]

Section 10.¹ Termination of the Right to Use Residential Space and Eviction Therefrom

A tenant is entitled to request termination of the right of his or her family member to use the residential space and eviction therefrom without the provision of other residential space if:

- 1) such family member does not fulfil the obligations specified in a rental contract for more than 3 months;
- 2) such family member treats the tenant of the residential space, a member of his or her family or another person living in the residential space with gross disrespect;
- 3) such family member by his or her unlawful actions endangers the life or health of the tenant, a member of his or her family or other persons living in the residential space;
- 4) the parental authority of such family member has been abrogated or suspended and a court has recognised that co-habitation of such person and a child is impossible; or
- 5) such family member deliberately causes economic loss to the tenant, a member of his or her family or another person living in the residential space.

In the cases provided for in Paragraph one of this Section, an action regarding the termination of the right to use the residential space, including against another person living in the relevant residential space, may be brought in court by a family member of the tenant living in the relevant residential space, but in the case provided for in Paragraph one, Clause 4 of this Section – also by the relevant Orphan's court (parish court).

An action regarding the termination of the right to use the residential space shall not be brought in court against such tenant, a member of his or her family or another person living in the residential space, whose care is the duty of the claimant or who has been enlisted in the compulsory military service.

[5 July 2001]

CHAPTER IV. RESIDENTIAL TENANCY PAYMENT AND PAYMENT FOR SERVICES RELATED TO THE USE OF RESIDENTIAL SPACE

[5 July 2001]

Section 11. Apartment Rental Payment

In entering into a rental contract, a rental payment shall be determined on the basis of a written agreement between parties, except the cases specified in Sections 11.¹ and 11.² of this Law.

A rental payment for a residential space shall consist of:

- 1) a portion of the residential house management expenses, which shall be proportional to the area of the relevant rented out residential space, and
- 2) profit.

Management expenses shall consist of:

- 1) the expenses necessary for the maintenance of a residential house (sanitary servicing and technical maintenance of the house, maintenance of administrative and service staff);

2) a deduction of depreciation (amortisation) of a residential house specified by regulatory enactments for the renovation of the house;

3) the mandatory payments specified by laws (immovable property tax, etc.); and

4) a land lease payment for land parcel use if the residential house is located on land owned by another owner.

The Cabinet shall issue regulations regarding the methodology by which the management expenses referred to in Paragraph three of this Section are to be calculated.

[5 July 2001]

Section 11.¹ Rental Payment for Residential Space Owned by Local Governments

A rental payment for residential space owned by local governments shall be determined by the relevant local government council or an institution authorised thereof in accordance with the procedures specified by the local government council, in compliance with the provisions of Paragraph two of this Section.

If a residential space is rented out to a person with regard to whom the local government has the duty to provide assistance in solving apartment matters in accordance with the procedures specified by law, the relevant local government council may specify a lower rental payment, reducing the management expenses of the residential space and not including profit therein.

[5 July 2001]

Section 11.² Rental Payment for Residential Space Owned by the State and State Companies

A rental payment for a residential space owned by the State shall be determined by the possessor of the relevant residential space, and such payment shall consist of a portion of the residential house management expenses, which is proportional to the size of the relevant rented out residential space, in accordance with the provisions of Section 11, Paragraph three of this Law.

A rental payment for a residential space owned by State companies shall be determined by the possessor of the relevant residential space.

[5 July 2001]

Section 11.³ Payment for Services Related to the Use of Residential Space

The types of services, which a tenant receives during the time of using the residential space, shall be determined in a rental contract:

1) the basic services which are inseparably related to the use of the residential space (heating, cold water, sewerage and removal of municipal waste); and

2) the auxiliary services regarding the provision of which the renter and the tenant have agreed on in the rental contract (hot water, gas, electricity, garage, parking place, etc.) and which the tenant may decline by notifying the renter in writing two weeks in advance.

The renter is entitled:

1) to provide services related to the use of a residential space to a tenant directly, becoming a service provider, in accordance with the procedures specified by regulatory enactments; and

2) be an intermediary between a service provider and a tenant, in compliance with the procedures specified by regulatory enactments.

A tenant is entitled:

1) to independently settle accounts for the received services with a service provider in accordance with the procedures specified by the Cabinet;

2) to come to an agreement with the renter and the service provider in writing in accordance with the procedures specified by the Cabinet that the renter receives from the tenant payment for services together with rental payment and settles accounts with the service provider; and

3) to receive information regarding the amount of the payment for services and the methodology for the calculation thereof in writing.

Payment for the services referred to in Paragraph one of this Section shall be determined by the provider of the relevant service, in compliance with the regulatory enactments regulating the procedures for the provision of the relevant service.

A tenant shall be notified in writing regarding an increase of payment for the basic services referred to in Paragraph one, Clause 1 of this Section at least three months in advance, specifying the reason of and, if the tenant so requests, providing the financial justification for the increase of the payment.

