



الشبكة السورية لحقوق الإنسان
SYRIAN NETWORK FOR HUMAN RIGHTS

Transferrable Commercial Tenancy Rights of Syrian Stores:

Addressing the Legacy of Statutory Lease Extension within the Framework of Transitional Justice for HLP Rights

Tuesday 17 February 2026





The Syrian Network for Human Rights (SNHR), founded in June 2011, is a non-governmental, independent group that is considered a primary source for the OHCHR on all death toll-related analyses in Syria.

Contents:

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| I. The Issue of Transferrable Commercial Tenancy Rights: Concerns and Hopes for Fair Solution | 1 |
| A.Introduction..... | 1 |
| B.Report Methodology..... | 3 |
| II. A Historical and Political Preamble for Housing, Land, and Property Rights | 4 |
| A. The Assad regime era and the accumulation of legislation restricting property rights | 4 |
| B. The post-regime collapse phase and the need for a national approach | 6 |
| C. The updated committee from the Ministry of Justice and the public debate..... | 6 |
| III. The Legal Framework Governing Lease Contracts and Statutory Extensions | 7 |
| A. The stage of laws that enshrined the automatic extension of terms | 8 |
| B. The stage of laws that attempted to address the effects of extending the mandate:..... | 10 |
| IV. The Privacy of Shops in Syrian Law | 13 |
| A. The store in commercial law | 13 |
| B.Provisions regarding the sale of a shop in rental laws..... | 15 |
| C.Nature of the relationship between the store owner and tenant | 16 |
| V. Issues of judicial extension in the context of the Syrian Network for Human Rights’ work on housing, land and property rights (HLP)..... | 17 |
| A.General background..... | 18 |
| B. The connection between judicial extensions and other patterns of property violations | 18 |
| VI. Legal conclusions and Recommendations | 21 |
| A. Legal conclusions..... | 21 |
| B. Recommendations | 23 |

I. THE ISSUE OF TRANSFERRABLE COMMERCIAL TENANCY RIGHTS: CONCERNS AND HOPES FOR FAIR SOLUTIONS:

A. Introduction:

This report by the Syrian Network for Human Rights (SNHR) addresses the issue of “Transferrable Commercial Tenancy Rights” – hereinafter referred to as TCT Rights - in shops and commercial properties in Syria as one of the most complex real estate issues in terms of its entanglement with exceptional rental systems, and its overlap with the state’s public policies that have restricted the right of ownership and disrupted the contractual balance between the owner and the tenant for nearly seven decades. Since the mid-20th century, with the Syrian legislature’s adoption of the automatic renewal system, lease agreements have ceased to be subject to the will of the contracting parties, as stipulated by the 1949 Civil Code. Instead, they have transformed into semi-permanent rental relationships characterized by low rents, virtually impossible grounds for eviction, and frequent legislative intervention under social, economic, and political pretexts. This has effectively stripped the landlord of the three fundamental elements of their rights: use, exploitation, and disposal. In light of this structural imbalance, the practice of “TCT Rights” emerged as a parallel customary mechanism aimed at restoring some balance in the rental relationship, by paying a high lump sum at the first rent, and then at each subsequent transfer of the store, so that the tenant became closer to having a firm economic right in the store, while ownership of the property remained with the owner.

The importance of addressing this issue at the present stage stems from the change in the political context after the fall of the Assad regime, and from the issuance of the Ministry of Justice Decision No. 865/L dated June 12, 2025, which stipulated the formation of a committee to study the legislative instruments regulating lease contracts with automatic extension, and what followed that was the widespread circulation of inaccurate information about “cancellation of TCT Rights” and the protests it provoked in front of the ministry, before the minister and the head of the committee confirmed that the discussion is still in the stage of listening and assessing the reality, and that the goal is to achieve justice and protect the rights of all parties.

This transitional political/legal circumstance places a double burden on the new state: the first is to correct a legislative legacy that enshrined inequality between landlord and tenant, and the second is to avoid creating new injustice against shop owners or their heirs who paid large sums for TCT Rights under laws in force at the time and relied on the legal certainty and contractual stability that those laws provided.

This file is linked to a broader track that SNHR has been working on for years regarding housing, land and property rights (HLP). The Syrian experience shows that the previous state did not just restrict rents, but used law, administration and security to transfer benefit or ownership from its natural owners to other categories, whether through zoning and construction laws, or through auctions of displaced persons' properties, or through administrative reservations, or through security approval requirements. From this perspective, the issue of TCT Rights is not an anomaly or a typical civil dispute, but rather another manifestation of the same problem: disproportionate legislative intervention in the real property right, followed by customary solutions and unwritten interpretations to mitigate the impact of this intervention. Therefore, a just resolution to this issue cannot be achieved through sectoral decisions or abrupt cancellations, but rather within a comprehensive national policy for property ownership and housing. This policy must distinguish between cases arising from the owner's forced absence and those arising from an unbalanced rental relationship, and it must recognize the right to restitution or fair compensation, taking into account the actual amount paid under the name of TCT Rights.

The report concludes that it is necessary to start from the recognition that "TCT Rights" was a compensatory function that arose under the pressure of an unfair law, and that it remained stable for decades and became mixed with the change of owners, tenants and their heirs, the absence of official documents proving payment, and the difference in customs between markets. Therefore, it is proposed to integrate this issue into an independent national mechanism for the return of housing and property, employing flexible methods of proof, respecting the chronological order of legislation, and preventing landlords or tenants from incurring a second cost to rectify an error originating from the state. This approach would allow for a shift from an emotional debate about «abolishing TCT Rights» to a gradual, rights-based approach that restores balance to the rental relationship without causing legal or economic shocks in the historical markets of Syrian cities.

B. Report Methodology:

This report adopted a composite methodology that combined documentary legal analysis and consultative field work, with the aim of encompassing as much data as possible that governs the emergence of TCT Rights and its transformation into a traded financial right.

On the legal side, a detailed review was conducted of all Syrian legislation related to lease contracts and automatic extensions, from the first law imposing automatic extensions in Syria in 1943, through the Civil Law of 1949, then Legislative Decree No. 111 of 1952 and its amendments, and the subsequent laws that attempted to address its effects (2001, 2006, 2011, 2015), while tracing the political and social background that surrounded its issuance, and comparing the successive formulations of the provisions related to the lease of commercial premises and the sale of the store, in order to deduce the legislative logic that led to the emergence of “TCT Rights” as an unstipulated compensatory mechanism. In the field aspect, SNHR relied on a wide series of interviews and focused meetings with traders, current occupants and tenant heirs, covering markets and commercial districts in more than one governorate, and aimed to document current practices in estimating TCT Rights value, patterns of assignment, differences between market norms, and the availability or absence of written documents. The databases and human rights archives available to the Network regarding violations of HLP rights were also used and linked to data extracted from media monitoring and from following up on public discussions that accompanied the Ministry of Justice’s decision to form a committee to study legislation related to the government’s extension of lease contracts, in order to verify the extent of the confusion generated by rumors regarding “the cancellation of TCT Rights” and its impact on the behavior of the parties. Where necessary, the team adopted a comparative approach, drawing on legal models from post-conflict or similar interventionist environments, to test the feasibility of the proposals in this report for gradual implementation, taking into account the specificities of the Syrian context, including the age of the transactions, the multiplicity of successors, and the absence of official documentation in a significant number of cases. This cumulative methodology enabled the development of detailed recommendations tailored to a wide range of stakeholders.

