

CHAPTER 604

PRIVATE RESIDENTIAL LEASES ACT

AN ACT to promote the development of the private rented sector by ensuring standards of fairness, clarity and predictability in contractual relations between lessors and lessees and to safeguard and protect the right to adequate accommodation, and to make provision with respect to matters ancillary thereto or connected therewith.

1st January, 2020

[ACT XXVIII of 2019](#), as amended by Act [XX of 2024](#).

ARRANGEMENT OF THE ACT

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PART I
PRELIMINARY

1. The short title of this Act is the Private Residential Leases Act. Short title.
2. In this Act, unless the context otherwise requires:
- "the Act" means the [Private Residential Leases Act](#); Cap. 604.
- "Adjudicating Panel" means the Adjudicating Panel for Private Residential Leases established by article 23;
- "Authority" means the Housing Authority established by article 3 of the [Housing Authority Act](#); Cap. 261.
- "Board" means the Rent Regulation Board established by article 16 of the [Reletting of Urban Property \(Regulation\) Ordinance](#); Cap. 69.
- "building" or "premises" means a house or other building, or part thereof, which is used or may be used for residential purposes in accordance with the provisions of the relevant laws;
- "dwelling house" means a building or part of a building

separately let, which includes any land or garden forming an integral part, or enclosed within the precincts of such dwelling house, but does not include any movable structure, vessel or vehicle;

"lease" shall also include sublease;

"lessee" means the lessee of the premises, or his spouse, civil union partner, cohabitant or a member of his family up to the second degree, whether direct or collateral;

"letting of shared residential space" means the letting of any separate space in an apartment or building, with shared amenities, such as kitchen and bathroom facilities;

"long private residential lease" means any lease, negotiated for a primary residential purpose in accordance with article 8 and which is not a short private residential lease;

"Minister" means the Minister responsible for housing;

"private residential lease" means any long or short private residential lease, including the letting of shared residential space, which is entered into after 1st January, 2020, and any lease for a residential purpose entered into before the 1st January, 2020, which would still be in its original or renewed period on the 1st January, 2021;

"residence" means a tenement let for a primary residential purpose:

Provided that guest houses or dormitories shall not be considered as a residence for the purpose of this Act:

Provided further that tenements in the island of Malta and which are occupied by residents of the island of Gozo and Comino due to employment or education on the island of Malta shall also be regulated by this Act. The same shall apply to residents of the island of Malta, who occupy tenements in the island of Gozo and Comino due to employment or education on the island of Gozo and Comino:

Provided further that where the tenement is being leased by a company for the purpose of accommodating its employees and the occupant is paying any form of consideration to the company, the relationship between the company and the occupant shall be deemed a sublease, subject to the provisions of this Act:

Provided further that any property or part of a property used as a residence must be fit for habitation;

"resident" means a lessee as defined under this article, including any other occupant;

"short private residential lease" means any lease, negotiated for a duration of six (6) months, which is meant to satisfy the need of the following categories of lessees:

(a) non-resident workers who are employed either for a period less than six (6) months or only to complete a specific task within a maximum period of six (6) months;

(b) non-resident students who are enrolled in courses for less than six (6) months;

(c) residents who need to rent an alternative primary residence for a period of less than six (6) months;

(d) non-residents who need to rent a tenement for a period of less than six (6) months, provided that they would not be seeking to establish their long residence in Malta:

Provided that a contract of short lease shall identify the specific category within which the lessee falls into and attest it through attached documentation. In the absence of either of these requirements the contract shall be deemed to be a private residential lease in accordance with article 8:

Provided further that any short private residential lease negotiated for a period exceeding six (6) months shall also be deemed to be a private residential lease in accordance with article 8:

Provided further that short private residential leases may not be extended;

"tourist" means any person who is traveling to and staying in places outside his usual environment for not more than one (1) consecutive year for leisure, business or other personal purposes other than by taking up employment or to establish his business in the place visited.

3. (1) The provisions of the Act shall apply to private residential leases that are entered into or renewed after the entry into force of the Act:

Applicability.
Amended by:
XX.2024.8.

Cap. 16.

Provided that leases which were granted after the 1st June, 1995, and which are still in force on the day of the entry into force of the Act shall continue to be regulated exclusively by the provisions of the [Civil Code](#), except for the cases specified under article 5.

(2) The provisions of the Act shall not apply to:

(a) tenements belonging to the Government of Malta:

Provided that tenements owned by private foundations set up for the purpose of providing affordable housing shall not be considered as tenements belonging to the Government;

(b) tenements let to any tourist, exclusively for tourism purposes:

Cap. 409.

Provided that if a property is registered as a holiday furnished premises in accordance with the [Malta Travel and Tourism Services Act](#), the Act shall still apply if the applicant does not qualify as tourist;

(c) tenements which are not let for a primary residential purpose;

(d) tenements let or granted on emphyteusis before the 1st June, 1995:

Cap. 69.

Cap. 158.

Provided that the provisions of this Act shall not apply to leases which were entered into after the 1st June 1995, but which originate from a controlled private residential lease in accordance with the [Reletting of Urban Property \(Regulation\) Ordinance](#) or the [Housing \(Decontrol\) Ordinance](#).

(3) *Repealed by Act [XX.2024.8](#).*

PART II

PRIVATE RESIDENTIAL LEASE CONTRACTS

Obligation to register private residential lease contracts.
Amended by:
[XX.2024.9](#).

4. (1) All private residential lease contracts entered into after the entry into force of the Act, including their renewal, whether express or tacit, shall be registered:

Provided that contracts of private residential leases which are not registered in accordance with the provisions of the Act shall be null and void.

