

Buying a condo in Thailand as a foreigner, done safely (2026)

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This article is general legal information, not a legal opinion on any specific matter. Each matter must be assessed on its own facts and evidence. The latest online version is at <https://retireinthailandadvisory.com/buying-condo-thailand.html>

Key points

- **A foreigner may own a condominium unit outright.** Section 19 of the Condominium Act B.E. 2522 lists the qualifying categories; bringing foreign currency into Thailand for the purchase is the route almost every retiree uses.
- **Forty-nine per cent is a building cap, not a national one.** Section 19 bis (มาตรา 19 ทวิ) measures foreign holdings against the aggregate unit space of that one building, so a full building is closed to you at any price.
- **The money must come from abroad in a form section 19(5) accepts.** That means foreign currency brought into Thailand, or a withdrawal from a non-resident baht account or a foreign-currency deposit account. For money sent from abroad, the receiving bank's Foreign Exchange Transaction record is the proof the Land Office accepts.
- **Unpaid common fees stop the transfer.** Under section 29 the Land Office registers a transfer only against the juristic person's certificate that the unit is free of common-fee debts, which is why the juristic person's accounts are part of due diligence rather than an optional extra.



- **A foreign heir has one year.** Section 19 septies (มาตรา 19 สัตต) requires an heir who cannot qualify under section 19 to dispose of the unit within one year of acquiring ownership, so the will belongs in the same engagement as the purchase.
- **Remitting the purchase money can itself be taxed.** Section 41 paragraph 2 of the Revenue Code taxes foreign-sourced income a Thai tax resident brings into the country, which on a large purchase can exceed the transfer fees.

A condo is the one piece of Thai real estate a foreigner can own outright, name on the deed. The law is clear; the failures are procedural. The problems we are asked to resolve usually trace back to one of five checks that was skipped.

The two legal conditions

Section 19 of the Condominium Act B.E. 2522 lists the foreigners who may hold a unit, and section 19 bis caps foreign ownership at forty-nine per cent of the aggregate unit space in any one building. Both must be satisfied on the transfer date, and only written confirmation from the juristic person is evidence of quota.

1. **Foreign quota:** foreigners may own at most 49% of the sellable area of a condominium building. Popular buildings in Pattaya, Phuket and parts of Bangkok are *full*. While the quota is exhausted, the unit cannot be transferred to you. We verify quota in writing with the juristic person before you pay a deposit.
2. **FET (Foreign Exchange Transaction) evidence:** the usual route is for the purchase money to arrive in Thailand in *foreign currency*, converted here, with the receiving bank issuing FET certificates referencing the purchase. Section 19(5) also accepts a withdrawal from a non-resident baht account or a foreign-currency deposit account; money routed any other way can lead the Land Office to refuse the transfer. How to send the money and what the certificate must cover is set out in our guide to the FET form.



The five checks before any deposit

These checks answer the two questions the Land Office will ask on transfer day: does the seller hold clean title, and does the building still have room under the section 19 bis quota. A transfer that fails either is refused, and the deposit is usually gone by contract.

- **Title search** at the Land Office: real chanote, seller actually owns it, no mortgage or lien.
- **Foreign quota confirmation** in writing.
- **Juristic person health**: the certificate that the unit is free of common-fee debts (required for transfer under section 29), plus the sinking fund and building finances reviewed.
- **Contract review**: off-plan contracts are drafted by the developer, payment schedules, delay penalties and spec changes are all negotiable before signing, never after.
- **Remittance-tax plan**: bringing in ฿5M of post-2023 income to buy can create a Thai income-tax bill bigger than the transfer fees. Sequencing the remittance (pre-2024 pot, income that arose in a non-resident year, or LTR exemption) is now part of every purchase we handle. See remittance tax.

Do not buy land or a house through a Thai company with nominee shareholders. It is illegal, actively investigated, and unwinding it later is expensive. If you want a house, use a registered 30-year lease or usufruct, see leasing long-term.

Costs at transfer

Transfer costs are fixed by statute; only the split between buyer and seller is negotiable. Budget two per cent of the appraised value as transfer fee, and expect specific business tax at 3.3 per cent under the Revenue Code where the seller has owned the unit for under five years.



Item	Rate	Usually paid by
Transfer fee	2% of appraised value	Split 50/50 (negotiable)
Specific business tax	3.3% (if seller owned <5 years)	Seller
Stamp duty	0.5% (if no SBT)	Seller
Withholding tax	Progressive / 1%	Seller

After you own it

Ownership brings two duties that outlive the transfer. Section 19 septies of the Condominium Act gives a foreign heir who does not qualify under section 19 one year from acquisition to dispose of the unit; and rent you collect is income from property situated in Thailand under section 41 of the Revenue Code.

Put the condo in your Thai will, a foreign heir inheriting a condo must themselves qualify under the quota/FET rules or sell within a year, so succession planning is not optional. And if you rent the unit out, rental income is Thai-source and taxable here regardless of where it's paid.

What we charge

The fee buys the work the statute makes decisive: a title search at the Land Office, written confirmation of the section 19 bis quota from the juristic person, review of its accounts, a marked-up contract, and attendance at the transfer. We quote a fixed figure before you engage us.

Due diligence + contract review + accompanied Land Office transfer: **฿30,000-60,000** (fees). On a ฿5M purchase that is under 1.2%, and we act for you alone.



Common questions

These are the questions that decide whether a purchase completes. Each answer rests on the same two provisions as the guide above: section 19 of the Condominium Act B.E. 2522 for who may own, and section 19 bis for how much of the building foreigners may hold between them.

Can a foreigner own a condo in Thailand outright?

Yes, freehold, in your own name, with your name on the title deed (chanote). Conditions: the unit must fall within the building's 49% foreign ownership quota, and the purchase funds must come from abroad in a form section 19(5) of the Condominium Act accepts, usually foreign currency transferred into Thailand, with the bank issuing a Foreign Exchange Transaction (FET) certificate.

Can a foreigner buy land or a house in Thailand?

Foreigners cannot own land. Common lawful structures are a registered 30-year lease over the land with ownership of the house structure, or a usufruct. Nominee shareholder company structures to hold land are illegal and are being actively investigated, do not buy into one.

What taxes do I pay when buying a condo?

At transfer: 2% transfer fee on the appraised value (often split with the seller), and on the seller's side specific business tax or stamp duty plus withholding tax. Budget roughly 1-3% of price for the buyer's share depending on the deal. Also plan the remittance itself, bringing post-2023 income into Thailand to buy can trigger Thai income tax if not structured.