II. A HISTORICAL AND POLITICAL PREAMBLE FOR HOUSING, LAND, AND PROPERTY RIGHTS:

Housing, land, and property issues are directly affected whenever countries experience sharp political transformations or shifts in the power structure, as Syria has witnessed in more than one phase during the last century. Following Syria's separation from the remnants of the Ottoman Empire after World War I, and the artificial demarcation of the border between Syria and Turkey—a demarcation that did not reflect Syria's geographical and social expanse—and with former Ottoman subjects of Syrian origin opting for Syrian citizenship, the Turkish government took measures that culminated in the confiscation of their properties. In response, the Syrian authorities froze the assets of Turks in Syria. This marked the earliest instance of the state employing the instruments of property rights for political purposes rather than adhering to the legal protections afforded to property.

Then, with Syria gaining its independence from the French Mandate, a clear legislative trend emerged among the Syrian legislator towards enshrining laws of automatic extension of lease contracts, thus beginning a successive stage of legislation restricting ownership, which reached its peak during the period of unity with Egypt under the titles of nationalization and agrarian reform. In 1959, the General Directorate of Real Estate Affairs was transferred from the Ministry of Justice to the Ministry of Agriculture and Agrarian Reform, with the aim of facilitating land seizures with the help of surveyors. The socialist orientations and slogans after 1963 led to an important portion of capital leaving the country for fear of it being seized by the Baath Party.

A. The Assad regime era and the accumulation of legislation restricting property rights:

The previous regime, under both father and son, witnessed the issuance of a large number of laws that were unfair to the property, especially after the year 2000, a period that was described as a “legislative diarrhea” due to the large number of laws and regulations issued during it. All of this, especially after the outbreak of the revolution, constituted a dangerous trend of seizing the property of Syrians, especially those opposed to Assad's rule, in light of the displacement of nearly half the population as refugees and internally displaced persons, the disappearance of **nearly 177,000 Syrian citizens**, and the destruction of large sectors of neighborhoods in city centers, especially informal housing areas. SNHR issued an extensive report on how the Assad regime exploited its near-total control over legislation, administration, and the judiciary to build a multi-layered legal framework that enabled it to dominate housing, land, and property, and ultimately, to seize the property of opponents and absent residents. The

report emphasized that although some property laws predate 2011 by a considerable margin, the most egregious confiscation instruments were enacted after the popular uprising. It is essential to consider the land registry system of the 1920s, its general nature, and the early republican constitutions that protected private property and stipulated fair compensation in cases of expropriation. This relatively robust system was gradually eroded: the imposition of martial law (1963), socialist-style confiscations, and lenient policies toward informal construction created a chronic legal ambiguity that the regime later exploited to seize land or zone-select areas for its own benefit.

A critical reading of pre-2011 legislation (particularly Decree 5/1982 on Planning, Law 15/2008 on Real Estate Development, and Law 33/2008 on Property Registration) reveals a consistent pattern: the laws were presented as tools for urban development or regularization, but in practice they concentrated power in administrative committees, enabled expropriation with little or no compensation, and granted the executive branch broad discretion in selecting «development» zones. This legal path paved the way for more overt political uses later on. The laws after 2011 represent the most dangerous phase in the property ownership issue. **The main instruments include:** Legislative Decree 66/2012 (Damascus Reorganization Zones); Law 23/2015 on the Implementation of Urban Plans; and especially Law 10/2018 (later amended by Law 42 of 2018), which allows for the declaration of regulatory zones anywhere in Syria, and requires owners - many of whom are displaced, missing, or refugees - to prove their ownership within short timeframes or risk losing their rights. These laws were enacted precisely when millions of people were outside the regime's areas of control, turning formal legal requirements (attendance, original documents, and security clearance) into effective confiscation tools.

In addition to these “urban” laws, there is a second set of measures with indirect but strong effects on real estate property rights: the Anti-Terrorism Law (Law 19 of 2012), the Law Establishing a Court to Consider Terrorism Cases (Law 22 of 2012), and most importantly, Legislative Decree 63/2012, which authorizes the temporary seizure of movable and immovable assets of persons accused of terrorism. Because «terrorism» is defined broadly and politically, these provisions enable the Ministry of Finance and security services to freeze the assets of opponents, detainees, and the disappeared, including those whose deaths the regime refuses to register, or to confiscate them or sell them later at public auction.

There is also a set of additional regulations - relating to the registration of deaths, transactions in border areas, the reconstruction of destroyed records, and security clearances for real estate transactions - which together constitute bureaucratic obstacles for the groups most affected by the conflict. By controlling death certificates and civil status updates, the Assad regime can prevent heirs from proving succession, which in turn facilitates the state's seizure of property whose owners are absent or its «replanning».

B. The post-regime collapse phase and the need for a national approach:

Today, in the new phase following the fall of the previous regime, the Syrian state, in its transitional form, is expected to address this enormous legacy of property and housing rights violations. After a relatively short period of approximately ten months, the Ministry of Justice and the Supreme Judicial Council tackled one of the most significant real estate issues: the illegal seizure of properties, by forming committees to address clear violations of property rights. Subsequently, a plan was developed to address these issues within a unified and urgent framework, by designating specific courts and judicial departments to exclusively handle these cases, with the aim of standardizing judicial interpretation and avoiding inconsistencies in rulings. However, three main characteristics can be distinguished during this phase:

- Failure to form an independent body to restore housing and property, develop a comprehensive approach to the return of residents to their original places of residence, establish clear mechanisms for recognizing property and housing rights, especially in informal housing areas, and define the laws adopted for regulating urban development and reconstruction.
- Creating new real estate problems by seizing the properties of people affiliated with the former regime without a clear legal framework or objective criteria for distinguishing between cases.
- Addressing established real estate problems that can be postponed until institutional stability is achieved, such as laws regarding the automatic extension of lease contracts and issues of «TCT Rights» for shops.