A tenant shall be notified in writing regarding an increase of payment for the auxiliary services referred to in Paragraph one, Clause 2 of this Section at least one month in advance, specifying the reason of and, if the tenant so requests, providing the financial justification for the increase of the payment.

The renter or a service provider is not entitled not to provide (to discontinue or not to commence) the basic services referred to in Paragraph one, Clause 1 of this Section if the tenant does not have unpaid debts for such services. In the case of non-compliance with this provision, the renter or the service provider shall compensate the losses caused to the tenant.

The renter or a service provider is entitled not to provide (discontinue or not to commence) the auxiliary services referred to in Paragraph one, Clause 2 of this Section if:

1) the tenant does not agree with the payment specified for the relevant auxiliary service;

2) the tenant has not paid for the relevant auxiliary service for three months, unless the rental contract specifies another time period and if the tenant has been warned in writing that the auxiliary service shall not be provided henceforth at least two weeks in advance; or

3) other cases have been provided for by regulatory enactments or in the rental contract.

[5 July 2001]

Section 12. Procedures for Payment of Rental Payment and Payment for Service

Rental payment for residential space shall be paid within the time periods specified in the rental contract.

The person to whom the rental payment and the payment for services shall be paid, as well as the address of the place of residence or the legal address shall be specified in the rental contract. If the rental payment and the payment for services are to be paid in non-cash payments, a bank account to which the payment shall be transferred shall be specified in the agreement.

Payment for services related to the use of residential space shall be paid in accordance with time periods and procedures specified by regulatory enactments or in a rental contract.
[20 December 2004]

Section 12.¹ Security Deposit

In order to ensure the fulfilment of rental contract obligations, the renter, in entering into the rental contract, is entitled to request a security deposit payment from a tenant, providing for the amount thereof, the procedures and time periods for the payment, cancellation and refunding thereof in the agreement. If the tenant, upon the expiration of the rental agreement, owes the renter rental payments or payments for services, as well as for caused losses, the debt shall be extinguished and losses shall be compensated from the security deposit.

If, upon the expiration of a rental contract, the security deposit for ensuring the fulfilment of obligations 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 same day when the residential space is vacated, unless the rental agreement states otherwise.

In renting out residential space owned by the State or a local government, the amount of the security deposit may not exceed the amount of a twelve-month rental payment for the residential space.

A security deposit may not be requested from:

- 1) the low-income persons referred to in Section 36.¹, Paragraph one of this Law to whom residential space owned by the State or a local government is rented out, and
- 2) other persons to whom local government assistance in solving apartment matters is provided in accordance with the procedures specified by law.

[5 July 2001]

CHAPTER V. AMENDMENT OF RENTAL CONTRACTS

Section 13. Provisions for Amending a Rental Contract

The provisions of a rental contract may be amended on the basis of a written agreement between the tenant and the renter.

If an option to increase rental payment for the residential space during the operation of a rental contract is provided for in such agreement, the renter shall notify the tenant in writing regarding such increase at least six months in advance, unless the rental agreement states otherwise. The reason and the financial justification of the rental payment increase shall be specified in the notification.

A court shall settle disputes arising from the amending of a rental contract.

[5 July 2001]

Section 14. Amending a Rental Contract Due to Change of Tenant

If persons, who live in a common apartment and use the residential space within such apartment on the basis of rental contracts entered into individually, unite in one family, they

have the right to request the entering into of a single rental contract for all the space that they occupy in such apartment.

Entering into several rental contracts instead of one rental contract is not permissible regarding the use of residential space in an apartment owned by the State, a State company or a local government.

If, with the consent of the renter, a separate or a common apartment has been re-designed and transformed into several individual apartments in accordance with the procedures specified by regulatory enactments, a separate rental contract shall be entered into regarding each such apartment.

In the case of death or incapacity of a tenant, as well as in the case of change of the place of residence, an adult family member is entitled to request the entering into of a rental contract with him or her in lieu of the previous tenant, if the other adult family members agree thereto, without changing the provisions of the previous rental agreement.

If the other adult family members agree thereto, an adult family member who carries out the obligations specified in a rental contract is entitled to request the entering into of a rental contract with him or her in lieu of the previous tenant, without changing the provisions of the previous rental agreement if the tenant does not fulfil the obligations specified in the rental contract for more than three months.

The provisions of Paragraph five of this Section shall not be applicable in the cases where the duty of the family members is to provide for the tenant or the tenant has been enlisted in the compulsory military service.

[5 July 2001]

CHAPTER VI THE RIGHT OF A TENANT TO EXCHANGE RESIDENTIAL SPACE

Section 15. Provisions and Procedures for Exchange of Residential Space

A tenant has the right to exchange the occupied residential space with another tenant if the adult family members residing with such tenant and the renter have consented thereto in writing.

