

Evacuation for demolition and renovation



This lawsuit is about commercial real estate lease agreements that were concluded before 1976 and are subject to the Landlord-Tenant Relations Law approved in 1977. In these contracts, the end of the lease term does not terminate the lease relationship (relationship between landlord and tenant). Now, if the landlord decides to renovate the leased property, he must file a lawsuit to issue an eviction order for demolition and renovation.

Prerequisite for a demolition petition for demolition and renovation is that the owner first obtains a demolition and renovation permit from the municipality.

Applying for a vacancy to rebuild is the easiest way to vacate a commercial property that has the right to do business, and since the entire right to do business is paid to the tenant, judges do not have to be too strict about eviction.

After reviewing the owner's documents, the court refers the

case to the official expert of the judiciary to assess the extent of the right to do business, and after confirming the expert's opinion, issues a decision to vacate the property.

In the court decision, the landlord is given three months to pay the business fee. If the landlord does not act within the above period, the court's decision will be null and void. The court will also consider a period for the tenant, which is not less than 10 days and not more than 2 months, to vacate the property. The beginning of the tenant's term is the date of payment of the business fee to the tenant or the deposit of money into the court account.

The parties to the lawsuit

The landlord or the owner of the property who is seeking to vacate, as a plaintiff, must file a lawsuit on behalf of the tenant. If the tenant, with the permission of the landlord, has transferred the benefits of the property to a new person. The lawsuit must be filed on behalf of the new tenant

Competent reference for consideration

However, eviction claims are within the jurisdiction of this authority under the Dispute Resolution Council Act; However, due to the fact that this type of eviction related to the property has goodwill and the right to do business, so the court of jurisdiction is the court where the property is located.

How to implement the vote

After the final decision and the issuance of the writ of execution, if the landlord pays the business fee within the deadline specified in the vote, after the expiration of the deadline set for the tenant, the execution of the rulings, the property will be evacuated.