Legal article

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Renting for the long term: leases, usufructs, and what actually protects you

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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/renting-long-term-lease-thailand.html

Key points

- **Three years is the line.** Section 538 of the Civil and Commercial Code makes a lease of immovable property enforceable beyond three years only if it is in writing and registered with the competent official.
- **Thirty years is the ceiling.** Section 540 reduces any longer term to thirty years, and allows renewal only for a further thirty counted from the renewal itself.
- **The "30+30+30" promise is no longer safe.** In judgment 4655/2566 the Supreme Court treated pre-agreed renewals on terms identical to the first term as an evasion of section 540 and declined to enforce them.
- **A sale does not end the lease.** Section 569 keeps a lease of immovable property alive when the property changes hands, so the buyer takes it with the rights and duties of the former owner; for a term over three years, registration is what keeps the full term enforceable.

- **A usufruct can last a lifetime.** Section 1418 permits a usufruct for the life of the usufructuary, and presumes that term where none is fixed.
- **Subletting is barred unless you bargain for it.** Section 544 removes the tenant's right to sublet or assign unless the contract says otherwise, which quietly destroys the exit option.

Foreigners can't own land in Thailand, but a retiree who wants a house with a garden has two solid legal instruments. Both cost a fraction of what people lose by using neither.

Ordinary renting (up to 3 years)

Section 538 of the Civil and Commercial Code makes a lease of immovable property enforceable for only three years unless it is written and registered with the competent official. A one-year contract therefore needs nothing but signatures, which is why we tell new arrivals to rent before they buy.

Simple contracts, no registration needed, enforceable as written. For most new arrivals we recommend renting for the first year anyway, it is the cheapest way to discover you chose the wrong town (where to retire). Check: deposit terms (two months is standard) and who fixes what. A sale of the property does not end your lease: under section 569 the buyer takes over the landlord's rights and duties.

The registered 30-year lease

Section 540 caps a lease of immovable property at thirty years and cuts any longer term down to thirty. Section 569 carries the lease over to a later buyer of the land, and registration under section 538 is what keeps a term longer than three years enforceable for its full length, against a buyer and the lessor's heirs alike.

- **Maximum term:** 30 years. Leases longer than 3 years **must be registered** on the title deed at the Land Office to be enforceable beyond year 3, this is the single most-skipped step.

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- **What registration buys you:** the full term becomes enforceable. The owner can sell; the buyer takes subject to your lease. The owner can die; heirs are bound for the registered term.
- **The "30+30+30" structure no longer holds:** renewal promises are personal contractual promises, not registrable rights, and in judgment 4655/2566 the Supreme Court treated a pre-agreed renewal on terms identical to the first term as an evasion of section 540 and declined to enforce it. Price the deal as thirty years; treat anything beyond that as a renegotiation you may lose, not a right you bought.
- **Cost:** registration fee + stamp duty ≈ 1.1% of the total rent for the term, plus drafting. Structure the house separately: a foreigner *can* own the building on leased land if papered correctly at the time of construction or purchase.

The usufruct, the retiree's sleeper option

A usufruct registered on the title gives the right to possess, use and manage the property. Section 1418 of the Civil and Commercial Code allows it to run for the usufructuary's life, and presumes a life term where no period is fixed.

A usufruct (สิทธิเก็บกิน) registered on the title gives you the right to use and enjoy the property, registrable **for life**, often for a nominal sum. For a couple, registering it in both names means the survivor keeps the home. It ends at death (nothing to leave to children) and can't be sold like a lease, but for "I want to live here securely until I die", it is frequently the better instrument, especially between spouses: see marriage & property.

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Clauses your lease must contain (we see these missing weekly)

Two of these clauses undo defaults the Code would otherwise impose. Section 544 bars the tenant from subletting or assigning unless the contract permits it, and section 570 turns continued possession after the term into a tenancy of indefinite duration. Neither default suits a retiree who wants certainty.

1. Successors-and-assigns language binding heirs and buyers.
2. Right to sublet/assign, otherwise your exit option is worthless.
3. Survivorship: spouse continues the lease on your death.
4. Exact renewal mechanics and price, if renewals are promised at all.
5. Bilingual text with the Thai version checked, the Thai controls at the Land Office.

What we charge

The fee covers bilingual drafting and registration at the Land Office, which is the step section 538 of the Civil and Commercial Code makes decisive: an unregistered long lease collapses to three years. Registration fee and stamp duty are quoted separately because they track the rent for the term.

Drafting (EN+TH) and Land Office registration of a lease or usufruct: **฿15,000-35,000** (fees).

Common questions

The recurring questions all come back to one distinction: a personal promise between the parties, and a right registered on the title. Section 538 of the Civil and Commercial Code decides which one you have, and section 540 decides how long it can possibly last.

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Is a 30-year lease in Thailand safe for a foreigner?

A lease over 3 years is only enforceable beyond year 3 if registered on the title deed at the Land Office. A properly registered 30-year lease survives the owner selling the property. Promised renewals (30+30+30) are not registrable rights, and in judgment 4655/2566 the Supreme Court declined to enforce a pre-agreed renewal made on terms identical to the first term.

What is a usufruct and is it better than a lease?

A usufruct gives the right to use and enjoy the property, registrable for life. It can be stronger than a lease for a retiree (no rent mechanics, lasts for life) but has no fixed term to sell on and typically ends at death. Which is better depends on family circumstances, often the answer differs for married couples.

Does my long-term lease survive if the owner dies?

A registered lease binds the owner's heirs for its registered term. An unregistered lease over 3 years does not, beyond year 3 you may only have a claim for damages against an estate. Registration at the Land Office is what makes the full term enforceable.

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