Section 16. Forced Exchange of Residential Space

If no agreement has been reached among persons who rent residential space on the basis of a single rental contract regarding the exchange of the residential space, any of such persons has the right, if the renter agrees thereto, to request by judicial process a forced exchange of the occupied residential space with a residential space in various locations.

[14 October 1998; 5 July 2001]

CHAPTER VII SUB-RENTAL OF RESIDENTIAL SPACE

Section 17. Basic Provisions for Sub-rental of Residential Space

A tenant has the right to sub-rent all the residential space or a part thereof that he or she occupies only with the consent of the renter and the adult family members living together with the tenant.

If the tenant and all members of his or her family are temporarily absent, but he or she has sub-rented the residential space, the tenant shall remain liable to the renter in accordance with the rental agreement.

The sub-tenant does not have the right to rent out the sub-rented residential space.
[23 January 1997; 5 July 2001]

Section 18. Procedures and Time Periods for Entering into a Residential Sub-tenancy Agreement

A residential sub-tenancy agreement shall be entered into in writing.

The duration of a residential sub-tenancy agreement may not exceed the duration of the rental contract. If the rental contract expires, the residential sub-tenancy agreement shall also expire simultaneously.

After the expiration of the residential sub-tenancy agreement the agreement may be extended by agreement of the contracting parties.

The renter has the right to refuse the extension of the residential sub-tenancy agreement after the expiration thereof.

[5 July 2001]

Section 19. The Right of a Sub-tenant to Lodge Family Members and Other Persons in the Rented Residential Space

A sub-tenant has the right to lodge his or her family members and other persons in the residential space sub-rented to him or her if the tenant of the relevant residential space, his or her adult family members and the renter agree thereto. In order to lodge an underage (also adopted) child in the residential space sub-rented to his or her parents, a permission of the tenant of the relevant residential space, other adult members of his or her family residing in such residential space and the renter shall not be required, but the renter shall be informed thereof in writing.

Not later than within a period of three days after a family member of the sub-tenant, his or her underage child or another person has been lodged in the residential space sub-rented to the sub-tenant in accordance with the procedures specified in Paragraph one of this Section the given name, surname and the personal identity number of the relevant person shall be entered in the residential sub-tenancy agreement.

[5 July 2001]

Section 20. Termination of a Residential Sub-tenancy Agreement

A sub-tenant and persons residing with him or her in the residential space sub-rented to the sub-tenant shall forfeit the right to use the relevant residential space and must vacate the

residential space within the period of one month after the sub-tenant has received a written notification of the tenant or renter of the relevant residential space, unless other procedures have been specified in a residential sub-tenancy agreement.

[5 July 2001]

Section 21. Procedures for Adjudication of Disputes [5 July 2001]

Section 22. Sub-rental Payment and Payment for Services According to Sub-rental Agreement

Sub-rental payment and payment for services according to a residential sub-tenancy agreement shall be determined by agreement among the parties.

Debts of sub-rental payments and payments for services shall be collected following the same procedures as for rental payment debts.

[23 January 1997; 5 July 2001]

**CHAPTER VIII
RENTAL OF OFFICIAL RESIDENTIAL SPACE**

Section 23. Provisions for Rental of Official Residential Space

Official residential space (space in an official accommodation facility or official apartment) shall be transferred for use on the basis of a tenancy agreement of official residential space only because of employment relations or for a course of studies.

[5 July 2001]

Section 24. Entering Into and Termination of Rental Agreement of Official Residential Space [5 July 2001]

Section 25. Rental of Residential Space in Official Accommodation Facilities

Any natural or legal person may establish a residential accommodation facility if the construction and hygiene requirements for official accommodation facilities specified by regulatory enactments are observed and the provisions for utilisation of an official accommodation facility have been co-ordinated with the relevant local government.

A tenant may reside in the rented residential space of an official accommodation facility with the spouse, underage children and dependent family members incapable of work if it has been provided for in the rental agreement of the official residential space.

Other issues related to the rental of residential space in an official accommodation facility shall be regulated by the Civil Law. The Note of Section 2112 of the Civil Law does not apply to the rental of residential space in an official accommodation facility.

[5 July 2001]

Section 26. Rental of State and Municipal Official Apartments

The legal relations of rental of State and municipal official apartments shall be regulated by this Law, except Chapters VI and VII thereof.

The renter of an official apartment shall enter into a rental agreement of a State or municipal official apartment with a person, to whom the official apartment is transferred for use for the period of employment or studies, for a time period not longer than three years.

If the employer and the renter of a State or municipal official apartment is not the same person, a rental agreement of an official apartment shall be entered into with the consent of the employer.

A rental agreement of a State or municipal official apartment shall expire simultaneously with the termination of employment relations or graduation.

If the employment relations or studies continue, the tenant of a State or municipal official apartment has the priority right to an extension of the official apartment rental agreement after the expiration thereof.