(2) It shall be the obligation of the lessor to register, within thirty (30) days of the commencement of the lease, the private residential lease contract with the Authority:

Provided that such registration shall be made subject to an

administrative fee levied by the Authority:

Provided further that registrations made later than the time specified in sub-article (2) shall be subject to an additional fee.

(3) The registration shall have a retrospective effect from the date of commencement of the lease:

Provided that the obligation to register on the part of the lessor comes into being immediately upon the commencement of the agreement and no delay or failure to register the agreement, or to comply with the requisites of sub-article (1) of article 6, may be used against the interests of the lessee or as a defence by the lessor in the course of any enforcement proceedings in accordance with article 20, or criminal proceedings in accordance with article 22.

(4) If the lessor fails to comply with the obligation stipulated in sub-article (2), the lessee may proceed to register the lease contract himself, at the expense of the lessor:

Provided that the lessee shall have the right to retain part of the rent for the purpose of reimbursement of the administration fee paid to the Authority.

(5) An application for registration under article 4 may not relate to more than one (1) private residential lease.

(6) A separate application is required for every private residential lease that is created:

Provided that the lessor shall be bound to register the renewal in accordance with the Act.

(7) As part of the process of registration, the Authority shall request the lessor to specify the number of residents that shall reside in the dwelling house.

(8) (a) The Minister shall have the power to make regulations under this Act providing for the minimum standards of habitability for a dwelling house which is offered for letting as well as the limitation of the number of residents who may occupy the dwelling house at the same time.

(b) The Authority shall not permit any new registration or submission that allows the occupation of the same dwelling house by a number of residents that exceeds the maximum that is permitted to reside in a dwelling house at the same time in accordance with that established in any regulation made under this Act:

Provided that the registration of a lease contract by the Authority shall not in any manner be held as a certification of the habitability of a leased tenement or be used as a defence for any breach

of any other provision of any other law or regulation that is validly in force at the moment of the alleged offence or breach.

(9) The registration process shall be completed exclusively online.

Transitory
provision.
Amended by:
XX.2024.10.

5. (1) Private residential leases which were entered into after the 1st June, 1995, but before the coming into force of the Act, and which would still be in force on the 1st January, 2021, whether in their original or renewed term, shall be registered:

Provided that the obligation to register shall also apply to any lease that is renewed beyond the 1st January, 2021.

(2) It shall be the obligation of the lessor to register the private residential lease contract with the Authority in accordance with sub-article (1) by the 1st January, 2021.

(3) In the case of a conflict between the registered contract and articles 7, 9, 11 and 17, the articles contained in the Act shall prevail.

(4) The registration of a lease in accordance with sub-article (1) shall not require the declaration of any amount deposited by the lessee by way of security in accordance with article 6(1)(f) or the presentation of an inventory in accordance with article 6(1)(g).

(5) If the lessor fails to comply with the obligation stipulated in sub-article (1), the lessee may proceed to register the contract himself, at the expense of the lessor:

Provided that the lessee will have the right to retain part of the rent for the purpose of reimbursement of the administration fee paid to the Authority.

Requisites in
writing of a
contract of private
residential lease.
Amended by:
XX.2024.11.

6. (1) All private residential lease contracts made after the entry into force of the Act shall be made in writing and shall include the following requirements:

- (a) the tenement to be leased;
- (b) the agreed use of the tenement let;
- (c) the period for which that tenement shall be let;
- (d) whether such lease may be extended and in what manner;
- (e) the amount of rent that shall be paid and the manner in which such payment shall be made;
- (f) any amount deposited by the lessee by way of security for the performance of his obligations; and

(g) an inventory, in the form of documentary evidence signed by all parties, attesting the condition of the tenement as well as the state of any furniture and domestic appliances supplied by the lessor, and the parties shall accompany such photographs with short descriptions of the content of the said photographs:

Provided that the inventory may also be presented in the form of photographs as long as the photographs are capable of attesting, fully, clearly and unequivocally, the condition of the tenement as well as the state of any furniture and domestic appliances supplied by the lessor:

Provided further that the inventory shall also be presented in the case where the tenement is let unfurnished.

(2) In the absence of one (1) or more of the said essential requisites stipulated in sub-article (1), the agreement shall be null and void:

Provided that the failure by the lessor to comply with any of the said requisites may not be held as a valid reason for the lessor to be exempted from the obligation to register the agreement in accordance with article 4.

(3) The Authority may publish on its website a model private residential lease agreement which may be used as a basis by any person entering into a private residential lease agreement:

Provided that the Authority may also publish on its website a standards form containing the clauses referred to in sub-article (1) and which may be made compulsory for any person entering into a private residential lease agreement which is not in accordance with the model agreement.

7. (1) Any of the following clauses which are inserted in a private residential lease contract, shall be deemed to be without effect:

Forbidden clauses.
Amended by:
XX.2024.12.

(a) clauses which provide for the automatic termination of the contract other than the non-fulfilment of the lessee's obligations under articles 1554, 1555, 1555A and 1614 of the [Civil Code](#) or the non-observance of any one (1) of the conditions of the lease for which termination had been expressly foreseen:

Cap. 16.

Provided that where the lessee fails to pay punctually the rent due, the lessor shall always call upon the lessee in accordance with article 1570 of the [Civil Code](#);

Cap. 16.

(b) clauses which authorise the lessor to reduce, without equivalent consideration, any benefits stipulated in the contract;

Cap. 16.

(c) clauses that exempt the lessor from any of the responsibilities to which he is bound by law, including those foreseen in articles 1545 and 1546 of the [Civil Code](#), without equivalent consideration;

Cap. 398.

