



RENT AGREEMENT

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Abstract:

This article provides information on the legal concept, content, significance, and practical application of the annuity contract. The types of annuity contracts, namely fixed annuity and lifetime annuity, are revealed in civil law relations. The grounds for concluding and terminating the contract are indicated.

Keywords: Annuity contract, annuity recipient, annuity payer, fixed annuity, lifetime annuity, significance in civil legal relations, annuity contract and its features in the Republic of Uzbekistan.

Introduction

Currently, numerous benefits have been established for participants in civil legal relations at the international level. Contracts are the foundation of these civil legal relations. A contract is an agreement between two or more individuals regarding the exercise, modification, or termination of their civil rights and obligations. Furthermore, in the Republic of Uzbekistan, several types of contracts have been implemented to create comprehensive convenience for individuals participating in civil legal relations. The Civil Code specifies several types of these contracts, such as sale and purchase, exchange, gift, lease, and annuity. Among the above-mentioned contracts, we will provide a broader explanation of the annuity contract. We will



provide information on the concept, content, participants, and types of a rental agreement.

In the Republic of Uzbekistan, the annuity contract, like barter, sale and purchase, and gift contracts, belongs to the category of alienating contracts. Regarding the meaning of the word "rent," it refers to funds paid to an individual or organization on a permanent or temporary basis in the form of income or security, or periodic (monthly or annually) monetary or material security received by an individual in exchange for the property or right they have transferred. The legal essence of an annuity contract is one of the civil law contracts, according to which one party (the annuity recipient) transfers property for use to the other party (the annuity payer), and the annuity payer undertakes to pay an annuity to the annuity recipient in the form of a certain monetary sum in exchange for the received property, or to provide funds in another form for its maintenance[1]. That is, the recipient of the annuity may use the motor and immovable property belonging to them as the object of the annuity contract. However, real estate and immovable property must be notarized. Because if a claim is filed regarding notarized movable property, the parties will be restricted from using witnesses to prove that this movable property is the object of the rental agreement. Therefore, it is stipulated that the annuity contract is concluded only in writing. The annuity payer must provide the annuity recipient with a monetary amount or perform a service in kind at a specified time or monthly. Provision in kind primarily involves assisting them with household chores, providing them with medicines, and providing them with clothing.

Among the legal characteristics of contracts, the most important is the term. Regarding the term, the annuity contract is considered indefinite or valid for the period of the annuity recipient's life. The period of the annuitant's life can be determined by the condition of lifelong support, with the annuitant under their care. An annuity payment agreement can be made available by the annuity recipient to the annuity payer for a fee or free of charge.

Immovable property transferred to the payer must be transferred to the payer's name. In this case, the payer of the annuity serves as the basis for paying the established amount of money. The annuity recipient, however, can exercise the right to mortgage or insure the property. Because if the annuity payer fails to fulfill the stipulated amount of money or the agreed-upon service in kind, the annuity recipient is obligated



to file a lawsuit against the mortgaged property and compensate for the damages caused by that property.

Participants in this agreement are primarily any citizens and non-profit organizations. The very existence of citizens as renters is a great opportunity. That is, elderly people, those who have lost their breadwinner, those with health problems, and individuals with disabilities can benefit more from this agreement. As for non-profit organizations, they can participate without restrictions. Only if the charter of these organizations does not provide for restrictions on engaging in this activity can they participate.

The legal aspects of the annuity contract are defined as paid, gratuitous, bilateral, and consensual. The essence of what is called compensation is that the recipient of the rent transfers the property to the payer of the rent for a certain amount of money. The reason it's designated as free is the use of non-monetary in-kind services. Since the parties participated as both the annuity recipient and the annuity payer, this contract is defined as bilateral. Consensual consistency is defined as the mutual consent of the parties, a contract agreed upon voluntarily, without coercion.