If a tenant refuses to vacate the official apartment after the expiration of the rental agreement of a State or municipal official apartment, he or she shall be evicted by judicial process without provision of other residential space.

[5 July 2001]

CHAPTER IX TERMINATION OF RENTAL CONTRACTS

Section 27. Termination of a Rental Contract at the Initiative of a Tenant

Unless the contracting parties have agreed otherwise and all adult family members of a tenant consent thereto, the tenant of a residential space has the right to terminate a rental contract at any time, notifying the renter thereof in writing one month in advance.

Section 28. Termination of Rental Contract at the Initiative of the Renter

A rental contract may be terminated at the initiative of the renter only in the cases provided for in this Law. If a tenant does not vacate the residential space upon the request of the renter, he or she and the members of his or her family may be evicted by judicial process.

[14 October 1998; 5 July 2001]

Section 28.¹ Termination of a Rental Contract if Residential Space or House is Being Damaged or the Conditions for Use of the Residential Space are Otherwise Violated

The renter may terminate a rental contract, evicting a tenant together with his or her family members and other persons without provision of other residential space if the tenant, the members of his or her family or other persons residing with him or her:

1) damage or destroy the residential space (also furnishings), other buildings and premises that have been transferred for use to the tenant in accordance with the rental contract, or also the common premises, the communications system and installations of the residential space;

2) use the residential space, residential house, other buildings and premises that have been transferred to the tenant for use in accordance with the rental contract for purposes for which they are not intended; or

3) otherwise violate the conditions for use of the residential space, making the living with them in one common apartment or one house impossible for other persons.

In the cases referred to in Paragraph one of this Section, other persons residing in the same house may also bring an action in court regarding the termination of a rental contract.

In the cases provided for in Paragraph one, Clauses 1 and 3 of this Section, a rental contract shall be terminated without prior notification of the tenant, but in the case provided for in Clause 2 the renter has a duty to notify the tenant one month in advance in writing regarding the termination of the rental contract.

[5 July 2001]

Section 28.² Termination of a Rental Contract if Tenant Owes Rental Payment and Payment for Basic Services

The renter may terminate a rental contract, evicting a tenant together with his or her family members and other persons without provision of other residential space in the following cases:

1) if the tenant does not pay the rental payment for the residential space for more than three months, even though his or her opportunity to use the residential space in accordance with the rental contract and regulatory enactments was ensured; or

2) if the tenant does not pay for the basic services for more than three months, even though his or her opportunity to use the basic services in accordance with the rental contract and regulatory enactments was ensured.

Before bringing an action in court, the renter shall notify the tenant regarding the termination of the rental contract in writing at least one month in advance. In the cases when the location of the tenant is unknown to the renter, an action may be brought in court if the notification has been published in the newspaper *Latvijas Vēstnesis* [the official Gazette of the Government of Latvia] one month in advance.

If a rental contract is terminated on the basis of Paragraph one of this Section and the tenant fits in any of the tenant categories referred to in Section 36.¹, Paragraph one of this Law, the relevant local government shall provide the tenant with other residential space fit for living within a period of three months after the coming into effect of a court judgment regarding the eviction of the tenant from the residential space.

If on the basis of the provisions of Paragraph one of this Section the tenant is being evicted from the rented residential space located in a residential house of the State, a State company, or other legal or natural persons, except a municipal residential house, a court shall within a period of three days after the initiation of a civil matter inform the relevant local government thereof. The court shall send a repeated notification to the local government after the coming into effect of the court judgment regarding the eviction of the tenant from the residential space.

A residential space fit for living shall be a lightable, heatable room suitable for long-term human shelter and placement of household items and shall comply with the construction and hygiene requirements specified by the Cabinet Regulations.

[5 July 2001]

Section 28.³ Termination of a Rental Contract Due to Residential House Demolition

If the owner (renter) of a house has taken a decision to demolish the house, the renter may terminate a rental contract, providing the tenant and his or her family members with other equivalent residential space.

An equivalent residential space shall be a residential space which, in comparison to the residential space the tenant occupied previously, has the same level of amenities, is equivalent in terms of surface area and other essential conditions characterising the residential space, as well as is located within the limits of the same town or parish.

In terminating a rental agreement in the cases provided for in Paragraph one of this Section, a tenant shall be notified in writing at least three months in advance.

[5 July 2001]

Section 28.⁴ Termination of a Rental Contract Due to Capital Repairs of a House (Residential Space)

If the owner (renter) of a residential house (a residential space), except a house denationalised or returned to a lawful owner thereof, has taken a decision to perform capital repairs of the house and is unable to perform such repairs if a tenant resides in the house or uses the relevant space, the renter may terminate a rental contract, providing the tenant and the members of his or her family with other equivalent residential space.