C. The updated committee from the Ministry of Justice and the public debate

On June 12, 2025, the Minister of Justice issued Decision No. (856), which stipulated the formation of a committee whose task is to study the legislative instruments and instructions in force related to lease contracts with statutory extension, whether the properties are owned by individuals or the state, and whether they are leased to individuals or the state, and to submit proposals to solve the problems related to automatic extension of the lease, based on the nature of the lease contract and the provisions that regulate the relationship between its parties, and in a way that ensures the achievement of justice between all parties to the rental relationship.

This decision, and the subsequent news circulated by social media accounts about a decision issued by the Minister of Justice in the Syrian Arab Republic to abolish the “corrupt” TCT Rights law – as described by those accounts – for shops and real estate that was applied during the previous regime, sparked a wave of objection represented by a strike and protest by dozens of merchants in front of the Ministry of Justice.

On July 7, 2025, the Minister of Justice met with a delegation of merchants and discussed with them the issue of vacant shops in light of the current economic conditions, explaining that the committee tasked with studying the issue of the mandatory extension is still in the stage of listening and assessing the reality, and has not issued any final decisions in this regard. He stressed the need to broaden the discussion within the committee, and to listen to different opinions transparently, and denied the existence of any prior intention or purpose to make ill-considered decisions, stressing that the goal is to achieve justice and protect the rights of all. Earlier, the head of the committee also denied the validity of the news circulating about the issuance of decisions by the Ministry of Justice or by the committee regarding the TCT Rights.

In this context, and in order to broaden the discussion and consultations on solid legal and human rights foundations, the Syrian Network for Human Rights presents this vision which focuses on the issue of shop leases, by reviewing the legal framework for the automatic extension of lease contracts, then explaining the specificity of shops in the Commercial Law and in the rental laws, and analyzing the nature of the relationship that arose between the owner and the shop investor under these laws, in order to draw conclusions and provide actionable recommendations.

III. THE LEGAL FRAMEWORK GOVERNING LEASE CONTRACTS AND STATUARY EXTENSIONS:

Legislative Decree No. (84) was issued on May 18, 1949, containing the provisions of the Syrian Civil Code, which defined the lease contract as a contract by which the lessor undertakes to enable the lessee to benefit from a specific thing for a specific period in return for a known rent, and made this contract subject to the will of the contracting parties, and regulated its provisions in seventy-six articles (526-601). However, these provisions remained largely unimplemented for a long time, as the rental contract was effectively regulated by a set of exceptional laws that were unfair to landlords and existed before and after the enactment of the Civil Code. Two main phases of these laws can be distinguished:

1. The first stage: The stage of enshrining the automatic extension.

This stage witnessed the issuance of temporary laws that imposed the automatic extension of lease contracts and lasted for nearly a full decade between 1943 and 1952, and then it was followed by the issuance of a permanent law for automatic extension which continued to be applied for nearly half a century, from 1952 until 2001, and its effects are still present to this day.

2. The second stage: The stage of addressing the effects of the statutory extension.

This stage included the issuance of laws that attempted to return to the general rules of the lease contract starting from the date of their entry into force, but they kept the old contracts subject to statutory extension, and provided solutions to terminate the lease relationship in exchange for a percentage of the property price paid by the owner who wishes to recover his property to the tenant.

The following is a detailed overview of these laws.

A. The stage of laws that enshrined the automatic extension of terms.

1. Historical and international legal context:

Given the exceptional circumstances of World War I and the resulting housing crisis, the French legislature intervened for the first time in 1918 to mandate the extension of lease contracts. Then, with the outbreak of World War II, the worsening housing crisis, and the rise in rents, and under the pressure of economic and social considerations, a clear legislative trend emerged in Europe to deviate from the general rules of lease contracts. This trend was based on the necessity for legislators to regulate the relationship between landlords and tenants by enacting exceptional laws that mandated the extension of lease contracts. On this basis, legislation concerning the rental of residential buildings proliferated. Although our region was not directly affected by the war, Syria and neighboring countries quickly witnessed similar legislation inspired by this trend.

2. General classification of exceptional Syrian legislation:

The exceptional rent laws issued in Syria during this period can be divided into two main types:

- Temporary extension laws.
- Permanent extension laws.

Temporary extension laws:

When a country is experiencing exceptional circumstances, the legislature may intervene by enacting special legislation to achieve the public interest, restore balance to the rental relationship, and share the burden between landlords and tenants, provided that such laws are temporary and only as necessary as required. This period lasted approximately ten years, during which successive pieces of legislation were issued extending lease contracts.

The first law that included the automatic extension in Syria was Law No. (26) issued on December 29, 1943. Then Law No. (464) of 1949 was issued, which included extending lease contracts for one year, reducing rent allowances, and not allowing the collection of rent allowance for a period exceeding three months, while specifying the cases of eviction. To prevent the application of the provisions of the Civil Code issued in the same year, the legislature intervened repeatedly by issuing laws that successively extended the validity of Law No. (464) of 1949. In 1950, Law No. (63) was issued, which, for the first time, authorized and regulated the judicial assessment of rent (appraisal).

Permanent extension laws:

Despite the numerous laws that imposed the automatic extension of lease contracts, as previously mentioned, the essence of the real estate problem, the effects of which Syria still suffers today, especially with regard to automatic extension, TCT rights, and the disputes arising from them, is mainly due to Legislative Decree No. (111) of 1952 and its amendments. This decree established a legal reality that, in many cases, deprived property owners of the three elements of ownership rights: use, exploitation, and disposal of their properties. It can be said that it forced owners, in most cases, to rent out their properties indefinitely for meager rents, and thus provided a solution to the housing problem at the expense of one group, the owner.

It is a legislative error to enact a permanent law that fundamentally deviates from general principles to address exceptional circumstances, as this creates a stable reality based on unfair relationships and produces grievances that are difficult to resolve later. The following are the most important provisions of this decree:

- Rental fees are determined according to annual percentages **as follows**: 5% of the value of residential properties; 6% of the value of properties leased to government departments, municipalities, unions, associations, or for practicing a profession; 7% of the value of properties leased to the government for use as courts, or leased for commercial or industrial investment; and 8% of the value of properties leased for use as schools. These percentages are collected for a full calendar year.
- Rental allowances were reduced by percentages ranging between 25% and 30%, taking into account the percentages mentioned above, and it was not permissible to collect rent for a period exceeding three months, while granting the tenant the right to claim injustice if the rent allowance exceeded these percentages, while the landlord was deprived of this right until three years had passed since the contract, with the possibility of requesting an appraisal once every three years.
- The restrictions on tenant eviction were limited to specific and virtually impossible-to-verify scenarios, effectively rendering these contracts perpetual.
- Landlords were obligated to rent out vacant residential properties for a fee.

