

LEASE AGREEMENT: OPPOSITION TO RENEWAL AND TERMINATION



NEWS,
LATEST,
CURRENT TOPICS

“IF NOTICE IS GIVEN BEFORE THE END OF THE INITIAL THREE-YEAR TERM OF THE CONTRACT, THE CONTRACT REMAINS IN FORCE UNTIL THAT DATE, EXCEPT IN CASES WHERE THE LANDLORD OR THEIR CHILDREN NEED THE PROPERTY FOR THEIR OWN USE, IN WHICH CASE THE RULES ON TERMINATION FOR HOUSING PURPOSES SET OUT IN ARTICLES 1102.º AND 1103.º OF THE CIVIL CODE SHALL APPLY, WITH THE NECESSARY ADAPTATIONS.”

WRITTEN BY



SANDRA ROQUE
Junior Associate



**MARIANA GONÇALVES
CARVALHO**
Trainee

Opposition to renewal and termination are two ways of ending a lease agreement, as provided for in the Civil Code, in Articles 1097.º and subsequent.

Opposition to renewal is one of the possible ways of ending the agreement and is an option that can be used by both the landlord and the tenant. Let's see how.

In the case of fixed-term leases that are automatically renewable at the end of their term, the landlord may prevent their renewal, under the terms of Article 1097.º of the Civil Code, by giving the tenant at least the following notice:

- 240 days, if the initial term of the contract or its renewal is equal to or longer than six years;
- 120 days, if the initial term of the contract or its renewal is equal to or longer than one year and less than six years;
- 60 days, if the initial term of the contract or its renewal is equal to or longer than six months and less than one year;
- One third of the initial term of the contract or its renewal, in the case of a term of less than six months.

In the context of opposition to renewal by the landlord, the law establishes a limitation, for the protection of the tenant, whereby opposition to the first renewal of the lease by the landlord only takes effect three years after the lease was signed.

If notice is given before the end of the initial three-year term of the contract, the contract remains in force until that date, except in cases where the landlord or their children need the property for their own

use, in which case the rules on termination for housing purposes set out in Articles 1102.º and 1103.º of the Civil Code shall apply, with the necessary adaptations.

In the case of opposition to renewal by the tenant, notifications to the landlord must comply with the following minimum notice periods:

- 120 days, if the initial term of the contract or its renewal is equal to or greater than six years;
- 90 days, if the initial term of the contract or its renewal is equal to or greater than one year and less than six years;
- 60 days, if the initial term of the contract or its renewal is equal to or greater than six months and less than one year;
- One third of the initial term of the contract or its renewal, in the case of a term of less than six months.



In addition, the tenant is granted an additional right – termination.

Article 1098.º (3) provides for the termination of the lease by the tenant and stipulates that, after one third of the initial term of the lease or its renewal has elapsed, the tenant may terminate it at any time by giving the landlord at least the following notice:

- 120 days before the intended end of the contract, if the term of the contract is equal to or longer than one year;
- 60 days before the intended end of the contract, if the term of the contract is less than one year.

Failure by the tenant to comply with these notice periods does not prevent the termination of the contract, but makes the landlord entitled to claim the rent corresponding to the notice period that was not given.

However, the tenant will not be required to pay this rent in the proven case of involuntary unemployment, permanent

“HOWEVER, THE TENANT WILL NOT BE REQUIRED TO PAY THIS RENT IN THE PROVEN CASE OF INVOLUNTARY UNEMPLOYMENT, PERMANENT INCAPACITY FOR WORK OR DEATH OF THE TENANT OR OF A PERSON WHO HAS BEEN LIVING WITH THEM IN A SHARED HOUSEHOLD FOR MORE THAN ONE YEAR - REASONS WHICH THE LAW PROVIDES FOR THE PROTECTION OF TENANTS IN A PARTICULARLY VULNERABLE POSITION.”

incapacity for work or death of the tenant or of a person who has been living with them in a shared household for more than one year - reasons which the law provides for the protection of tenants in a particularly vulnerable position.

This is an important distinction in understanding your legal rights in the context of residential tenancy.