If the owner (renter) of a house denationalised or returned to a lawful owner thereof, has taken a decision to perform capital repairs of the house and is unable to perform such repairs with the tenant residing in the house or using the relevant space, the renter may terminate a rental contract, providing the tenant and the members of his or her family with other equivalent residential space. The renter has such duty during the first seven years after the restoration of property rights, as well as if the residential house (residential space) is intended to be transformed into a non-residential house (non-residential space). In other cases, the relevant local government is entitled to provide the tenant and his or her family members with residential space in accordance with the procedures specified by the local government council, but if the tenant fits into any of the tenant categories referred to in Section 36.¹, Paragraph one of this Law, the relevant local government shall provide the tenant and his or her family members with a residential space in accordance with the procedures specified by law.

If a tenant with whom a rental contract is terminated in the cases referred to in Paragraph two of this Section fits into any of the tenant categories referred to in Section 36.¹, Paragraph one of this Law and a local government provides the tenant with a residential space, the relevant local government is entitled to require that the renter to present the following documents:

- 1) a statement of construction consultancy regarding the necessity of capital repairs to the residential house (residential space);
- 2) a construction design approved in accordance with the procedures specified by regulatory enactments and the received building permit;
- 3) a calculation (estimate) of capital repairs costs; and
- 4) documents approved by credit institutions certifying that the owner (renter) of the house has the financial resources specified in the calculation of costs (estimate) necessary for the capital repairs.

In terminating a rental agreement in the cases provided in Paragraphs one and two of this Section, a tenant shall be notified in writing at least three months in advance.
[5 July 2001]

Section 28.⁵ Termination of a Rental Contract if the Owner (His or Her Heir) of Residential House Denationalised or Returned to Lawful Owner Needs the Residential Space

The renter may terminate a rental contract and a local government shall provide a tenant and the members of his or her family with other equivalent residential space if the rented-out residential space is located in a residential house denationalised or returned to a lawful owner and is needed for living by the owner (his or her heir) who has recovered the house. The local government shall provide the tenant and the members of his or her family with other equivalent residential space within a period of one year from the day of receipt of an application of the owner (his or her heir).

In terminating a rental agreement in accordance with the procedures specified in Paragraph one of this Section, a tenant shall be notified in writing at least six months in advance.
[5 July 2001]

Section 28.⁶ Termination of a Rental Contract Due to Illegal Sub-Rental of Residential Space or Illegal Residence Therein

If a tenant has sub-rented a residential space without the consent of the renter or the persons referred to in Section 9, Paragraph five of this Law reside therein without the consent of the renter, the renter may terminate the rental contract, evicting the tenant together with the members of his or her family and other persons without providing them with other residential space.

In terminating a rental agreement in accordance with the procedures specified in Paragraph one of this Section, a tenant shall be notified in writing at least one month in advance.
[5 July 2001]

Section 29. Termination of a Rental Contract at the Initiative of Renter, Evicting a Tenant without Provision with Other Residential Space [5 July 2001]

Section 29.¹ Forfeiture of the Right to Residential Space

A person who has been lodged in a residential space in accordance with the procedures specified in Section 9, Paragraph five of this Law shall forfeit the right to use the relevant residential space and he or she shall vacate the residential space within a period of one month after he or she has received a written notification from the tenant or the renter of the relevant residential space, unless other procedures have been specified in a rental contract.

Paragraph one of this Section shall not be applicable to the person referred to in Section 9, Paragraph five of this Law, the care of whom is the duty of the tenant of the relevant residential space or who has been enlisted in the compulsory military service.
[5 July 2001]

Section 30. Termination of a Rental Contract at the Initiative of the Renter, Providing a Tenant with Other Residential Space with At Least the Same Amenities [5 July 2001]

Section 31. Eviction of a Tenant by Entering into a Rental Contract with Another Family Member of the Tenant [5 July 2001]

Section 32. Eviction of a Tenant, Providing with Other Residential Space [5 July 2001]

CHAPTER X
AMENDMENT OR TERMINATION OF RENTAL CONTRACT DUE TO HOUSE CAPITAL REPAIRS [5 July 2001]

Section 33. Provisions for Amendment or Termination of a Rental Contract Due to House Capital Repairs [5 July 2001]

Section 34. Relations Regulated by a Rental Contract if the Rented Residential Space has not been Substantially Modified After House Capital Repairs [5 July 2001]

Section 35. Relations Regulated by a Rental Contract if the Rented Residential Space has been Substantially Modified After Capital Repairs [5 July 2001]

Section 36. Right of a Tenant to Renew a Rental Contract After House Capital Repairs [5 July 2001]

CHAPTER X¹
ASSISTANCE TO LOW-INCOME TENANTS AND OTHER CATEGORIES OF TENANTS SPECIFIED BY LOCAL GOVERNMENT
[5 July 2001]

Section 36.¹ Categories of Tenants to Whom Assistance is Provided

A local government shall provide assistance to a low-income tenant who has been evicted from a residential space in the cases provided for in Section 28.², Paragraph one, Section 28.³, Paragraph one and Section 28.⁴, Paragraph two:

- 1) if he or she has reached retirement age or is incapable of work due to disability; or
- 2) if he or she lives with and in whose care is at least one underage child, a person under guardianship or a low-income person who has reached retirement age, or a low-income person who is incapable of work due to disability.