Then came the subsequent amendments to consolidate this reality, especially with regard to keeping the rent at low levels, as Legislative Decree No. (24) was issued on January 25, 1965, imposing a reduction in the rent by 25% for homes and shops, while maintaining the possibility of requesting an appraisal.

With the issuance of Legislative Decree No. (187) dated September 7, 1970, rents for residential properties and properties designated for public use were reduced by between 25% and 30% of the previous rents, while prohibiting landlords from claiming unfair advantage. This decree remained in effect for thirty years, and the extent of the rent reduction during this period can be imagined given the currency devaluation.

This unbalanced reduction led to the issuance of Legislative Decree No. (13) dated February 4, 1971, which stipulated that the reduction of the rent allowance determined by the previous decree should not result in an allowance less than the allowance calculated according to the percentages specified in Legislative Decree No. (111) of 1952. However, this amendment was not sufficient to address the structural imbalance created by the successive legislations.

During this period, which was governed by the laws of automatic extension of lease contracts and lasted for nearly five decades, only one text was issued that deviated from this trend and returned to the general rules (the contract is the law of the contracting parties), namely Legislative Decree No. (3) of 1987, which authorized the conclusion of lease contracts for residences designated for summering, tourism or recreation for a specific period not exceeding six months, wherever these residences are located, and whether the tenant is Syrian or of another nationality.

Although the text appears to be directed towards tourist sites, in practice it provided real protection for lease contracts concluded after its issuance from the risk of automatic extension, especially since it stipulated that these residences would be included wherever they were located, which is what the courts adopted in their interpretations.

B. The stage of laws that attempted to address the effects of extending the mandate:

It can be said that after the year 2000, the Syrian legislator showed a clear tendency to return to the general rules governing the lease contract (the contract is the law of the contracting parties), through the issuance of a number of laws that explicitly decided that new lease contracts would be subject to the will of the contracting parties. However, this approach was applied only from the date these laws came into effect and did not extend to lease contracts concluded under Legislative Decree No. (111) of 1952, as the legislator left them subject to automatic renewal, while establishing mechanisms allowing a landlord wishing to terminate the lease to pay the tenant a percentage of the property's value. The most important of these laws are as follows:

1- Law No. 6 of 2001

This law restored two types of real estate – residential properties and those leased to public entities – to the general rules and freedom of contract for contracts to be concluded from the date of its entry into force, but it kept properties leased under the old law, and commercial properties in particular, subject to the provisions of automatic extension. It also provided a definitive solution for residential rental properties and repealed most of the previous exceptional laws. **Its most prominent points included:**

- The rental of residential properties, or properties leased by public entities, educational institutions, or schools, shall be subject to the agreement of the contracting parties, effective from the date of this law's enactment.
- Properties leased under Legislative Decree No. (111) of 1952 and its amendments, as well as properties leased after the enactment of this law for commercial, industrial, craft, or legally regulated professional or scientific purposes, shall remain subject to automatic renewal and rent determination.
- Addressing the long-standing imbalance in rent allowances created by Legislative Decree No. (187) of 1970, the law stipulated a fivefold increase, provided that the rent was not less than the current rate, and that neither party could claim unfairness until five years after the law's enactment.
- The law also established a mechanism for terminating lease agreements. It granted landlords of residential properties—excluding those owned by or leased to public entities—the right to terminate the lease and reclaim the property, in exchange for compensating the tenant by paying 40% of the value of the rented building in its current, vacant condition, three years after the law's enactment.
- **The repeal of several previous exceptional laws, namely:** Law No. 464 of 1949, Legislative Decree No. (111) of 1952 and its amendments, and Legislative Decree No. (3) of 1987.
- The application of the provisions of the Civil Code and the Code of Civil Procedure to all matters not specifically addressed therein.

2- Law No. 10 of 2006

This law was issued in three articles. The first article amends Article 1 of Law No. 6 of 2001. The second article stipulates that this amendment does not apply to properties rented before its enactment. The third article is dedicated to publication in the Official Gazette. The most important points of the amendment contained in the first article can be summarized as follows:

- For the first time, the rental of properties intended for commercial, industrial, craft, or professional activities, or for legally regulated scientific work, is subject to the will of the contracting parties for contracts concluded after the enactment of this law.

- Similar to the previous law, properties rented under the provisions of Legislative Decree No. (111) of 1952 and its amendments remain subject to automatic renewal and rent determination.
- Rent may be collected for an indefinite period for properties rented after its enactment, with the exception of residential properties or those rented before its enactment. For the latter, the rule prohibiting the collection of rent in advance for a period exceeding three months remains in place.

3- Law No. 32 of 2011

This law is another amendment to Law No. 6 of 2001, as it added two paragraphs to Article 2. The first paragraph allowed the owner of a property leased to public entities and subject to automatic renewal to request termination of the lease agreement upon payment of 40% of the property's value after three years from the law's enactment. The second paragraph excluded educational institutions and schools from this right, leaving their lease contracts subject to automatic renewal. However, pursuant to Law No. 13 of 2014, the implementation of this law was postponed for three years, starting from January 1, 2015.

4- Law No. 20 of 2015

This law is the most closely related to the issue of commercial leases, as it provided a practical formula for terminating the lease relationship in properties subject to automatic extension. Its most prominent provisions can be summarized as follows:

- It stipulated that the rental of all properties (whether residential, commercial, leased to public entities, or to educational institutions and schools) would be subject to the agreement of the contracting parties, effective from the date of its entry into force.
- It maintained that properties rented under the provisions of Legislative Decree No. 111 of 1952 and its amendments would remain subject to automatic renewal and rent determination.
- It permitted the collection of rent for an indefinite period for properties rented after its entry into force, with the exception of properties subject to automatic renewal, for which advance rent for a period exceeding three months would still not be permitted.
- With regard to a property rented for commercial, industrial, or pharmaceutical purposes, or for a liberal, intellectual, or legally regulated scientific profession, or for a craft, if the tenant or his heirs wish to sell it or assign it entirely to a third party, the tenant must, before concluding the agreement with the third party, inform the owner of the offered price. The owner has the option between two things: either to receive 10% of the offered price in exchange for his approval of the sale, or to exercise the right of pre-emption by depositing the price less 10% of it within thirty days from the date of notification. Otherwise, the tenant may complete the sale to the third party.

- Granting owners of properties leased to public entities, starting from January 1, 2018, the right to request termination of the lease relationship and reclaim the property subject to automatic extension, in exchange for paying compensation equivalent to 40% of the property's value.

In summary, the legislator's intervention over decades to regulate the relationship between the landlord and the tenant through exceptional provisions that deviated from the general rules and freedom of contract, and restricted the will of the contracting parties in determining the lease term and the amount of rent, and statutory extended lease contracts in favor of the tenants with a reduction in rent allowances, has placed tenants in a legal and economic position closer to that of the landlords, and has negatively affected the landlord's right to his property, the construction movement, and the real estate market in general, to the point that some have considered it one of the factors that fueled the feeling of injustice before the revolution.