(d) clauses which impose the payment of additional considerations, other than the rent, the deposit, the insurance on the contents of the tenement and any contributions foreseen in accordance with article 11(4) of the [Condominium Act](#):

Cap. 16.

Provided that any expenses relating to the ordinary maintenance of the common parts of a condominium shall be limited to those duties which, in accordance with the [Civil Code](#), are at the charge of the lessee:

Provided further that in any case of substitution or addition of a lessee in accordance with articles 9B and 9C, no administrative penalty may be imposed on the lessees of the original lease and the substituted or added lessee:

Provided further that the lessee may request the restitution of any amounts unduly paid;

(e) clauses which impose on the lessee any additional consideration for the use of the movables, beyond the payment of rent for the use of the dwelling:

Provided that the lessee may request the restitution of any amounts unduly paid;

(f) clauses which stipulate the payment of a fixed amount, separate from the rent, for the consumption of water, electricity or other utility service if such amount does not reflect the actual consumption of such utility services by the lessee calculated at the rate reflecting the primary residential use of the tenement and the total number of occupants residing therein;

Cap. 16.

(g) clauses which limit the use which one is expected to make of a residence, subject to the observance of the provisions relating to the maintenance and improvement contained in the [Civil Code](#) and the rules of good neighbourliness.

(2) The registration of the private residential lease contract by the Authority shall not imply the validation of any unlawful terms contained therein.

8. A long private residential lease cannot have a duration of less than one (1) year. Any agreement stipulating a shorter duration shall be deemed to have been agreed for a period of at least one (1) year.

Minimum contractual duration for long leases.
Amended by:
XX.2024.13.

9. (1) A private residential lease shall cease to have effect upon the expiration of its term, whether such term is conventional, legal or judicial, provided that the lessor gives notice to the lessee at least three (3) months before by registered letter:

Notice of termination of long private residential leases by lessor.
Amended by:
XX.2024.14.

Provided that for the purpose of proving the fulfilment of his obligation under sub-article (1), it shall be sufficient for the lessor to provide evidence that the registered letter has been sent within the stipulated time, and to the correct address.

(2) If the lessor does not serve the lessee with a notice of termination within the specified time, the private residential lease shall be deemed to have been renewed for a further period of one (1) year:

Provided that in the absence of a notice of termination by the lessor, the lease shall continue to be renewed.

(3) This article shall not be applicable for short private residential leases.

(4) If the lessor does not serve the lessee with a notice of termination within the specified time, but the lessee still decides to terminate the agreement on the date stipulated in the agreement, he shall give notice to the lessor at least one (1) month before by registered letter:

Provided that for the purpose of proving the fulfilment of his obligation in accordance with this sub-article, it shall be sufficient for the lessee to provide evidence that the registered letter has been sent within the stipulated time and to the correct address:

Provided further that in the case that the lessee terminates the agreement in accordance with sub-article (5), the lessee shall receive back the amount deposited by way of security in accordance with article 6(1)(f), saving the provisions of article 11.

(5) It shall not be permissible for a lessor to give any notice of termination with the aim of terminating the agreement before the period imposed by the law or stipulated in the agreement, saving for the provisions of articles 1573 and 1574 of the [Civil Code](#).

Cap. 16.

9A. (1) Notwithstanding the possibility of a tacit renewal according to sub-article (2) of article 9, the parties may also renew their agreement expressly.

Express renewal.
Added by:
XX.2024.15.

(2) An express agreement of renewal shall not include changes

to the original agreement, except for the increase permissible in accordance with article 14.

(3) An agreement which was meant to expire before 31st December, 2020 and which did not contain any reference to an option for renewal, shall not be registered unless accompanied by an express agreement of renewal signed between the parties.

(4) Any agreement of renewal shall not be made for a period inferior to that stipulated in article 8:

Provided that the parties shall remain free to renew their agreement for a longer period than that originally agreed upon.

(5) In the case of a conflict between the terms of a renewed agreement which was entered into before the 1st January, 2020 and articles 7, 9, 11 and 17, the articles of this Act shall prevail.

(6) If notwithstanding having given notice of termination the lessor allows the lessee to remain in occupation of the premises after the lapse of the contractual term whilst requesting rent but without entering and registering an express renewal agreement wherein he revokes the notice of termination, he shall be subject to the procedure referred to in article 20.

(7) The Authority may publish on its website a model renewal agreement which may be used as a basis by any person effecting an express renewal of the lease.

(8) Any agreement of extension of the original lease period which has the effect of reducing the period which would have been granted to the lessee through a renewal by law shall be prohibited.

9B. (1) Any party to the agreement may request the substitution of a lessee in a private residential lease:

Provided that the said substitution may only be effected with the express consent of the lessor and the outgoing lessee and, if the case may be, all the other lessees appearing on that agreement.

(2) The substitution of a lessee shall only be allowed where the total number of lessees registered with the Authority on the lease agreement shall remain the same.

(3) A substitution shall have the effect of replacing an outgoing lessee with an incoming lessee, without giving rise to a new lease agreement or interrupting any of the periods stipulated in this Act, particularly those contained in articles 8, 9, 11, 12 and 16.

(4) Nothing shall prejudice the right of an outgoing lessee to seek redress against the lessor or the incoming lessee in case of any disputes relating to the agreement of lease or substitution of the lessee.

Substitution of
lessee.
Added by:
XX.2024.15.

(5) An incoming lessee shall be granted access to the original lease agreement and all the relevant details of the registration.

(6) All the parties to the original agreement may request a copy of the substitution agreement together with all the relevant registration details.

