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Before Signing a Commercial Lease in Thailand: Seven Checks and the Three-Year Trap

A commercial lease running for more than three years is enforceable for only three years unless it is made in writing and registered with the competent official. This article walks a business tenant through the provisions that matter most: registration, verifying that the signatory owns the premises, what happens when the landlord sells or dies, why renewal options are often unenforceable, how fit-out spend can be lost, and the longer-term alternatives of superficies and usufruct.



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The e-book edition of the article at <https://dap-resolution.com/en/insights/commercial-lease/>

A commercial lease stating its term as “ten years” is, under Thai law, enforceable for only three years if it was never made in writing and registered with the competent official. The remaining seven years simply fall away.

A tenant who understands this before signing can fix it within days: obtain the title deed, confirm the signatory's authority, and agree a date to register. A tenant who does not usually learns of it when the property is sold, or when renewal is declined, at which point the fit-out spend becomes unrecoverable.

This article sets out what to check before signing, what the Code actually says, how a lease differs from a sublease, why a renewal clause is often unenforceable, and what alternatives exist when the business needs the premises for longer.

Chapter 1

What a Lease Actually Is: the Rights It Gives, and the Rights It Does Not

The defining provision is short, but three elements in it govern everything that follows: use or benefit of the property, a limited period of time, and rent.¹

¹ **Civil and Commercial Code, Section 537** provides:

A hire of property is a contract whereby a person, called the letter, agrees to let another person, called the hirer, have the use or benefit of a property for a limited period of time, and the hirer agrees to pay rent therefor.

The Code gives use and benefit only, not ownership, and not a right attaching to the property itself. A tenant's right is in principle a personal right enforceable against the counterparty, not a real right enforceable against the world. That distinction is the root of nearly every problem below.

Chapter 2

The Most Important Trap: a Lease Over Three Years Must Be Registered

The provision sets two thresholds. First, a lease of immovable property must be evidenced in writing signed by the party liable, failing which it cannot be enforced at all. Second, where the term exceeds three years, it must be in writing and registered with the competent official.²

The consequence does not turn on the parties' intentions. An unregistered ten-year lease is not void in its entirety, but the portion beyond three years cannot be enforced, and once three years have run the landlord may treat the enforceable term as complete.

Registration fees are modest relative to the value secured. The drafting point is to state in the lease the date the parties will attend to register, who bears the fee, and what follows if the

² **Civil and Commercial Code, Section 538** provides:

A hire of immovable property is not enforceable by action unless there be some written evidence signed by the party liable. If the hire is for a period of more than three years, or for the life of the letter or the hirer, it is enforceable by action for only three years unless it is made in writing and registered with the competent official.

landlord fails to attend. A few lines convert a three-year arrangement into one matching what was agreed.

Chapter 3

The Thirty-Year Ceiling and Renewal on Expiry

Thai law caps a lease of immovable property at thirty years. Foreign investors accustomed to ninety-nine-year leases elsewhere generally have to restructure here.³

The closing words matter. Renewal is permitted on expiry, and providing on day one for thirty years plus an automatic further thirty does not give the second period the character of a real right.

Chapter 4

Personal Rights Against Real Rights, and Why It Costs Tenants Money

The question is whether the right attaches to a person or to the land. If to a person, that person's death or a sale unsettles it at once. If to the land and registered, whoever becomes owner takes subject to it.

³ **Civil and Commercial Code, Section 540** provides:

Immovable property may not be let for a period exceeding thirty years. If a longer period is stipulated, it shall be reduced to thirty years.

Such period may be renewed on expiry, but it must not exceed thirty years from the date of renewal.

Issue	Lease	Superficies or Usufruct
Nature	Personal right, binding the parties	Real right, attaching to the property
Maximum term	Thirty years	Thirty years, or the holder's life
Transfer and inheritance	Not transferable without consent, and does not pass to heirs	Superficies is transferable and inheritable unless otherwise stipulated
On a sale	Binds a transferee only where evidenced in writing or registered	Binds a transferee once registered
Typical use	Medium-term premises, moderate fit-out	Building on, or investing heavily in, another's land

A tenant that removes walls, rewires, or installs a kitchen or clean room spends heavily on things it cannot take away. If the underlying right is an unregistered personal right, that spend rests on trust rather than on law.

Chapter 5

Alternatives for a Long Horizon: Superficies and Usufruct

Where a business needs the site for a long period and intends to build, a lease may not be the right instrument. The first alternative is superficies, which lets its holder own buildings on

land belonging to another.⁴⁵

Civil and Commercial Code, Section 1411 marks a clear departure from a lease: superficies is transferable and inheritable unless the parties stipulate otherwise, whereas a lease is treated in the case law as personal and not inheritable. For succession planning that difference carries real weight.