If the legislature were to intervene today with a provision mandating the eviction of all rented properties—except for shops—based on statutory lease extension laws, and their return to their owners, such intervention would be consistent with legal considerations. The state would then have to assess the economic, social, and political repercussions, perhaps by setting a grace period for eviction during which rents would be raised to the actual market rate. The reason for exempting shops from this procedure will be explained in the second part of this analysis.

IV. THE PRIVACY OF SHOPS IN SYRIAN LAW

We do not believe that it is permissible to include the rented property on which a shop is built in the same category as other rented properties subject to automatic extension, due to the legal and economic specificity of the shop in commercial law, due to the special provisions that have been approved for it in rental laws, and due to the nature of the relationship that has practically arisen between the owner and the tenant under these laws, as follows:

A. The store in commercial law

One of the most important outcomes of modern legal jurisprudence regarding the status of shops, whether traditional or electronic, is its recognition of the existence of two distinct entities: the first is the building or physical space on which the shop is located, which is conventionally referred to as the «stone» shop, and the second is the shop itself with its material and moral elements, including the right to rent. When a store owner succeeds in building a strong brand reputation and attracting a broad customer base, the store's economic value as a business enterprise is transferred to it, potentially exceeding the value of the rented premises it occupies many times over. The legislator's aim in regulating store regulations is to meet the requirements of a stable and trustworthy commercial enterprise, enabling the store to fulfill its function as a vehicle for commercial activity and the lifeblood of the economy. The question then arises: Has the Syrian legislator achieved this objective?

In reality, the provisions relating to shops in the old Commercial Code No. 149 of 1949 were not the product of a natural evolution of the commercial landscape in Syria, nor the result of Syrian legal scholarship on the subject. Rather, they were influenced by the Lebanese Commercial Code of 1942, which itself drew its provisions from French legislation. The Syrian law at that time was limited to Articles 42 and 43. The former enumerated the tangible and intangible elements of a shop, while the latter addressed the investor's rights to these elements, without this having any significant legislative or judicial impact on the reality of shops.

In 2007, Commercial Law No. 33 was issued, which repealed the previous law, and devoted more than sixty consecutive articles (43-103) to regulating the provisions of the store. Article 43 defined the store as «a set of tangible and intangible elements aimed at practicing a commercial profession,» and then listed its elements by way of example and not limitation, mentioning the trade name, the trade address, the logo, the right to contact customers, the right to lease stipulated in the special lease laws and their amendments, industrial equipment and tools, furniture, patents, licenses, fees, and models. Article 56 and subsequent articles stipulate the creation of a register for shops, the data that must be recorded therein, the transactions and contracts that may be made to the shop, and in general everything that is of interest to third parties.

Therefore, the legislator considered the store register as a basis for proving store ownership and as conclusive evidence against third parties, rather than merely a means of publicizing the business. In terms of its function of transparency and trustworthiness, it can be likened to the land registry for real estate. It is a register designed to enable third parties to access information about the store's status, allowing creditors, debtors, and other clients to rely on it to secure their rights. However, the delay in issuing the executive instructions for the store and the store register until 2022, more than fifteen years after the issuance of the law, under Decision No. 2210 issued by the Minister of Internal Trade and Consumer Protection, led to the disruption of the practical implementation of the store provisions for a long period, and contributed to the failure to establish its concept in the Syrian legal culture, and to the reluctance of the majority of merchants to register their stores, except in cases in which a legal dispute arises about the store, as placing the notation on the store's record becomes a condition for hearing the lawsuit.

This confusion was exacerbated by the prevalence of an unhealthy trend that considers the restrictions of the financial departments as the basis for proving ownership of the store, such that the existence of a tax assessment in the name of the tenant is considered proof of his ownership of the store, and it is sufficient to concede to the finance department and pay the "TCT Rights" tax whenever the store is sold, even though these restrictions are only tax restrictions, and have no relation to proving ownership, and are not originally intended for public viewing.

In general, we can say that the concept of the shop has not taken sufficient root in Syria, neither in terms of legislation nor in practice. Although the legislator included the «right to lease» among the intangible elements of a shop, it did not grant it special protection, but rather left it to the provisions of the specific rental laws and their amendments. This may have been due to the continued validity of the automatic renewal laws when the Commercial Code was issued. Even what has become known in practice as the sale of the store (the TCT Rights) in front of the financial departments, mostly does not exceed the transfer of the lease, which is one of the elements of the store, while neglecting the rest of the elements that give the store its commercial value.

However, the core idea behind the store, and what the merchant can achieve in terms of reputation, brand, and repeat customers, is what practically allows him to sell the store, even if the property owner does not agree, through the reflection of this idea in the rental laws, as will be shown in the following paragraph.

B. Provisions regarding the sale of a shop in rental laws

The establishment of the concept of the shop and its recognition as a legal entity independent of the property it occupies is what allowed for the distinction between the property owner and the shop owner, and the recognition of the merchant's role in creating the shop's commercial value. This, in turn, granted the merchant the right to sell their shop with all its tangible and intangible assets, even for sums exceeding what they initially paid to acquire it, in recognition of their effort in making it successful, and even without the property owner's consent. All rental laws have enshrined this trend, whether those included in the Civil Code or those issued later as exceptional legislation, provided that the shop is sold with all its assets and according to specific conditions, as follows:

1- In Civil Law

Article 560 of the Syrian Civil Law stipulates the tenant's right to assign the lease or to sublet to a third party, wholly or partially, unless otherwise agreed. However, the legislator recognized the unique nature of shops and commercial establishments, and Article 561 stipulates that if necessity dictates that the tenant sell the shop or factory, the court may (notwithstanding the existence of a clause prohibiting assignment or subletting) rule to maintain the lease if the landlord does not suffer demonstrable harm as a result. Thus, the legislator established the priority of the continuity of the commercial enterprise over strict adherence to the prohibition clause, whenever the sale of the shop entails the transfer of the lease rights.