A person shall be recognised as a low-income person if his or her income and material conditions do not exceed the level specified by the relevant local government council, but which may not be lower than the level of income that the Cabinet has specified on the basis of the Law On Social Services and Social Assistance.

A local government council is entitled to specify also other categories of persons residing in the territory thereof to whom assistance shall be provided if such persons are evicted from residential space in the cases provided for in Section 28.², Paragraph one and Section 28.⁴, Paragraph two of this Law.

[20 December 2004]

Section 36.² Duties of Orphan's Courts (Parish Courts) in the Provision of Assistance

If a civil matter has been initiated regarding the eviction of a tenant and a dependent underage child or a person under guardianship living with him or her from residential space, a court shall notify the relevant Orphan's court (parish court) within a period of three days after the initiation of the matter. A repeated notification shall be sent when the court has passed a judgment in the matter regarding the eviction of an underage child or a person under guardianship from a residential space.

Orphan's courts (parish courts) have the duty to supervise that the dependent underage children or persons under guardianship of a tenant who, on the basis of a court judgement, are evicted from a residential space are provided with residential space fit for living prior to the eviction, in compliance with the provisions of this Law.

[20 December 2004]

Section 36.³ Duties of Local Governments in the Provision of Assistance

If, on the basis of Section 28.², Paragraph one of this Law, a court judgment regarding the termination of a rental contract with a tenant who fits in any of the categories of tenants referred to in Section 36.¹, Paragraph one of this Law has come into effect, the execution of the court judgment regarding the eviction of the tenant from the residential space shall be suspended until the local government provides the tenant with other residential space fit for living.

The renter (except the case where the renter is a local government or the State) has the right to request from a local government the compensation of the expenses, as well as losses, which have occurred due to the suspension of the execution of the court judgement and the residence of the tenant in the relevant residential space.

Paragraph two of this Section shall not be applicable to cases where the tenant does not carry out the activities provided for by law in order to receive assistance in a local government or delays the process of assistance provision without reason. If the tenant deliberately does not carry out the activities provided for by law in order to receive assistance or delays the process of providing assistance without reason, the court judgment shall be delivered for enforcement.

[20 December 2004]

CHAPTER XI
RESIDENTIAL TENANCY RELATIONS DURING TEMPORARY ABSENCE OF
TENANT, HIS OR HER FAMILY MEMBERS OR OTHER PERSONS

[5 July 2001]

Section 37. Residential Tenancy Relations in Temporary Absence of the Tenant, His or Her Family Members or Other Persons

If a tenant, his or her family members or other persons are temporarily absent, they have the right to retain the residential tenancy relations if they fulfil all duties in accordance with a rental contract.

[5 July 2001]

Section 38. Relations Regulated by a Rental Contract in the Absence of the Tenant

The members of family and other persons who live together with a tenant who is temporarily absent are entitled to use all of the residential space which he or she occupies in accordance with the provisions of a residential agreement, and they shall enjoy all the rights and fulfil all duties in accordance with the rental contract of such residential space.

Temporary absence of the tenant shall not exempt him or her from the fulfilment of all duties provided for in the rental contract.

[5 July 2001]

Section 39. Securing the Retention of Residential Space [23 January 1997]

CHAPTER XII
ENSURANCE OF EXECUTION OF RENTAL CONTRACT, MAINTENANCE AND
RENOVATION OF RESIDENTIAL HOUSE (RESIDENTIAL SPACE)

Section 40. Duty of the Renter in Renovation and Maintenance of Residential House (Residential Space)

The renter has a duty to transfer a residential house (residential space) with all the fittings thereof to a tenant in such a condition in order for the tenant to be able to use the residential house (residential space) and obtain all the possible benefit therefrom which he or she has the right to receive in accordance with the rental contract.

The renter shall ensure the maintenance of the residential house (residential space) in accordance with the construction and hygiene requirements specified by regulatory enactments, as well as perform capital repairs of the residential house (residential space).

The renter shall be responsible for the damages to the constructional elements and engineering and communications systems, which have occurred as the result of the general deterioration of the house.

If capital repairs or repairs are necessary to a residential house (residential space) due to the fact that the residential house (residential space) does not conform to the construction and hygiene requirements specified by regulatory enactments, the renter and a tenant may agree that the tenant performs the necessary repairs or fully or partially covers the costs thereof. In such case, the tenant has the right to an appropriate deduction of rental payment.