(7) The Authority may publish on its website a model substitution agreement which may be used as a basis by any person effecting the substitution of a lessee:

Provided that the Authority may also publish on its website a standard form which may be made compulsory for any person entering a substitution agreement which is not in accordance with the model agreement.

9C. (1) Every party to a private residential lease agreement may request the addition of a lessee to that agreement:

Addition of a
lessee.
Added by:
XX.2024.15.

Provided that the said addition may only be effected with the express consent of the lessor and the existing lessee or lessees.

(2) The addition of a lessee shall not create a new lease or interrupt the periods stipulated in this Act, particularly those contained in articles 8, 9, 11, 12 and 16.

(3) The incoming lessee shall be held responsible for any debts that would have been incurred before his addition to the agreement.

(4) An incoming lessee shall be granted access to the original lease agreement and all the relevant details of the registration.

(5) All the parties to the original agreement shall be granted access to any agreement for the addition of a lessee and all the relevant details of the registration.

(6) The Authority may publish on its website a model agreement for the addition of a lessee which may be used as a basis by any person effecting such an addition:

Provided that the Authority may also publish on its website a standard form which may be made compulsory for any person entering an agreement for the addition of a lessee which is not in accordance with the model agreement.

9D. (1) If the parties agree to the mutual termination of the lease or the lessee abandons the rented property without notice, the lessor may request the registration of a new lease on that same dwelling house, despite the fact that the period of the previous lease would still be running, after giving notice of such mutual termination or abandonment to the Authority. The Authority shall notify the previous lessee with the lessor's request to deregister the lease:

Registration of a
new lease in the
case of consensual
termination of the
lease or
abandonment of
property by the
lessee.
Added by:
XX.2024.15.

Provided that in case of abandonment, the said deregistration shall not have the effect to release the lessor from his obligations towards the previous lessee in the case that the said lessor would have granted the use of the property to any other person in bad faith:

Provided further that the said deregistration shall be without prejudice to any claim that the lessor may have against the lessee who would have abandoned the property.

(2) This article shall also apply when the lease is entered into with more than one (1) lessee, and the lessor would have agreed to the consensual termination with one (1) of the lessees, or one (1) of the lessees would have abandoned the leased dwelling house without notice and without substitution:

Provided that for the removal of the lessee, the lessor shall obtain the consent of all the lessees included in the original lease agreement.

Termination of short private residential leases. Cap. 16.

10. A short private residential lease shall cease to have effect by operation of article 1566 of the [Civil Code](#).

Withdrawal by the lessee in the case of long private residential leases. Amended by: XX.2024.16.

11. (1) The lessee may not withdraw from a long private residential lease before the lapse of:

(a) six (6) months in the case where the lease is for a period of less than two (2) years;

(b) nine (9) months in the case where the lease is for a period of two (2) years or more but less than three (3) years; or

(c) twelve (12) months in the case where the lease is for a period of three (3) years or more:

Provided that if the lessee withdraws from a long private residential lease before the lapse of the period stipulated in sub-article (1), the lessor may retain an amount not exceeding one (1) month's rent from the deposit left by the lessee by way of security, so however, that the lessor may still proceed against the lessee to collect any other amount due by him:

Provided further that sub-article (1) shall be without prejudice to the lessor's right to demand the termination of the lease in case of the lessee's non-fulfilment of any one (1) of his obligations.

(2) From the lapse of the periods mentioned in sub-article (1) onwards, the lessee may withdraw at any time by giving notice to the lessor, by registered letter:

(a) at least one (1) month before in the case where the

lease is for a period of less than two (2) years;

(b) at least two (2) months before in the case where the lease is for a period of two (2) years or more but less than three (3) years; or

(c) at least three (3) months before in the case where the lease is for a period of three (3) years or more.

(3) The parties may agree to stipulate more advantageous conditions for the lessee in connection with the withdrawal of the lease.

(4) No penalty may be imposed on the lessee for exercising his rights of withdrawal according to the periods stipulated in sub-article (1).

(5) In the absence of an adequate serving of notice, the lease shall be deemed not to have been terminated by the lessee:

Provided that for the purpose of proving the fulfilment of the lessee's obligation under sub-article (2), it shall be sufficient for the lessee to provide evidence that the registered letter has been sent within the stipulated time, and to the correct address.

(6) In the case of the renewal of a long private residential lease in accordance with article 9(2), the lessee may not withdraw before the lapse of three (3) months from the start of the renewal period:

Provided that following the lapse of such time the lessee may withdraw from the private residential lease by giving notice to the lessor in accordance with sub-article (2)(a):

Provided further that this sub-article shall apply to each subsequent renewal of the lease.

(7) In the case of the renewal of a long private residential lease in accordance with article 9A, the lessee may not withdraw before the lapse of half the period specified in sub-article (1), according to the duration of the express renewal agreed by the parties:

Provided that following the lapse of such time the lessee may withdraw from the private residential lease by giving notice to the lessor in accordance with sub-article (2).

12. (1) The lessee may not withdraw from a short private residential lease before the lapse of one (1) month.

Withdrawal by the lessee in the case of short private residential leases.

(2) Following the lapse of the period mentioned in sub-article (1), the lessee may withdraw at any time from a short private residential lease so long as he gives a prior notice to the lessor of at least one (1) week, by a registered letter.

(3) The parties may agree to stipulate more advantageous conditions for the lessee in connection with the withdrawal of the lease.

(4) No penalty may be imposed on the lessee for exercising his rights of withdrawal in accordance with this article.

Rent.

13. (1) The rent shall be freely stipulated between the parties.