2- In all other exceptional and subsequent rental laws

All rental laws, whether those enshrining statutory lease extensions or those attempting to address their consequences, followed the same approach in listing the circumstances that necessitate the tenant's eviction and enable the landlord to reclaim their property. Among these circumstances was the tenant's subletting of all or part of the leased property to a third party without the landlord's written permission. However, these laws made an exception for properties housing a shop, where the tenant sells the entire property to a third party. In this case, the buyer is considered the tenant's successor with respect to all the terms of the contract, and the lease remains in effect. The landlord, in turn, has the right to request an immediate appraisal of the leased property to raise the rent to the legally permissible limit. When the latest rental law, Law No. 20 of 2015, was issued, it maintained this established privacy for the shop and added clearer regulations for the landlord's rights. It stipulated that if the tenant or their heirs wished to sell the shop or transfer it entirely to a third party, they must notify the landlord of the offered price before reaching an agreement with the buyer. The landlord then had two options: either to receive 10% of the offered price in exchange for approving the sale, or to exercise their right of first refusal by depositing the price less 10% within thirty days of the notification date. Otherwise, the tenant could proceed with the sale to a third party. In this way, the legislator enshrined the tenant's legitimate profit margin, which is essentially «TCT Rights,» while preserving the landlord's right to oversight, participation, or substitution for the buyer.

C. Nature of the relationship between the store owner and tenant

The relationship between the property owner and the shop tenant, within this legal framework, was based on a mutual understanding that a system of automatic lease renewal existed, and that this system allowed the tenant, as the owner of the shop and its contents, to assign the lease to a third party by selling the entire shop. This mutual understanding led the owner to refrain from entering into a lease agreement until a fixed sum, often approaching 90% of the property's market value, had been received—a sum commonly referred to as «TCT Rights.»

The Syrian Network for Human Rights has reviewed and retained copies of numerous contracts that prove this, including one in which a TCT Rights payment in 1976 was equivalent to 76 kilograms of gold today. This is because the owner knows in advance that the court-approved rent assessment will be based on the assumption that the property is already rented, and that the estimated amount will generally not exceed the equivalent of the remaining 10% of the property's value.

Conversely, the tenant pays a «TCT Rights» without, in most cases, receiving a written receipt to prove this payment. This is because, under the laws governing automatic lease renewals that prohibit TCT Rights payments, such a receipt would allow the tenant to claim a refund. However, the tenant's right to a refund is guaranteed once they obtain a lease agreement subject to automatic renewal. Nevertheless, there have been some instances where TCT Rights payments were documented when a high degree of trust existed between the parties, and the network has obtained examples of these cases.

This situation forces landlords to rent out their properties in this manner for several reasons, most notably: some landlords' desire to retain ownership while receiving a price close to the sale price through TCT Rights, continuing to collect rent, however low, and receiving a sum upon each subsequent sale of the shop, known as «al-Radwa,» which, after 2015, became equivalent to 10% of the shop's price; or the desire to evade property sales tax, as the tax authorities do not impose tax on the initial rent issued by the owner, while they impose capital gains tax on subsequent sales made by the shop's investor, which can reach up to 60% of the property's price; or due to legal impediments preventing a sale, such as the shop being part of a jointly owned property or not divisible. On the other hand, tenants resort to this method due to the scarcity of organized markets at the time, where each craft or trade was linked to a specific market, forcing them to accept the landlord's conditions if they wanted to open their shop in that market, and they might even pay a higher price to obtain a shop in a desirable commercial location. Some traders also prefer this method because it allows them to save at least 10% of the property price, if they had bought it, to cover the costs of preparation and merchandise, as long as their right to stay and dispose of the property is preserved under the laws of automatic extension.

V. ISSUES OF JUDICIAL EXTENSION IN THE CONTEXT OF THE SYRIAN NETWORK FOR HUMAN RIGHTS' WORK ON HOUSING, LAND AND PROPERTY RIGHTS (HLP)

The Syrian Network for Human Rights places its examination of the issue of eviction extensions within the broader framework it has been pursuing for years concerning housing, land, and property rights in Syria. This framework focuses particularly on the use of legislation, administrative decisions, or security measures to transfer ownership or usufruct from the original owners to other parties, or to deprive large segments of the Syrian population of their right to own or dispose of property. This section aims to situate the issue of eviction extensions within this broader framework and to clarify its relationship to other forms of real estate violations documented by the Network. This will allow for its subsequent treatment on a consistent basis with other affected real estate issues.

A. General background

This report has shown that the reforms initiated after the fall of the previous regime stemmed from a backlog of real estate issues, lacking a comprehensive national policy for housing, land, and property rights. This resulted in fragmented interventions in highly sensitive matters, including old rent contracts, statutory lease extensions, TCT Rights, and the seizure of certain properties. This context is not unique to the TCT Rights issue; rather, it is a natural extension of a legislative and political environment that, for decades, relied on exceptional or permanent laws to address temporary situations. These laws, in turn, became a source of inequality between landlords and tenants, between those present and those displaced, and between landlords able to defend their rights and those absent.

B. The connection between judicial extensions and other patterns of property violations Previous network reports indicated that:

- Public auctions through which the lands of displaced persons and refugees were exploited;
- The package of laws, decrees, and decisions used before and after 2011 to control real estate and property, including regulatory laws and security clearance requirements, as documented in extensive reports from the governorates of Homs and Daraa;
- Seizure or precautionary seizure used as a tool of collective punishment;

The pattern is the same: the transfer of the benefit or economic right to the property from its natural owner to another party through a legal or administrative instrument, in the absence or forced incapacity of the owner of the right. In the case of auctions, absence was imposed due to displacement or forced disappearance; in the case of detention, absence was a result of arrest or security persecution; but in the case of TCT Rights, the rental relationship itself was set up from the beginning in a distorted manner in favor of the tenant due to the arbitrary extension and low rents, which prompted the parties to invent a customary mechanism, which is TCT Rights, to restore some balance to the relationship.

By this measure it becomes clear that the “forfeit” is not an anomaly or a historical exception, but rather a different expression of the same flaw that the network has observed in its real estate files: disproportionate intervention by the state in the relationship over the property, resulting in one of the parties being deprived of the benefits of the right, and then a subsequent attempt, official or customary, to limit or compensate for this deprivation.

A) Legislative Context Unit

The extension of leases represents the oldest and most glaring example of this flaw. It began as an exceptional measure to address a housing crisis, then transformed into a permanent rule that stripped landlords of their three fundamental rights, restricted them to rents that did not reflect the true value, and limited their ability to terminate the contractual relationship. This same legislative framework later underpinned even more oppressive legislation, such as laws targeting the properties of dissidents or those absent from public life, auctions of their lands, and seizures imposed by administrative or security bodies. This demonstrates that the flaws in the rental and usufruct rules were not isolated from the flaws in the rules of ownership themselves, and that a just resolution to this legacy must begin with a unified vision for the entire real estate system.

B) The concept of «freedom» as a compensatory mechanism arose under the pressure of an unjust law.

The issue of TCT Rights is unique in that it did not arise from a direct state infringement on private property, but rather from an unequal legal framework that led to a biased rental relationship. TCT Rights then emerged as a form of compensation within the relationship itself between the landlord and tenant. This necessitates that the body currently addressing the issue treat TCT Rights as a legal/social reality that has accumulated over decades, and acknowledge that the sums paid under this designation were, in essence, compensation for the restrictions imposed by law on both the landlord and the tenant, and not merely private agreements that can be disregarded without consequence.