[5 July 2001]

Section 41. Recalculation of Residential Tenancy Payment and Payment for Services

The renter has a duty to recalculate the residential tenancy payment and the payment for services if the usage of residential space and the services have not been provided in accordance with the provisions of a rental contract, as well as the technical operation rules of the residential house (residential space).

[5 July 2001]

Section 42. Duties of a Tenant in the Maintenance and Repairs of Residential Space and Building Components

A tenant has the duty to maintain his or her occupied residential space in due order and perform routine repairs of such space.

If several tenants rent one apartment, all tenants shall be solidary responsible for the maintenance of such apartment in due order and the routine repairs.

The provisions of this Section shall be applicable in all cases, unless it has been stated otherwise in the rental agreement.

Section 43. Procedures for Transformation and Re-designing of a Residential House (Residential Space)

A tenant has the right to transform or re-design a rented-out residential house (residential space) only with the consent of the renter and in accordance with the procedures specified by regulatory enactments.

[5 July 2001]

CHAPTER XIII

CONSEQUENCES OF ARBITRARY OCCUPATION OF RESIDENTIAL SPACE

Section 44. Consequences of Arbitrary Occupation of Residential Space

Persons who have arbitrarily – without entering into a rental contract – occupied residential space shall be evicted by judicial process without provision with other residential space, recovering all losses related to illegal occupation and eviction from the residential space.

[23 January 1997; 5 July 2001]

Section 45. Procedures for Adjudication of Disputes Arising from Residential Tenancy Relations [5 July 2001]

CHAPTER XIV RENTAL BOARDS

[5 July 2001]

Section 46. Status of Rental Boards

Local governments may, by a council decision, establish Rental Boards, which shall perform the functions specified in this Law.

A Rental Board shall be maintained and financed by the relevant local government.

In accordance with the provisions of this Law, a by-law approved by the local government council shall regulate the operation of a Rental Board.

Section 47. Establishment of a Rental Board

A Rental Board shall be composed of the chairperson of the Rental Board and not fewer than 2 members of the Rental Board. The local government council shall determine the number of members of a Rental Board.

The chairperson of a Rental Board and members of the Rental Board shall be elected to the position and dismissed from the position by the local government council.

The members of a Rental Board shall be elected in equal number from among the tenants and house owners (renters).

Section 48. Competence of Rental Boards

The local government shall determine the competence of a Rental Board in accordance with the provisions of this Section.

A Rental Board may:

1) in the cases provided for by law and the binding regulations issued by a local government, draw up administrative protocols for persons who have violated laws, Cabinet Regulations and the binding regulations issued by a local government, which regulate the renting out, maintenance and management of residential space;

2) provide consultations and recommendations to house owners (renters), apartment tenants (owners) and tenants (owners) of the non-residential space of residential houses; and

3) perform other functions referred to in the binding regulations issued by the relevant local government.

Section 49. Rights of Rental Boards

In implementing the competence specified in Section 48 of this Law, a Rental Board has the right:

1) to become acquainted with the documents at the disposal of natural and legal persons and receive the necessary information from such persons;

2) to invite to the Rental Board meetings persons who have violated the law, the Cabinet Regulations and the binding regulations issued by a local government that regulate the renting out, maintenance and management of residential space. The referred to persons have the duty to arrive to the Rental Board meeting.

[20 December 2004]

Section 49.¹ Provisions for the Execution of Decisions Taken by Rental Boards

The relevant local government, within the competence thereof, shall ensure the execution of the Rental Board decisions, which have not been contested within the time period specified by the Law.

[20 December 2004]

CHAPTER XV Final Provisions

[5 July 2001]

Section 50. Procedures for Adjudication of Disputes Arising from Residential Tenancy Relations

Disputes arising from residential tenancy relations shall be adjudicated in a court.

Transitional Provisions

[5 July 2001]

1. The amendments to Section 6, Paragraph two of the Law regarding the duty of a tenant to vacate a residential space upon the expiration of an agreement shall not be applicable to such rental agreements, which have been entered into during the time period up to 31 December 2001. Matters of renewal of rental contracts entered into up to 31 December 2001 shall be regulated in accordance with the regulations that were in force when the relevant agreement was entered into.

2. If a rental agreement for renting a residential space owned by a local government has been entered into up to 31 December 2001, the relevant local government council may not set a higher rental payment than the amount of the house management expenses specified in Section 11, Paragraph three of the Law.

3. If a rental agreement for renting a residential space owned by the State or a State company has been entered into during the time period up to 31 December 2001, the possessor of such residential space may not set a higher rental payment than the amount of the house management expenses specified in Section 11, Paragraph three of the Law.