The second is usufruct, giving its holder possession, use and enjoyment of immovable property together with powers of management. It suits an objective of drawing the fruits of the property rather than owning structures.⁶

Note

The final paragraph of Civil and Commercial Code, Section 1418 provides that a usufruct always ends on the death of the usufructuary, whatever term was fixed. Where the holder is a natural person, the durability of the structure is tied to one individual's life.

⁴ **Civil and Commercial Code, Section 1410** provides:

The owner of land may create a right of superficies in favour of another person by giving him the right to own, upon or under the land, buildings, structures or plantations.

⁵ **Civil and Commercial Code, Section 1411** provides:

Unless otherwise provided in the juristic act creating it, the right of superficies is transferable and transmissible by inheritance.

⁶ **Civil and Commercial Code, Section 1417** provides:

An immovable property may be subjected to a usufruct by virtue of which the usufructuary is entitled to the possession, use and enjoyment of the property.

He has the right of management of the property.

The usufructuary of a forest, mine or quarry is entitled to exploit the forest, mine or quarry.

Chapter 6

Does the Signatory Actually Own the Premises

This sounds elementary yet is the point most often missed, because the person negotiating is frequently the building manager. Obtain a copy of the title deed or unit title and read the registration record on the reverse, which discloses mortgages, other registered leases and encumbrances.

As a matter of law a lessor need not own the property let. In Supreme Court Judgment No. 8041/2540⁷ the Court held that a lessor need not hold ownership, and that a person having the right to let the property may be the lessor. Supreme Court Judgment No. 410/2515⁸ states the same principle.

That holding should not be misread. It preserves the validity of the contract and assists the lessor in enforcing it; it does not make the tenant safer, because registration requires the cooperation of the registered owner. If the signatory neither owns nor can procure registration, a long lease cannot be registered at all.

⁷. Supreme Court Judgment No. 8041/2540

⁸. Supreme Court Judgment No. 410/2515

Note

Where the landlord is a company, obtain an affidavit issued within the previous six months, compare the signatory against the authorised directors, and check the signing and seal requirements. If an attorney signs, retain the original power of attorney.

Chapter 7

If the Owner Sells During the Term: Who Civil and Commercial Code, Section 569 Protects

Many assume a sale ends the lease. The opposite is true: a transfer of ownership does not extinguish a lease of immovable property. This provision protects tenants, and regularly surprises buyers.⁹

The protection is conditional. In Supreme Court Judgment No. 70/2522¹⁰ the Court held that Civil and Commercial Code, Section 569 applies only to leases evidenced in writing, or made in writing and registered under Section 538. There the tenant had rented without written evidence, so an agreement to let for life did not bind the purchaser.

⁹. **Civil and Commercial Code, Section 569** provides:

A contract of hire of immovable property is not extinguished by the transfer of ownership of the property hired. The transferee takes over the rights and duties of the transferor towards the hirer.

¹⁰. Supreme Court Judgment No. 70/2522

Conversely, Supreme Court Judgment No. 3249/2531¹¹ shows the force of registration. A registered ten-year land lease for a fuel business, with a future commencement date, bound each successive transferee to let the property, even one that acquired the land before the lease commenced.

The lesson is that the protection in Civil and Commercial Code, Section 569 follows the form of the contract: a lease evidenced in writing is protected to the extent it is enforceable, and a registered lease for its full term.

Chapter 8

The Renewal Promise: the Clause Tenants Most Overestimate

A clause providing that on expiry the landlord agrees to renew for a further three years is what tenants find most reassuring, and one of the most fragile provisions in the document, because the courts treat it as a mere promise that has not yet produced a contract.

In Supreme Court Judgment No. 6491/2539¹² the Court held that a term by which the lessor agreed to extend the term after expiry was a separate agreement outside the lease and a personal right rather than a real right to continue the tenancy, and so had no effect on a transferee of ownership, who was a third party.

¹¹. Supreme Court Judgment No. 3249/2531

¹². Supreme Court Judgment No. 6491/2539

The position is weaker where the landlord dies. In Supreme Court Judgment No. 1213/2517¹³, decided by the Grand Chamber, a registered ten-year land lease provided that the lessor would register a ten-year extension on expiry. The Court held this was merely a promise that had not yet created a contract; since the tenant had not accepted before the lessor's death and knew of that death before expiry, it did not bind the heirs.

Supreme Court Judgment No. 1602/2548¹⁴ follows the same line, holding that such a promise binds for the next renewal, and can pass to heirs, only if the tenant validly accepts it before the expiry of the then-current term.

The lesson is that a promise is not a right. A plan to recover fit-out over six years on the strength of a renewal clause rests on something that may be unenforceable. The sounder course is to contract from the outset for the period actually required, and to register it.