In practice, two types of rental agreements are indicated. There are two types: fixed rent and lifetime rent. With a fixed rent, the number of rent recipients is unlimited. Mainly citizens and non-profit organizations can participate. That is, the recipient of the annuity may add several individuals to the list of recipients of the annuity at the time of concluding the contract. In the event of the death of a first-degree annuity recipient, their heir may take their place as the annuity recipient and receive regular payments from the annuity recipient. With the death of these annuity recipients, the property becomes fully owned by the annuity payer. If non-commercial organizations are permitted to engage in this type of activity in their charter, there are no restrictions on them. A fixed annuity has no fixed term, meaning its receipt can be transferred to another person or a non-profit organization. The rental agreement stipulates that the property can be purchased by the payer. They are manifested in the following cases:[3]

- a) delay in payment by the payer of the regular annuity. If no other period is specified in the fixed annuity contract, it may be postponed for a period exceeding one year.
- b) the payer of the annuity violates their obligation to ensure the payment of the annuity;
- c) the payer of the annuity is declared insolvent. The declaration of insolvency is determined by the court.



d) division of the real estate transferred with the condition of payment of rent by a common owner or among several persons. Since this contract is often concluded for a fee, the payer of the annuity is primarily responsible for the sudden destruction, damage, or deterioration of the property. That is, the payer of any loss will restore the property to its original condition with their own guarantee.

A lifetime annuity contract differs from a fixed annuity contract. Only citizens participate in a lifetime annuity contract; in a permanent one, they could participate in non-profit organizations. Because the content of this contract is determined by the life of the annuity recipient, only citizens are permitted to participate. Several citizens can also participate as rent recipients. If the first recipient of the annuity dies during the participation of several citizens, it is determined by the life of the subsequent recipient. In addition, rent recipients may include third parties, and if they change the procedure and monetary amounts of rent, the consent of third parties is required. If the rent amount is not specified in the annuity contract, it is recognized as invalid and must not be less than the minimum wage. The annuity contract may be terminated at the request of the annuity recipient.

1. The annuity recipient may demand the repurchase of the property from the annuity payer.
2. The annuity recipient may terminate the contract and demand compensation for damages without requiring the annuity payer to make a purchase.

Just as a rental agreement is concluded, there are also cases where it becomes void. To list these cases:

- Expiration of the contract term;
- With the death of a person participating as a renter;
- If the rent payer loses or causes gross damage to the rent object;
- In case of untimely fulfillment or gross violation of the obligations assigned to the payer of the annuity;
- A rental agreement may be terminated based on a court decision.

From an international perspective, we can see that the essence and content of the annuity contract in other countries are almost identical to the Republic of Uzbekistan. For example, we can cite the rental agreement of the Russian Federation. It is mentioned in Articles 583-605 of Chapter 33 of the Russian Civil Code[4]. That is, the legal definitions and content of the annuity contract are similar in the Civil Code.



Only in the Civil Code of a foreign country can one see that the rent agreement provides broader concepts and broader opportunities. of this country

Since the legal specificity of the annuity contract, there are three types of annuity contracts in practice. These are:

1. A simple annuity contract must periodically pay a specified amount of money to the person transferring the property.
2. A lifetime annuity contract stipulates that the annuity payer must pay a fixed amount of money during their lifetime.
3. A lifetime annuity contract stipulates that the annuity payer is obligated not only to provide the annuity recipient with money but also to care for them, provide for them, provide them with medicines, and provide them with clothing.

Furthermore, the object of the annuity contract must be only real estate, which must be notarized and registered by the state. The annuity contract is drawn up in writing, and non-compliance with this form leads to its invalidity. Another important aspect is that the annuity contract is not inherited. This means that the recipient of the annuity must be only one person. It can be seen that the rental agreement of the Russian Federation is almost identical to the rental agreement of the Republic of Uzbekistan, and there is no significant difference in its practical application.

In conclusion, the significance of the annuity contract lies in the fact that it is a unique form of civil legal relations, creating conveniences for citizens. A contract based on the payment of funds and ownership of property for a specified period is considered a contract where one party, the recipient of the rent, is the payer of the rent. That is, conveniences have been created for those in need of social protection and citizens without stable support. Contracts of this type have been developed, taking into account each segment of society. In the Republic of Uzbekistan, there is a broader application of the rental agreement, i.e., the legal framework for rental agreements in foreign countries. We would propose a broader review of the laws on the fundamentals and practical application of the law and the introduction of rules and norms suitable for our society, as well as the expansion of payment methods and the further expansion of notarization.



References

- [1] https://uz.wikipedia.org/wiki/Rental_contract
- [2] Civil Code of the Republic of Uzbekistan T: "Yuridik adabiyotlar publish" 2022 - 608 pages
- [3] B.Topildiyev, N.Imomov, Z.Babaxulov. Special Part of Civil Law of the Republic of Uzbekistan. TSUL, 2012. p. 484.
- [4] Civil Code of the Russian Federation (GK RF) <https://base.garant.ru/10164072>