

DETERMINATION OF THE LEASE PRICE OF ROOFED WORK PLACE WITHIN THE SCOPE OF TURKISH LAW

In generally, the relationship between a landlord and a tenant is governed by a contract. That contract is referred to as the lease. A lease is an agreement between the landlord and the tenant in which the landlord agrees to allow the tenant to occupy a building or a piece of property owned by the landlord generally in return for the payment of periodic rent. Any issues relating to landlord/tenant law must initially be looked at in terms of what the lease calls for as to the respective rights and obligations of two parties.

Provisions of the rental agreement are regulated in the Turkish Code of Obligations. In the fourth part of the second structure of the Turkish Code of Obligations entitled "Private Debt Relations" any place with a residential qualification falls within the scope of the prescribed provisions. Including the roofed workplace. The basic rule which is mentioned in the Article 339 is "*These provisions do not apply when renting immovable property for six months or less* ". Therefore , in this context the real property for the temporary usage is not include in this part.

There is a fundamental rule of the rental agreement such as in the lease agreement, the detriment of the tenant is forbidden by law and there is a ban on making changes to the contract. These rules aim to protect the lease holder. Turkish Code of Obligation law puts the rights of tenants prior than rights of owners. Because in this regard; law protects the person who is not the owner of the property. After all, tenants have also obligations. They have to guarantee the agreement and payment with 'deposit'. Roofed workplace's deposit regulates in Article 342. In case the parties demand a deposit, it falls under the Article 342 which binds both parties strictly. The assurance limit of deposit is regulated by law that in maximum amount is 3 monthly rental. Article 342 is a significant imperative provision for the agreement. This due to the fact that the sole purpose of law maker is protect tenant.

Lease agreement is perpetual fulfilment performance. Parties have both mutual debt. Article 341 refers to 'Disposal expenses'. According to article 341, the tenant will pay for the use of heating, lighting and water, if there is no provision in contrast or any other local custom. Besides, it is imperative that an example of proof of these costs be given to the other party.

In article 343, there is an exception about the prohibition of change against to tenant which is the initial rental price. It is possible to change the contract in cases where the duration of the contract is extended or renewed.

In accordance with the Supreme Court practices, regular provisions can be altered by the law makers for the recent changes. New devising was made by the basic of Supreme Court practices. Article 348 refers that '*The validity of the notice of termination depends on the fact that it is done in writing*'. Cancellation of lease contract is ensured the Article 362 and rest. Legislator overhauls some statement of the rescission. After the change of some provisions, the code of obligation covers the tenant's rights.

REFERENCES:

-Turkish Code of Obligations numbered 6098

-Prof. Cevdet YAVUZ, *Special Provisions of Law of Obligations*, November, 2014, Istanbul, Turkey.

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