

Obligation to deliver the leased item to the tenant



Legal basis of the petition of Obligation to deliver the leased item to the tenant

In order to file Obligation to deliver the leased item to the tenant, a lease agreement must first be concluded between the landlord and the tenant, and a specific date must be set for the delivery of the leased property to the tenant. If the landlord does not deliver the property to the tenant on time, therefore, from the time when the property is delivered and the property is not handed over to the tenant, the tenant can go to court to exercise his right to file a petition to deliver the leased property.

The parties to the lawsuit:

A tenant who has not yet seized the property in question is a

plaintiff and must file a lawsuit with the landlord.

Competent reference for consideration

According to the Code of Civil Procedure, any property-related lawsuits are brought in the court where the property is located.

How to implement the vote about Obligation to deliver the leased item to the tenant

After the final decision is issued, if the landlord does not hand over the property at his own discretion, the property will be seized by the court by force, and if it is not possible to deliver the property to the tenant, the tenant has the right to terminate the contract.

Some key points related to the lawsuit

- 1) If the leased property is destroyed for reasons such as fire or earthquake, the lease will be void.
- 2) In real estate, delivery of the property key is considered as delivery of the property. Provided that it is possible for the tenant to make full use of the property.
- 3) The tenant can refuse to pay the rent until the leased property has been delivered to him. .
- 4) If the tenant is unable to oblige the landlord, he has the right to terminate, and if he does not want to terminate the contract, he can refer to the landlord, who is usurper of his interest, for the return of benefits. .
- 5) The lease agreement may stipulate damages for the landlord's delay in the delivery of the leased property, in which case the tenant can claim in the lawsuit the compensation for the landlord's delay in fulfilling the obligation until the day the lawsuit is filed.