

The Definition and Essence of an Rental Agreement

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Abstract: This article analyzes the importance of the rent contract in civil law. Also, practical examples are given on this topic.

Key points: Movable and immovable property, contract for consideration, Civil Code, joint liability, subsidiary liability, rent payer, rent receiver, mortgage, pledge.

Article 512 of the Civil Code of the Republic of Uzbekistan defines the rent contract as follows. According to an annuity contract, one party (rentee) gives real or movable property to another party (rentee), and the rentee pays the rentee from time to time instead of the property received. undertakes to pay annuity in the form of a specified sum of money or providing funds in another form.

The word "rent" is translated from Latin and means to bring a separate income. That is, the fee charged for the land given to the renter for use by the renter is meant. Annuity contract has the following legal features:

- 1) the contract has a real character, rights and obligations arise between the parties from the moment the property is transferred to the rent payer in accordance with the rent contract.
- 2) rent contract can be concluded for a fee.
- 3) rent contract is a unilateral contract. Because the renter has only the right to demand the timely payment of rent and reasonable use of the property, the renter has the obligation to pay the rent on time.

In the civil legislation, serious attention is paid to the form of the rental agreement. In addition, the fact that the rent contract must be notarized, and the contract providing for the transfer of real estate to another person under the condition of rent must be registered in the state register is reflected in Article 513 of the Civil Code. This norm stipulated in the Civil Code has an imperative nature, and the parties must strictly follow this provision. Failure to comply with this rule will automatically render the contract void.

The object of the lease agreement can be movable and immovable properties or their combination. In particular, as an object of a rent contract, a plot of land, an enterprise, a building, a structure, and similar places can be given as an example.

In accordance with Article 515 of the Civil Code of the Republic of Uzbekistan, rent is collected from a plot of land, an enterprise, a building, a structure or other immovable property provided on the condition of paying rent. If the rent payer gives such property to another person, his obligations under the rent contract will be transferred to the recipient of the property. A person who has transferred real estate to another person, if the Civil Code of the Republic of Uzbekistan, another law or contract does not provide for joint liability for this obligation, according to the requirements of the rentee due to the violation of the rent contract shall be subsidiarily liable with another person.

It is understood from this rule that the person paying the rent can give the property received on the basis of the rent agreement to another person. In the event that the primary rent payer transfers real

estate that is the object of rent to another person, the obligations of the rent payer are transferred to a new person who receives the property. That is, the person paying the new annuity must fulfill all the obligations of the first annuity payer. If the Civil Code of the Republic of Uzbekistan, as well as other laws or the contract concluded between the parties do not provide for the initial annuity payer to be jointly liable for the requirements of the annuitant as a result of the violation of the conditions specified in the contract, the annuitant The first annuity payer is defined as a subsidiary, that is, additionally liable.

When a plot of land or other immovable property is given under the condition of paying rent, the rentee receives a lien on this property in order to ensure the fulfillment of his obligations.

The most important condition of the contract, which provides for the provision of a sum of money or other movable property as an annuity, is that the annuity payer must provide a guarantee for the fulfillment of his obligations or insure the risk of non-fulfillment or improper fulfillment of these obligations in favor of the annuitant. shall be obliged (Article 516 of the FC).

According to the civil law, there are the following ways to ensure the payment of rent:

First, the rentee receives a lien on this property in order to ensure the fulfillment of his obligations for the given rent object, that is, a plot of land or other immovable property;

Second, the rent-paying party provides the rent-seeker with a guarantee for the performance of its obligations;

Thirdly, the annuity payer is obliged to insure against the risk of non-fulfillment or improper fulfillment of his obligations in favor of the annuitant or another person designated by him.

If the first of the above-mentioned rent payment security methods is used when a plot of land or other real estate is the object of a rent contract, the second and third methods are a sum of money or other movable property.

used when property is given as rent.

The party paying rent is of the Civil Code of the Republic of Uzbekistan

If the rentee does not fulfill the obligations provided for in the second part of Article 516, as well as in cases where the rentee is not responsible, in the case of loss of provision or deterioration of the conditions of provision, the rentee may demand the cancellation of the rent contract or the compensation of the damage suffered due to the cancellation of the contract. has the right to do.

It was stated that when a plot of land or other immovable property is given under the condition of paying rent, the rentee has a lien on this property in order to ensure that the rent payer fulfills his obligations. In such cases, the provisions on "Mortgage" in Chapter II of the Law "On Pledge" of the Republic of Uzbekistan apply. According to the annuity contract, the annuity payer can pay the annuity in the form of a sum of money or in another form. Payments under the contract may be more or less depending on the value of the property being transferred, because there is a difference between the property worth several hundred million soums and the rent paid for an ordinary car. is natural. The property transferred under the rental agreement must be free from the rights of third parties.

Article 517 of the Civil Code of the Republic of Uzbekistan defines the following rule, which defines responsibility for late payment of rent;

For late payment of annuity, the annuitant shall pay to the annuitant the interest stipulated in Article 327 of the Civil Code, unless otherwise stipulated in the annuity contract. The amount of this interest can be specified in the rent agreement itself. If these interest rates are not specified in the contract, the interest rates stipulated in Article 327 of the Criminal Code shall be applied. In this case, the rent payer is determined in the place where the rentee lives, and when the rentee is a legal entity, the relevant part of the rent payments is determined by the bank interest calculation rate in place on the day of payment.

In addition, the rentee has the right to unilaterally terminate the contract in cases where the rentee has been fully fulfilling his obligations to the renter and has not committed any harmful actions against him. But in such cases, according to the general provisions of the civil law, the renter, in accordance with the request of the renter, must pay all the costs incurred by him (rent payment, costs of concluding the contract, as well as costs related to the services provided and the maintenance of the rental object). will be forced to do. The payment of such expenses can be charged to the benefit of the renter from the net income received from the rental object.

List of websites used:

1. www.lex.uz
2. www.legalcity.uz
3. www.constitution.uz
4. www.pravacheloveka.uz
5. www.norma.uz
6. www.advice.uz.