(2) Unless otherwise agreed, the payment of the rent shall be deemed to have been calculated for one (1) month. In no case may the lessor require the advance payment of more than one (1) month's rent, unless it is otherwise agreed by the parties:

Provided that this shall be without prejudice to the lessor's right to request an amount by way of security, for the performance of the lessee's obligations.

(3) The lessor shall be obliged to deliver to the lessee a receipt of the payment, unless it has been agreed that payment is made through procedures that are capable of proving the effective fulfilment of the obligation.

Permissible
increases.
Amended by:
XX.2024.17.

14. (1) Rent increases may only take place once every year. In the absence of any express agreement, the rent cannot be revised during the term of the lease:

Provided that during the first year the rent shall be fixed at the same amount.

(2) Yearly increases may not exceed the annual variations recorded in the Property Price Index published by the National Statistics Office. The annual variation shall be understood as the average of the previous four quarters recorded until the date of the increase.

(3) The increase foreseen in sub-article (2) may never exceed the previous rent by more than five per cent (5%).

(4) If the average annual variation is negative, this shall not result in the reduction of the rent.

Terms contrary to
law.

15. (1) Any agreement, whether verbal or in writing, determining any condition which does not result from the written and registered contract shall be considered as void.

(2) In the cases referred to in sub-article (1), the lessee may request the restitution of any amounts paid in excess of the total amount resulting from the written and registered contract.

(3) Any clause intended to derogate the minimum contractual

duration established by the Act shall be null and void.

16. (1) Any contract entered into for lease of a shared residential space shall have a duration in accordance with regulations issued under this Act by the Minister, from time to time.

Letting of shared residential space.
Substituted by:
XX.2024.18.

(2) Without prejudice to the provisions of sub-article (1), the provisions that apply to private residential leases shall also apply to the letting of shared residential spaces.

(3) The letting of a shared residential space is subject to the rules of registration stipulated in article 4.

(4) The aforementioned provisions shall also apply either where the lessor, or the lessee in the case of a sub-lease, also reside in that property.

17. (1) The lessor is bound to ensure an adequate supply of water and electricity whenever a tenement, or any part thereof, is leased for a residential purpose:

Water and electricity services.

Provided that this article shall be without prejudice to the supplier's rights to suspend the supply of water and electricity under the [Electricity Supply Regulations](#) and [Water Supply Regulations](#), in the case of non-payment of an account or where such powers are specifically reserved to the Chairman of the electrical distribution system operator or the Water Services Corporation as the case may be.

S.L. 545.01.
S.L. 545.03.

(2) The lessor is bound to acknowledge the number of persons residing in the tenement for the purpose of calculating the correct tariff applicable for electricity and water supply, and to grant the lessee access to the account details relative to the leased tenement:

Provided that the lessor's obligations under this sub-article shall be without prejudice to the lessee's possibility of applying for his temporary recognition as a consumer by the service provider and to assume responsibility for the payment of bills relative to the leased tenement, in his own name.

(3) Any additional amounts incurred by the lessee as a result of the lessor's default to maintain his obligations stipulated in sub-article (2) shall be recoverable by the lessee:

Provided that the lessee may retain part of the rent due for the purpose of reimbursement of such expenses.

(4) The lessee shall ensure that no arrears for water and electricity services are pending with respect to the period of the lease:

Cap. 16.

Provided that the non-payment of water and electricity bills during any period of the lease shall be considered as a partial default and it shall entitle the lessor to demand the dissolution of the contract in accordance with article 1570 of the [Civil Code](#):

Over-holding of rented premises by tenant.

Provided further that the tenant shall not be bound to pay the utility services until he is provided with a copy of the bill, unless he would have direct access thereto.

18. (1) A tenant in default of his obligations, who remains in occupation of the rented tenement beyond the lapse of his title, shall be bound to pay the lessor an amount equivalent to the rent until the date of the effective eviction of the property.

(2) A demand for such compensation may be made simultaneously with the demand for termination of the lease and, or for the eviction of the lessee from the rented tenement.

(3) Nothing contained in sub-article (1) shall preclude the lessor's right to obtain compensation for any greater damage.

PART III MONITORING AND ENFORCEMENT

Right of entry.

19. (1) Notwithstanding the provisions of any other law, for the purposes of verifying whether any tenement is occupied for a residential purpose by any person or persons who are not the owners of the tenement and who would be occupying the tenement without a valid title of lease, for the sole reason that the lease agreement does not satisfy the requisites *ad validitatem* in writing of a contract of lease or that although it satisfies the requisites *ad validitatem* in writing is not registered in accordance with the provisions of the Act, the Chairperson of the Authority and such officer, employee or any other person as may be authorised by the Chairperson for this purpose, and if so required by the Chairperson with the assistance of the Police Force, shall have the right to enter the private tenement, at all reasonable times in order to inspect the tenement, or verify whether the tenement is being occupied by any person, or to take any photographs after entering or request any legitimate information from any occupier of such tenement:

Provided that such access shall require the prior issue of a warrant signed by a Magistrate.

(2) For the purpose of any investigation on the violation of any other provision under the Act, the Chairperson of the Authority and such officer, employee or any other person as may be authorised by the Chairperson for this purpose, shall have the same right under sub-article (1), but not before giving notice of at least twenty four (24) hours to the occupant prior to the entry into the property.

(3) Any person authorised pursuant to sub-article (1) shall

produce a means of identification issued by the Authority and thereon be authorised to enter the tenement.

(4) If any person makes any false report regarding the violation of any of the provisions of the Act, knowing the same to be false, he shall be liable to imprisonment for a period not exceeding three (3) months or to a fine (multa) not exceeding five hundred euro (€500) or to both such imprisonment and fine (multa).

