

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.

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: Interpretation.
 "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.
 "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 any property or part of a property used as a residence must be fit for habitation;

"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.

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. Cap. 16.

(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:

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; Cap. 409.

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

(d) tenements let before the 1st June, 1995.

(3) The provisions of the Act shall not apply to the letting of urban tenements where contracts of emphyteusis or sub-emphyteusis have been or are about to be converted into leases by virtue of law.

PART II PRIVATE RESIDENTIAL LEASE CONTRACTS

Obligation to register private residential lease contracts.

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 duty of the lessor to register, within ten (10) 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.

(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 may demand the lessor to specify the number of occupants that shall reside in the tenement:

Provided that such figure shall only be used for statistical purposes and it shall not be invoked by the lessor in any action for the termination of the contract on the grounds of unlawful sub-letting:

Provided further that such figure shall be without prejudice to the lessee's rights under article 1615 of the [Civil Code](#).

Cap. 16.

(8) The Authority shall have the power to introduce and enforce minimum standards of habitability for tenements which are offered for letting:

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.

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: Transitory provision.

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 duty 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 and 11, the articles contained in the Act shall prevail.

(4) The registration of a lease under sub-article (1) shall require the declaration of any amount deposited by the lessee by way of security in accordance with article 6(1)(b) and the presentation of an inventory in accordance with article 6(1)(c):

Provided that it would be sufficient for the inventory to attest the condition of the property at the time of the registration of the contract:

Provided further that the tenant shall be bound to provide access to the landlord for the purpose of the compilation of such inventory, and in the absence of an agreement between the parties, the lessor may file an application in accordance with the procedure laid down under article 1548A of the [Civil Code](#). Cap. 16.

(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.

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: Requisites in writing of a contract of private residential lease.

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- (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, attesting the condition of the tenement as well as the state of any furniture and domestic appliances supplied by the lessor.

(2) In the absence of one (1) or more of these essential requirements established in sub-article (1), the contract shall not be registrable, therefore, shall be null and void.

(3) The Minister may, after consulting the Authority, by regulations publish a model private residential lease agreement which may be used as a basis by any person entering into a private residential lease contract:

Provided that the Minister shall also be entitled to publish a standard form containing the clauses mentioned in sub-article (1) and which may be made compulsory for any person entering into a private residential lease contract which is not in accordance with the model agreement.

Forbidden clauses.

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

Cap. 16.

(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](#);

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

contract;

(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. 16.

(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. 398.

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: Cap. 16.

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;

(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. Cap. 16.

(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.

Provided that this article does not apply to short private residential leases or the letting of shared residential space.

Notice of termination of long private residential leases by lessor.

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:

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 or letting of shared residential space.

Termination of short private residential leases. Cap. 16.

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

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

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:

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- (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.

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.

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

(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.

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.

(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.

Letting of shared residential space.

16. (1) Any contract entered into for the lease of a shared residential space shall have a duration of six (6) months.

(2) The lessee may withdraw from the lease, at any time, by giving one (1) week prior notice to the lessor by a registered letter.

(3) No penalty may be imposed on the lessee for exercising his rights of withdrawal.

(4) The letting of shared residential space is also subject to the rules of registration under article 4.

Cap. 16.

(5) Any lease of shared residential space may not be renewed and it shall cease to have effect by operation of article 1566 of the Civil Code.

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

(7) The Authority shall have the power to introduce and enforce safety and security standards in relation to tenements which

are let to more than one (1) household, including rules limiting the number of persons that could occupy such tenement at once.

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:

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.

(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:

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](#):

Cap. 16.

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

Over-holding of rented premises by tenant.

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).

Enforcement procedure.

20. (1) If it appears to the Authority that 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 contract 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, hereinafter in the Act referred to as "occupation without title", the Chairperson, or any officer authorised by him, shall issue an enforcement notice to the person or persons granting the enjoyment of the tenement without having formalised their relationship according to law:

Provided that no enforcement notice shall be issued in relation to any lease contract validly entered into before the entry into force of the Act, saving the provisions of article 5.

(2) The Authority shall, in the case of occupation without title referred to in sub-article (1), require the person or persons granting the enjoyment of a tenement without title, to comply with the rules established in the Act within such time specified by the Authority.

(3) In enforcing the terms of sub-article (2), the Authority may:

(a) order to whoever grants the enjoyment of a tenement without title to conform with the obligations contained in the Act for a minimum period of one (1) year and at a rent which does not exceed seventy-five percent (75%) of the rental value of the tenement; or

(b) if an agreement in writing according to the terms of the Act, already exists between the parties, and the Authority deems such conditions to be in line with the average market conditions, require the person or persons granting the enjoyment of a tenement without title to register such agreement in accordance with article 4:

Provided that the compliance with either one (1) of such requests shall not prejudice the Authority's right to take further action in accordance with article 22:

Provided further that for the purposes of establishing the rental value of the property, the Authority shall engage an architect to assist it:

Provided further that a copy of the architect report shall always be presented to the person or persons granting the enjoyment of a tenement 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%)

Additional
remedy for the
occupant without
title.

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.

Offences.

22. (1) Any person who:

(a) is found granting any tenement, or any separate space therein, for a residential purpose, which is not in accordance with the provisions of the 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,

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):

Provided that if upon the serving of an enforcement notice under article 20, the person found guilty of violating the terms of the Act proceeds to conform with the Authority's request within the time specified by the Authority, the fine (*multa*) shall not exceed five thousand euro (€5,000).

(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.

PART IV ADJUDICATING PANEL FOR PRIVATE RESIDENTIAL LEASES

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

(2) The Adjudicating Panel shall have exclusive jurisdiction to decide disputes relating to private residential leases to which the Act applies, in so far as the claim does not exceed the value of five thousand euro (€5,000), involving issues mentioned in:

(a) articles 1540, 1541, 1542, 1543, 1545, 1546, 1548, 1556, 1559, 1561, 1562, 1563 and 1564 of the Civil Code in as long as these do not include a demand for the termination of the lease; Cap. 16.

(b) article 17 in so far as the dispute is solely between the lessor and the lessee; and

(c) any dispute relating to the retention or reimbursement of any amount left by way of security deposit as indicated under article 6(f):

Provided that a demand made in accordance with the articles mentioned in sub-article (2) may also be included in other demands or pleas made before the Board, in any action affecting private residential leases, over which the Adjudicating Panel has no jurisdiction, including where the demand 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 contracts.

(3) The administration and organisation of the Adjudicating Panel and the administrative control of its officers and employees shall be the responsibility of the Chairperson of the Authority.

Composition of
the Adjudicating
Panel.

24. (1)

The Adjudicating Panel shall consist of the

following:

(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.

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.

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

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

Mode of complaint.

(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. **31.** (1) The registry of the Adjudicating Panel shall maintain a register of all the final judgments relating to contractual defaults which are decided by the Adjudicating Panel, Board and the Court of Appeal and offences in contravention of article 85 of the [Criminal Code](#) in relation to arbitrary or forced evictions of occupants of leased properties, including *de facto* lessees.

(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 such registry upon the presentation of evidence that any debts or arrears for which they would have been found liable would have been cleared.

(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.

(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).

Cap. 586.

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.

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).

Data protection.
Cap. 586.

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.