This aligns with the conclusions reached by the network regarding the auction and reservation files, which deemed it necessary:

1. The owner or affected party should not be charged a second cost when rectifying the defect.
2. Changes in parties and time must be taken into account (death of owner or tenant, transfer of rights to a specific or general successor, multiple heirs, emigration, etc.), a crucial factor in the case of TCT Rights transfer.
3. Flexible means of proof should be accepted, given the age of the events, the variety of customary contracting methods, and the differences in market practices between cities.

3- Integrating the Farouq into the transitional justice system of the monarchy

The Syrian Network for Human Rights believes that the issue of TCT Rights should not be addressed in isolation or as a normal civil dispute between an owner and a tenant, but rather it should be included in the broader framework that the Network has previously called for to address violations of housing, land and property rights, i.e., through the establishment of an independent national mechanism entrusted with addressing this legislative and administrative legacy. At a minimum, this mechanism undertakes the following tasks:

- A comprehensive inventory and classification of all real estate cases affected by exceptional legislation, decisions, or procedures (judicial extensions, regulatory and urban laws, auctions of the properties of absentees and displaced persons, administrative and security reservations, and TCT Rights) on a single basis that allows for comparison and settlement.
- A clear distinction must be made between violations resulting from the absence or forced exclusion of the rights holder (displaced person, refugee, missing person, detainee) and cases arising from an unbalanced contractual relationship imposed by law.
- The principle of restitution or fair compensation must be upheld, taking into account the financial consideration paid by the tenant upon vacating the property, to prevent the process from becoming a new form of dispossession or imposing a second cost on either party to rectify an error originating from the state.
- Adopting a scale of priorities that places the most vulnerable groups, especially the forcibly displaced and those whose property has been confiscated for political or security reasons, at the top of the list for treatment, while taking into account the social and economic considerations of old shops and historical markets.

Integrating the furq within this comprehensive national framework would prevent the current treatment from becoming a tool for revenge or settling individual scores, and would prevent a repetition of the approach taken by the previous regime when it linked the enjoyment of property rights to political loyalty or one's stance towards authority.

4. Proposed procedural standards

For practical application purposes, a set of practical criteria can be adopted to link the file of the title deed with all other files of housing, land and property rights documented by the network, as follows:

- **Source Criterion:** The source of the problem is investigated first; is it an exceptional law or an administrative/security decision? TCT rights payments fall under the first category.
- **Compensation Criterion:** If the owner has received financial compensation (TCT rights payments) as a result of the legislative flaw, this is taken into account during the settlement process, and they are not compensated twice.
- **Absence or Incapacity Criterion:** Priority is given to cases where the right holder was unable to defend their rights due to displacement, arrest, enforced disappearance, or loss of documents.
- **Change of Parties Criterion:** Cases where the parties to the relationship have changed, or where the right has passed to heirs or successors, are referred to a flexible judicial or quasi-judicial process, rather than being settled by general administrative decisions that could create a new injustice.

VI. LEGAL CONCLUSIONS AND RECOMMENDATIONS

A. Legal conclusions:

First, it becomes clear that the root of the problem lies in the system of exceptional leases, particularly the automatic extension system, which initially arose as a temporary measure to address the housing crisis but gradually transformed into a permanent rule. This system restricted freedom of contract, kept rents at low levels, and weakened the landlord's legal position to the point of depriving them of their three fundamental rights. This structural flaw is what drove the parties to devise the practice of «TCT Rights» as an unstated compensatory mechanism, but which was a direct response to a legislative deficiency, not a deliberate circumvention of the law. Since the state's disproportionate intervention in real rights is what generated this course of action, the state bears the primary responsibility for addressing it in a way that preserves the legal positions that have been established under its legislation.

Secondly, practical experience shows that «TCT Rights» has transformed into an acquired financial right with independent economic value, transferred through assignment, sale, and inheritance. Those who established it based their rights on existing laws that granted them «legitimate confidence» in the continuity of the lease relationship and that the payments made were neither invalid nor without consideration. Therefore, any sudden legislative or administrative annulment of the effects of TCT Rights, without providing fair and proportionate compensation, undermines this confidence and violates the principle of non-retroactivity of laws with respect to situations that acquired financial effects under a previous legal system. This principle is of paramount importance in transitional environments to ensure stability and protect transactions.

Third: A sound approach is based on the principle of proportionality, meaning a balance between restoring the landlord's rights to use, exploit, and dispose of the property, and avoiding undue harm to the tenant who paid high rent or based their investment on the assumption of perpetual tenancy. This necessitates a gradual approach that differentiates cases according to the date the relationship was established, the amount of rent paid, market conditions, and the previous lease term, while also allowing for flexible means of proof given the prevalence of undocumented transactions. Rigid, uniform solutions that extinguish rights or deregulate rents all at once create new injustices and disrupt commercial markets, as the report warned.

Fourth: The issue of TCT Rights falls within the broader framework of housing, land, and property rights, in which the Syrian Network for Human Rights has demonstrated that legislation, administration, and security forces have been used for decades to transfer usufruct or ownership from their rightful owners to other parties. Therefore, the applicable standard here is the same as in other real estate cases: restitution whenever possible, or fair and proportionate compensation when restitution in kind is not feasible, with a complete prohibition on imposing additional costs on individuals, whether owners or tenants, to rectify an error originating from the state. This necessitates integrating the TCT Rights issue into a national mechanism or an independent body for the restitution of housing and property, tasked with assessing cases, standardizing criteria, and avoiding hasty, sector-specific solutions.

Fifth: Ministerial Decision 856, issued on June 12, 2025, establishing a committee to review the legislative instruments governing lease contracts, is a step in the right direction, but it is insufficient unless it is linked to the principles of the rule of law during the transitional phase, particularly the independence of the judiciary, transparency, public participation of stakeholders (landlords, tenants, chambers of commerce, municipalities), publication of draft amendments before their adoption, and enabling those affected to pursue appeals or grievances. Without these guarantees, any amendments could become a tool for transferring benefits in the opposite direction, contradicting the stated goal of «achieving fairness among the parties to the rental relationship.»

Sixth: In accordance with international standards for the restitution of housing and property to internally displaced persons (the Pinheiro Principles 2005), which do not require victims to have an ideal legal status to benefit from restitution or compensation, the existence of informal, customary practices does not negate the right to protection. Rather, it requires the legislator to treat it as a de facto consequence of an unbalanced policy and to grant it legal standing in the settlement process, not to abolish it on the grounds that it is not codified. Only through this approach can we move from a formalistic approach to a rights-based approach rooted in the principle of redress and non-repetition of the violation.