20. (1) Notwithstanding any other law that may provide for proceedings and punishments related to offences, when the Authority deems that:

Enforcement
procedure.
Substituted by:
XX.2024.19.

(a) a dwelling house is being occupied for residential leases purposes by any persons who are not the owners of the dwelling house and who are occupying the said dwelling house without a valid title of lease, for the reason that the lease agreement does not satisfy the written requisites *ad validitatem* in a lease agreement or that although it satisfies the written requisites *ad validitatem* it was not registered in accordance with the provisions of this Act, hereinafter in this Act referred to as "occupation without title"; or

(b) a person has permitted a number of occupants in excess of that declared in the registration or registrations of a private residential lease agreement or agreements with the Authority and is in breach of the proviso to sub-article (4) of article 16; or

(c) a person has made a declaration for any one (1) of the purposes of the Act which is false, misleading or incorrect in any material respect,

the Authority may serve a notice in writing wherein it describes the offence to the person who is being accused and indicate the steps which shall be taken to remedy the offence and the administrative penalty that he may incur if found guilty of the offence:

Provided that the Authority may request the payment of an administrative penalty of not more than two thousand three hundred and twenty-nine euro and thirty-seven cents (€2,329.37):

Provided further that where the occupation without title has come to an end, the Authority shall not permit that person who conceded the enjoyment of the tenement without a valid title to comply with the provisions of this Act retrospectively.

(2) When a written notice is served in accordance with this article, the person mentioned in the notice may, within twenty one (21) days from such service, accept his responsibility for the offence specified in the notice and in the same time period, or any ulterior time

period that the Authority may permit, remedy the offence and pay, or commit in writing to pay the administrative penalty indicated in the notice or such administrative penalty that the Authority may stipulate instead, and in any such case:

(a) the person named in the notice shall be deemed to have committed the offence and to have admitted his guilt in respect thereof, and the administrative penalty paid, or agreed to be paid, shall be the administrative penalty to which he became liable to pay;

(b) if the offence has been remedied and the administrative penalty is paid in the stipulated time period, no other proceedings may be instituted against that person on the same facts; or

(c) if the administrative penalty is not paid in the ulterior time period as previously described, the Authority shall have the right to institute proceedings against the person who breached the law.

(3) If a person who is served with a notice in accordance with sub-article (1) fails to accept responsibility for the offence, or after having accepted such responsibility fails to remedy the offence in the time period stipulated in the said notice, proceedings shall be instituted against such person in accordance with the provisions of article 22..

Additional
remedy for the
occupant without
title.

21. (1) Without prejudice to any other remedy in terms of the Act, in the event that a person served with an enforcement notice under article 20 fails to comply with any of the requirements of such notice within the time therein specified, the Authority may file an application before the Board demanding that, if the Board is satisfied that an occupation without title according to sub-article 20(1) is in existence, a written contract shall be entered into for a period of three (3) years at a rent which does not exceed seventy-five percent (75%) of the market rental value of the tenement.

(2) The Board may order that any amount be paid as compensation for the occupation of the tenement to the person granting the enjoyment of a tenement without title, whilst the hearing of an application filed in terms of sub-article (1) is pending:

Provided that the remedy under sub-article (1) shall not apply in the case of the occupation without title of shared residential space:

Provided further that if there exists sufficient evidence to determine that the agreed amount for the occupation without title was lower than seventy-five percent (75%) of the market rental value of the tenement, the rent shall be fixed at such amount agreed by the parties.

22. (1) Any person who:

Offences.
Amended by:
XX.2024.20.

(a) is found conceding any dwelling house, or any separate space within a dwelling house, for a residential purpose, to any persons who are not the owners of the dwelling house and who are occupying the dwelling house without a valid title of lease, for the reason that the lease agreement does not satisfy the written requisites *ad validitatem* in a lease agreement or that although it satisfies the written requisites *ad validitatem* it was not registered in accordance with the provisions of this Act;

(b) hinders, obstructs, molests or interferes with, or attempts to hinder, obstruct, molest or interfere with, any officer or employee of the Authority, or any police officer, or any public officer in the execution of his duties under the law, or fails to comply with any reasonable requirement demanded of him by any such person as aforesaid or otherwise fails to assist him in the carrying out of the said duties, or knowingly furnishes such person with false information or neglects or refuses to give any information required for the purpose aforesaid; or

(c) makes a declaration for any one (1) of the purposes of the Act which is false, misleading or incorrect in any material respect;

(d) permits a number of occupants in excess of that declared in the registration or registrations of a private residential lease agreement or agreements with the Authority and is in breach of the regulations under article 4(8)(a),

shall be guilty of an offence against the Act and shall be liable, on conviction, to a fine (*multa*) of not less than two thousand and five hundred euro (€2,500) and not exceeding ten thousand euro (€10,000).

(2) Proceedings against any person for any offence as is mentioned in sub-article (1) shall be taken before the Court of Magistrates (Malta) or the Court of Magistrates (Gozo), as the case may be, as courts of criminal judicature in accordance with the provisions of the [Criminal Code](#):

Cap. 9.

Provided that, notwithstanding the provisions of article 376(1)(b) of the [Criminal Code](#), the court shall, at the request of the prosecution or of the accused, take down evidence given by the witnesses in the manner provided for either in article 390(6) of the [Criminal Code](#) or in any law for the time being in force.

Cap. 9.

Cap. 9.

Attorney General's
right of appeal.
Added by:
XX.2024.21.
Cap. 9.

22A. Notwithstanding the provisions of the [Criminal Code](#), the Attorney General shall always have a right of appeal before the Court of Criminal Appeal from any decision given in respect of criminal proceedings arising from the provisions of this Act or any regulations made thereunder.