4. If an apartment is located in a house denationalised or returned to a lawful owner and the tenant has used the apartment up to the restoration of the property rights, the residential tenancy payment shall be determined, including therein a portion of the residential house management expenses, which is proportional to the area of the relevant rented-out residential space, and the profit. The amount of the rental payment shall be determined by a written agreement of the tenant and the renter, but if no agreement has been reached, during the time period up to 31 December 2007 the rental payment per one square metre of the rented area of the apartment may not be more than:

- 1) 0.24 lats – in year 2002;
- 2) 0.36 lats – in year 2003;
- 3) 0.48 lats – in year 2004;

- 4) 0.60 lats – in year 2005;
- 5) 0.72 lats – in year 2006; and
- 6) 0.84 lats – in year 2007.

[20 December 2004]

5. If the tenant, who has been using an apartment in a house denationalised or returned to a lawful owner up to the restoration of the property rights to the house to the previous owner (to his or her heir), and the owner of the house have entered into a rental contract up to 31 December 2001, the tenant has a duty to pay the rental payment specified in the rental agreement. If the rental payment specified in such agreement is lower than the rental payment specified in Paragraph 4 of these Transitional Provisions, the renter may set the rental payment up to the level provided for in Paragraph 4 of these Transitional Provisions up to 31 December 2007.

[20 December 2004]

6. If an apartment is located in a residential house which has been privatised in accordance with the procedures specified by laws (except the Law On Privatisation of Residential Houses Owned by the State and Local Governments) and is used by a tenant who has entered into a rental contract during the time period up to 31 December 2001, the rental payment for the apartment shall be set observing the provisions of Paragraphs 4 or 5 of these Transitional Provisions.

7. In increasing the residential tenancy payment in the cases referred to in Paragraphs 2, 3, 4, 5 and 6 of these Transitional Provisions, the renter has a duty to notify the tenant regarding the increase of the rental payment in writing at least three months in advance. With regard to the increase of a rental payment up to 0.60 lats per square metre of the rented area of an apartment in accordance with the provisions of Paragraph 4, Sub-paragraph 4 of these Transitional Provisions, the right of the renter to warn the tenant arises beginning with 1 January 2005.

{20 December 2004]

8. If a rental contract (except the agreement referred to in Paragraphs 2 and 3 of these Transitional Provisions) has been entered into during the time period up to 31 December 2001, as well as if the apartment is located in a house denationalised or returned to a lawful owner and the tenant has been using the apartment up to the restoration of the property rights, after 31 December 2007, the rental payment may be increased during the operation of the agreement, in compliance with the provisions of Section 13, Paragraph two of the Law.

[20 December 2004]

9. The Cabinet shall issue regulations by 1 October 2001, which shall:

- 1) specify the methodology by which residential house management expenses are to be calculated (Section 11, Paragraph three);

- 2) regulate the procedures by which the public auctions referred to in Section 11.² take place, providing for:

- a) the procedures by which the initial price of the auction is to be determined,
- b) the auction organiser,
- c) the registration of the auction participants,

- d) the conditions to be included in the auction regulations (the procedures by which a bidder is to be acquainted with the provisions of a draft rental contract, the time period for entering into the rental contract after the auction, etc.), and
- e) other provisions related to the auction procedure and organisation.

10. By 1 December 2001, the Cabinet shall issue regulations determining the procedures by which a tenant independently settles accounts with a provider of services for the received services (Section 11.³, Paragraph three, Clause 1 of the Law).

11. Beginning with 1 January 2002, the State and local government institutions shall no longer assign the status of an official apartment to residential spaces. Residential spaces, which have been assigned the status of an official flat up to 31 December 2001, shall retain such status unless the relevant institution cancels such status.

12. The provisions of Section 28.⁵ of the Law shall be applicable in cases where the owner (his or her heir) of a residential house denationalised or returned to a lawful owner needs the residential space for living if he or she:

- 1) has submitted an application to the relevant local government in accordance with the procedures specified in the Law by 31 December 2001;
- 2) submits an application to the relevant local government not later than by 1 April 2002; or
- 3) submits an application to the relevant local government within a period of three months after the restoration of the property rights in the case where the property rights are restored after 31 December 2001.

13. By 1 October 2001, the local government councils shall:

- 1) determine the level of income and material position, not exceeding which the relevant person shall be recognised as a low-income person and receive the assistance specified in this Law; and
- 2) examine the issue regarding the necessity to provide assistance also to other categories of residents, taking into account the provisions of Section 36.¹, Paragraph three of the Law.

14. The Cabinet shall develop by 1 March 2005 and implement by 1 July 2005 a State and local government support programme and compensation mechanisms for tenants who rent residential space in a residential house denationalised or returned to a lawful owner and who have been using such space up to the restoration of the property rights to the previous owners or their heirs.

[20 December 2004]

Chairperson of the Supreme Council of the Republic of Latvia

A. Gorbunovs

Secretary of the Supreme Council of the Republic of Latvia

I. Daudišs

Rīga, 16 February 1993