B. Recommendations:

In light of the report's analysis of the exceptional legislative framework, the nature of the emergence of "failure" as a compensatory mechanism, and the resulting complexity of legal positions and multiplicity of successors and parties over time, the Syrian Network for Human Rights proposes a comprehensive set of recommendations addressed to various stakeholders, as follows:

1. Recommendations to the Legislative Council

- Enact a special law to address the effects of leases with automatic renewal and commercial properties subject to TCT Rights payments. This law should be issued as a «transitional law» with a specific purpose and timeframe, and should be explicitly linked to the principles of transitional justice in the areas of housing, land, and property.
- The law should stipulate two governing principles: (a) recognition of amounts paid under the guise of TCT Rights as genuine economic consideration, and (b) prohibit imposing additional costs on parties to rectify an error arising from the previous law.
- Adopt an individualized approach to each case, rather than relying on a general legislative solution that retroactively extinguishes rights. Grant the judge or competent authority broad discretion in assessing compensation, determining the means of proof, and establishing a phased implementation process.

2. Recommendations to the Ministry of Justice and the committee tasked with reviewing lease contracts

- Expand representation within the committee to include representatives of chambers of commerce, landlords, tenants or their heirs, and housing, land, and property experts. Minutes of meetings and summaries of deliberations should be published periodically to ensure transparency.
- Draft a unified procedural system for resolving TCT Rights disputes. This system should include: accepting unwritten evidence (testimonies from merchants in the market, old local council records, and tax evidence), considering prevailing market customs at the time of contracting, and prioritizing disputed cases or those involving absent or displaced parties.
- Link the committee's work to the establishment of a «National Register of Old Leases and TCT Rights,» which will include contracts, party names, and successive assignments, creating a preliminary database before any amendments are made.
- Issue a clear circular to judicial departments instructing them not to act immediately on news or rumors related to «abolishing TCT Rights,» to prevent the creation of artificial disputes.

3. Recommendations to the judiciary (civil courts and rental departments)

- Adopting a broad legal interpretation of the principle of «protecting legitimate trust» when considering lawsuits, and recognizing that the continuation of the lease agreement over several decades, with the shop being traded, constitutes evidence of an economic benefit that cannot be forfeited all at once.
- Applying the principle of proportionality when assessing compensation or eviction pay, taking into account the year of the contract, the amount of known or anticipated TCT Rights, the shop's location, and the actual duration of occupancy.
- Directing judicial expert assessments to rely on the commercial custom of the relevant market (the old markets of Aleppo, the Al-Hamidiyah market, the modern markets of Hama and Homs, etc.) rather than abstract general prices, because custom was an actual source of the right.

4. Recommendations to administrative units, municipalities, and ministries of economy and internal trade

- Harmonize tax records with the store and property registry, ensuring that tax data is no longer the sole or primary source of proof of economic ownership of the store.
- Refrain from imposing or increasing fees and taxes on current transfer transactions until the final legislative framework is issued, to avoid inflating settlement costs for the parties involved.
- Document prevailing customs in historical markets and submit them to the Ministry of Justice as «market evidence» that can be used to resolve disputes related to TCT Rights transfers.

5. Recommendations to Chambers of Commerce and Industry and Professional Associations

- Establishing specialized reconciliation committees for TCT Rights transactions, operating through pre-litigation mediation and based on agreed-upon price schedules for each market, taking into account its specific characteristics and historical context.
- Providing the relevant government committee with historical data on shop transactions and estimated TCT Rights prices over previous decades, which will help establish a realistic price evolution curve that can be used as a basis for judicial and administrative proceedings.

6. Recommendations to owners

- Refrain from taking unilateral eviction measures or hastily resorting to the courts based on rumors of TCT Rights being canceled, and await the issuance of the final legal framework or the relevant ministerial circulars.
- Preserve all available old evidence (receipts, correspondence, witnesses, market evidence) that proves whether or not they received TCT Rights, as the amount of compensation or offsetting will depend directly on this.
- Prefer a gradual approach to settlement (increasing the rent, agreeing on reasonable compensation, changing the occupancy status) over a confrontational approach that could weaken their legal position, prolong the dispute, and increase its cost.

7. Recommendations to tenants/heirs/subsequent investors

- Document any payments made or to be made from the date of this report onward, even through simple means such as witnesses, a written acknowledgment from the owner, or a bank transfer, for later submission to the committee or the courts.
- Register the store in the commercial register or the register of stores whenever possible, to establish the store's legal existence and the «right of tenancy» as part of the store's economic value.

8. Recommendations to the government

- Establish an independent National Authority for the Return of Housing and Property and the Resolution of Real Estate Disputes. This authority will consolidate files related to old leases, TCT Rights, auctions of displaced persons' properties, and administrative seizures, and will review them under a single legal framework to prevent conflicting sectoral approaches.
- Link this authority to a national Land and Property Information System that integrates maps, property records, market data, and the outcomes of the ministerial committee's work, thus providing a central database for decision-making.
- Integrate relevant international standards, particularly the Pinheiro Principles (2005) and the UN Principles on Records Management and Detention, into the authority's operating procedures to ensure consistency with Syria's international obligations in the post-conflict phase.

9. Recommendations to international organizations and UN partners

- Supporting the government and national bodies in developing a national database on old rent contracts and TCT Rights, and funding field surveys, given that the lack of data is one of the reasons for resorting to hasty and unbalanced legislative solutions.
- Issuing joint policy papers that clarify the legal and social impact of any abrupt cancellation of TCT Rights and propose gradual alternatives, so that slogans of «restoring the landlord’s rights» are not used to justify new violations at the expense of tenants or their heirs.
- Including the issue of TCT Rights systematically in periodic reports on housing, land, and property rights, to ensure it remains on the agenda of donors and UN agencies, and is not left to narrow internal solutions that may not adhere to human rights standards.

Appreciation and Acknowledgment

The Syrian Network for Human Rights extends its deepest gratitude to the shop owners and heirs who generously provided their testimonies, opened their records, and meticulously explained the circumstances surrounding their contracts over the past decades. Their participation helped reveal the differences in market practices across various governorates, clarified the reasons behind parties resorting to «TCT Rights» as a necessary compensatory mechanism, and enabled the report team to understand the practical complexities that are not solely reflected in legal texts. The Network affirms that this report would not have achieved its level of realism and depth without this cooperation, and that these testimonies will remain an important reference in any future national efforts to address housing, land, and property rights.



SYRIAN NETWORK FOR HUMAN RIGHTS

With the
participation of



This report was produced as part of a project implemented with the support of the Crisis and Support Centre (CDCS) of the French Ministry for Europe and Foreign Affairs.



info@snhr.org
www.snhr.org