PART IV ADJUDICATING PANEL FOR PRIVATE RESIDENTIAL LEASES

Establishment of
the Adjudicating
Panel for private
residential leases.
Amended by:
XX.2024.22.

23. (1) There shall be an Adjudicating Panel for private residential leases, hereinafter referred to as the "Adjudicating Panel".

(2) The Adjudicating Panel shall have the exclusive jurisdiction to decide any disputes relating to private residential leases to which the Act applies, provided that any monetary claims shall not exceed five thousand euro (€5,000), and which involve:

Cap. 16.

(a) matters referred to in articles 1540, 1541, 1542, 1543, 1545, 1546, 1548, 1556, 1559, 1561, 1562, 1563 u 1564 of the [Civil Code](#) provided that these claims do not involve the termination of the lease; and

(b) any dispute relating to:

(i) the retention or reimbursement of any amount which is left by means of a security deposit as stipulated in article 6(f);

(ii) rental and utility arrears, including those related to water and electricity consumption;

(iii) compensation for the occupation by the lessee of the dwelling house let beyond the date of expiry of the agreement, provided that these claims do not involve a claim for the termination of the lease;

(iv) compensation for the loss of earnings borne by the lessor due to the dwelling house not being occupied in the period stipulated in article 11(1);

(v) matters referred to in article 17, provided that the dispute is exclusively between the lessor and the lessee, including claims made to the lessor to recognise the number of persons living in a dwelling house and providing access to the details of the account to the lessee;

(vi) expenses relating to the ordinary maintenance of the common parts of the condominium, and;

(vii) damages deriving from any other breach of the provisions of this Act;

(c) disputes relating to any amount which is left by means of a security deposit, in the case of occupation without title in accordance with article 19, if the person who would have permitted such occupation without title and who would have retained such amount, would have admitted his guilt to the offence according to article 20 or would have been found guilty of an offence by the courts of criminal judicature according to article 22:

Provided that a demand made in accordance with paragraphs (a) and (b) may also be included in other claims or pleas made before the Board, in any action affecting private residential leases, over which the Adjudicating Panel has no jurisdiction, including where the claim is made for the termination of the lease or the eviction of any person from the lease:

Provided further that the Adjudicating Panel shall only hear claims relative to registered agreements.

24. (1) The Adjudicating Panel shall consist of the following:

Composition of
the Adjudicating
Panel.

(a) a Chairperson, who will be a person who has practiced as an advocate for not less than three (3) years; and

(b) two (2) to four (4) professionals of a recognised standing chosen from amongst persons of known integrity and with knowledge of and experience in the real estate sector.

(2) All members sitting on each panel, including the Chairperson and the deputy Chairperson, shall be appointed by the President of Malta acting on the advice of the Prime Minister.

(3) Members of the Adjudicating Panel shall be appointed for a term of five (5) years and, on the lapse of their term, they shall not be eligible for re-appointment.

(4) The Chairperson and members of the Adjudicating Panel shall receive such remuneration as the Minister may, from time to time, determine.

(5) A person shall not be eligible to be appointed or to hold office as a Chairperson or as a member of the Adjudicating Panel if he:

(a) is a member of the House, of a local council or of the European Parliament; or

(b) is engaged in any business which has as its

objective the development of real estate or the renting of immovable property:

Provided that professional activity limited to the design of buildings and the supervision of their construction shall not be construed as engagement in any real estate development business; or

(c) has previously conducted himself in such a manner as to cast doubt on his competence or soundness of judgement; or

(d) has a financial or other interest as is likely to prejudicially affect the discharge by him of his functions; or

(e) is otherwise not a fit and proper person to hold that office.

(6) Any member of the Adjudicating Panel may resign his office by letter addressed to the President.

(7) In the exercise of his functions under the Act, a member of the Adjudicating Panel shall not be subject to the control or direction of any other person or authority. An adjudicator may not be removed from office except in the manner and for the reasons provided for in article 97(2) of the Constitution, and any law or regulation made pursuant to article 97(3) of the Constitution for the purposes of article 97(2) thereof shall apply *mutatis mutandis* to the procedure for the presentation of an address and for the investigation and proof of the inability or misbehaviour of an adjudicator under the provisions of this article.

(8) Members of the Adjudicating Panel shall be subject to the Code of Ethics for Members of the Judiciary drawn up by the Commission for the Administration of Justice in accordance with article 101A(11)(d) of the Constitution, and reports or allegations of such breaches shall be investigated by the Commission for the Administration of Justice.

Abstention and challenge of members of the Adjudicating Panel.
Cap. 12.

25. The provisions of the [Code of Organization and Civil Procedure](#) relative to abstentions by and challenges to a magistrate, and to the subrogation of and the distribution of duties amongst magistrates shall, *mutatis mutandis*, apply to any member of the Adjudicating Panel.

Mode of complaint.

26. (1) Every claim filed before the Adjudicating Panel shall be made in writing.

(2) The claim filed in accordance to sub-article (1) shall be served to the defendant, who has a right to file a reply in writing before the Adjudicating Panel within ten (10) days.

27. The Adjudicating Panel shall deliver judgement within the shortest time possible but not any later than five (5) working days from the date of the last submission by the parties, the witnesses or the experts, as the case may be. Decision.

28. The Adjudicating Panel shall have power, exercisable through its Chairperson, or by the person so authorised by the Chairperson, to: Summoning of witnesses.

(a) summon witnesses;

(b) take expert advice;

(c) require any person who appears to it to have a special knowledge of the matter under consideration to furnish orally or in writing such particulars in relation thereto as the Adjudicating Panel may require;

(d) require access to the premises.

