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A jurisprudential study of landlord-tenant relations with emphasis on the views of Imam Khomeini (PBUH)

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Abstract

A lease is a necessary, reciprocal, possessive, and temporary contract that, by concluding this contract, each party to the lease has rights. In this thesis, by examining jurisprudential sources and civil law, as well as using the opinions of Imam Khomeini (RA) in this area, the rights of the parties to the lease are stated. Before concluding the lease, the lessor has the right to impose conditions on the lessee. He can prevent the lessee from transferring the leased interests to others by stipulating that the interests are not transferred. The civil law also gives the lessor the right to make the lessee a guarantor of the preservation and maintenance of the leased property by forging a guarantee condition for the lessee, which is corrupt in jurisprudential sources and causes the lease contract to be invalid. After the lease is concluded, receiving rent and inspecting the leased property are also among the lessor's rights. The right to terminate the contract and evict the tenant under certain circumstances is also among the lessor's other rights. The tenant has certain rights in the lease contract. He has the right not only to have the leased object delivered to him, but also, if the property has functions that are necessary for the use of the leased object, it is necessary for those functions to be delivered to him. The tenant has the right to receive the leased object intact so that he can make full use of it, which all sources of this right have taken into account. He has the right to terminate the lease contract if the leased object is destroyed. Part of the relationship between the lessor and the tenant is mutual rights. These rights are applicable in the event of the death of the parties to the lease contract and also in the sale of the leased object. In cases of disputes between the lessor and the tenant, no opinion has been found from Imam Khomeini (RA), and the Civil Code has also commented on the dispute between the parties in the repair of the leased object and has not mentioned other disputes. In a dispute between the parties regarding the principle of the occurrence of the lease, according to the principle of non-excess, the statement of the negator of the contract is preceded by an oath. In a dispute regarding the amount of the lease, the well-known opinion is that, based on the principle of non-excess, the statement of the negator of the excess amount that is the tenant is preceded by an oath. In a dispute regarding the subject and amount of the lease, the owner's statement is also preceded by

an oath. Likewise, in a dispute regarding trespass, the tenant's statement is preceded by an oath because he is a trustee. In a dispute regarding the subject of the lease, the well-known opinion of the Imamiyyah jurists is that the owner's statement is preceded by an oath. Likewise, in a dispute regarding the invalidity of the lease, the opinion of all jurists is that the statement of the claimant of validity, along with the oath, takes precedence