



## RENTAL AGREEMENT REQUIREMENTS REGISTRATION PROCEDURE

- **Correct identification of the parties:** both the lessor and the lessee must be clearly identified with full name and NIF (DNI, NIE or CIF, passport is not a valid document in the case of landlords).
- The lessor must be the **legitimate owner of the property**. The contract can be formalised through a representative, as long that this is specified in the contract.
- **Indication of the property that is the object of the contract.** The document must specify the address of the property and its cadastral reference.
- **Provide proof of payment for the current month.** This is the way to confirm that the contract is still valid. If the document raises doubts, it may be rejected and the owner's authorisation may be required.

### If you are not the holder of the rental contract:

- The existence in the contract of a **clause referring to 'exclusive use by the tenant'** implies that the property can only be inhabited by the tenant. Consequently, only the tenant and the minors under his/her care may register at the address. If the rental contract contains such a clause, you must register at the property by providing the owner's authorisation and his identity document.
- No holder of the rental contract may authorise the registration of a person if he or she is not registered at the address.

### Regulatory standards:

- Royal Decree-Law 7/2019, 1st of March, on urgent housing and rental matters.
- Law 4/2013, 4th of June, on measures to make the housing rental market more flexible and promote it.
- Law 29/1994, 24th of November 1994, on Urban Leases.
- Law 12/2023 24th of May on the right to housing amended several articles of the current Urban Lease Law.

## INFORMATION OF INTEREST TO LESSORS AND LESSEES

Landlords are obliged to deposit the rental deposit at the IBAVI until the end of the contract. More information on the [IBAVI](#) website.