29. (1) Every investigation by the Adjudicating Panel shall be conducted in private. Proceedings.

(2) The Adjudicating Panel may hear or obtain information from such persons as it thinks fit, and may make such enquiries as it thinks fit. It shall not be necessary for the Adjudicating Panel to hold any hearing:

Provided that a hearing shall only be given by the Adjudicating Panel if it is considered to be necessary by the Adjudicating Panel:

Provided further that the defendant shall have the right to file both a statement of defence as well as any counter-claim in terms of the Act.

(3) If at any time during the course of an investigation it appears to the Adjudicating Panel that it is necessary to hear any oral submissions, the Adjudicating Panel shall issue a notice of hearing to the parties and shall summon any person that the Adjudicating Panel considers to be relevant to the investigation, to appear before it and to require them to give any evidence or produce any documents in their possession, as it deems necessary:

Provided that summons for attendance before the Adjudicating Panel shall be signed by the Chairperson of the Adjudicating Panel:

Provided further that a summons may be served either by hand or by registered post.

Appeal. **30.** (1) Any party who feels aggrieved by a decision of the Adjudicating Panel may appeal on a point of law to the Court of Appeal composed of one (1) judge only in accordance with article 41(9) of the [Code of Organization and Civil Procedure](#).

Cap. 12.

(2) The appeal shall be filed within twenty (20) days from the date of the decision of the Adjudicating Panel.

Cap. 12.

(3) The Court of Appeal shall be constituted in accordance with article 41(9) of the [Code of Organization and Civil Procedure](#).

PART V MISCELLANEOUS

Registry of
defaults.
Amended by:
XX.2024.23.

31. (1) The registry of the Adjudicating Panel shall maintain a register of persons who have not honoured the decisions of the Adjudicating Panel or the Court of Appeal (Inferior Jurisdiction) to the detriment of the other party in an agreement:

Cap. 9.

Provided that a person may only be included in the register following a recommendation by the Adjudicating Panel:

Provided further that any action that may be taken by the Adjudicating Panel in accordance with this article shall be without prejudice to the obligations of the relevant person to conform himself with the decisions of the Adjudicating Panel or the Court of Appeal (Inferior Jurisdiction).

(2) Access to this register will be given to prospective lessors or lessees who intend to sign a private residential lease agreement:

Provided that information relating to any judicial or quasi-judicial decisions delivered against the counterparty will only be released upon the presentation of a draft lease agreement, identifying the contracting parties.

(3) Persons included in the register may request the cancellation of their name from the said register upon the presentation of evidence that they have honoured the decision of the Panel or the Court of Appeal (Inferior Jurisdiction).

(4) Any record of any person contained in the registry referred to in this article shall be automatically canceled upon the lapse of three (3) years from the entry of such record.

Cap. 586.

(5) The procedures relating to the registry referred to in this article as well as its contents shall remain, in any case, subject to the [Data Protection Act](#) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

32. (1) In exercising his functions under the [Housing Authority Act](#), the Chairperson of the Authority may make a request in writing to a public authority requesting only the necessary details relating to the person or property concerned.

Data sharing.
Cap. 261.

(2) When making a request under sub-article (1), the Chairperson of the Authority shall provide the purpose for such a request and the function being exercised under the Act.

(3) The requested public authority shall provide the Chairperson of the Authority the requested information referred to in sub-article (1) within fifteen (15) days:

Provided that the Chairperson of the Authority shall keep a record of the request thereof, including the dates when the request was submitted and when such data was provided or refused by the public authority:

Provided further that a public authority shall reject a Chairperson's request if it does not possess the requested information, or if the request is contrary to law, incomplete or disproportionate to the aim pursued.

32A. (1) The Authority shall have the right to communicate personal data to other private parties if such a communication is strictly necessary to enable a person to safeguard his interests following a decision in his favour given by the Adjudicating Panel:

Communication of
personal data to
private parties.
Added by:
XX.2024.24.

Provided that the communication of personal data in accordance with sub-article (1) may also occur following a favourable decision handed down by the Rent Regulation Board or the Court of Appeal (Inferior Jurisdiction) given that the agreement on the basis of which the decision was delivered has been duly registered in accordance with the provisions of this Act.

(2) The data which is communicated to the private parties shall be limited to the residential address of that person against whom such decision would have been taken, as it appears on the latest residential lease agreement registered with the Authority in the name of that person:

Provided that any claim for the communication of personal data shall be processed exclusively according to the exact parameters as stipulated in that request:

Provided further that the Authority shall only provide addresses of properties where the registration of the lease would still be active.

(3) The Authority shall have the right to refuse requests for the communication of personal data where it suspects that this data shall be used for reasons that go beyond those stipulated in this article.

Data protection.
Cap. 586.

33. Nothing in the Act shall prejudice the application of the [Data Protection Act](#) or the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Power of the
Minister to make
regulations.

34. The Minister may make regulations to give better effect to the provisions of the Act, and without prejudice to the generality of the foregoing may, by such regulations, prescribe anything that is to be or which may be prescribed and provide for any matter consequential, incidental to or connected with the provisions of the Act.

Transitory
provision.
Act No. XX of
2024.
Cap. 604.

25. Private residential leases which commenced prior to the coming into force of the [Various Laws relating to Private Residential Leases \(Amendment\) Act, 2024](#) shall continue to be regulated by the provisions of the [Private Residential Leases Act](#):

Provided that private residential leases that are still in force on 31st August 2025 shall comply with any laws or regulations stipulating the limitation on the number of residents who may occupy the dwelling house at the same time.