Chapter 9

Death of the Tenant or the Landlord: Does the Lease Survive

This arises often with family businesses and shops registered in an individual's name, and the answer differs for each side. On the tenant's side, the case law treats the right of hire as personal, so it is extinguished on death and does not pass to the heirs.

¹³. Supreme Court Judgment No. 1213/2517

¹⁴. Supreme Court Judgment No. 1602/2548

Supreme Court Judgment No. 1471/2494¹⁵ explains that in letting property the lessor normally has regard to the qualities of the hirer and whether that person merits trust in using and maintaining the property, so the hirer's right is personal in character, and on the hirer's death the lease is extinguished and does not devolve on the heirs.

Supreme Court Judgment No. 925/2501¹⁶ holds that a lease is a personal right of the hirer which ends on death and cannot be inherited, and Supreme Court Judgment No. 2549/2524¹⁷ holds that an ordinary lease, as distinct from a specially reciprocal contract, is personal to the hirer and is extinguished on death.

On the landlord's side the picture differs, because the lessor's obligations are not personal in the same way. When the owner dies, the land passes to the heirs and the enforceable lease obligations continue. What does not continue is an unaccepted promise to renew, as the two judgments above show.

Note

The most direct way to reduce this risk is for the tenant to be the operating company rather than an individual, since a juristic person does not die with its shareholders or directors. The named tenant should match the entity that actually carries on the business.

¹⁵. Supreme Court Judgment No. 1471/2494

¹⁶. Supreme Court Judgment No. 925/2501

¹⁷. Supreme Court Judgment No. 2549/2524

Chapter 10

Lease Against Sublease, and Why Consent Matters

A business that takes a large space and allocates part of it to partners or other brands must read this provision carefully, because the Code prohibits the practice by default and permits it only by agreement.¹⁸

The sanction is not a penalty payment but termination, which for a business means vacating and abandoning the fit-out. Define the permitted scope in advance: whether affiliates may occupy, and whether a change in the tenant's shareholding counts as an assignment.¹⁹

Civil and Commercial Code, Section 545 catches people out: a sub-hirer is directly liable to the head lessor, and rent already paid to the intermediate hirer cannot be set up against the head lessor. A sub-tenant whose immediate landlord fails to pass the rent up the chain may have to pay twice.

18. Civil and Commercial Code, Section 544 provides:

The hirer may not sublet or transfer his rights in the whole or part of the property hired to a third person unless otherwise agreed in the contract of hire. If the hirer acts in contravention of this provision, the letter may terminate the contract.

19. Civil and Commercial Code, Section 545 provides:

If the hirer lawfully sublets the property hired, the sub-hirer is directly liable to the original letter. In such case, payment of rent already made by the sub-hirer to the hirer cannot be set up against the letter. This provision does not prevent the letter from exercising his rights against the hirer.

Issue	Head lease	Sublease
Counterparty	The owner or a person entitled to let	The head tenant
Consent required	No	Yes, unless the head lease provides otherwise
Available term	As agreed and registered	Cannot exceed the head lease
Principal risk	Falling back to three years if unregistered	Termination of the head lease collapses the sublease

Chapter 11

Using the Premises for the Agreed Purpose

Many disputes begin not with unpaid rent but with use of the premises for a purpose other than the one specified, for instance an office turned into a central kitchen, or retail space used as a warehouse.^{20 21 22}

Read together, the mechanism is clear: the landlord cannot terminate immediately but must first give notice to comply. Such a notice is a valuable warning, to be answered in writing, with

^{20.} Civil and Commercial Code, Section 552 provides:

The hirer may not use the property hired for purposes other than those which are customary or those which are stipulated in the contract.

^{21.} Civil and Commercial Code, Section 553 provides:

The hirer is bound to take as much care of the property hired as a person of ordinary prudence would take of his own property, and to keep it in repair as regards ordinary maintenance and petty repairs.

^{22.} Civil and Commercial Code, Section 554 provides:

If the hirer acts in contravention of Sections 552 or 553, or in contravention of the terms of the contract, the letter may notify him to comply with the law or with the contract. If the hirer fails to comply, the letter may terminate the contract.

evidence kept of when the position was rectified.

When negotiating, define the permitted use broadly enough for the business plan over the next two to three years, since a growing business that adds a new service line can otherwise find itself in breach without realising it.

Chapter 12

Alterations and Fit-Out: Consent Required, Restoration Possible

This is where the money lies for a commercial tenant, because fit-out cost often exceeds several months of rent combined. The Code takes a fairly strict line.²³

The words on the letter's demand mean the exposure persists throughout the term; a landlord may say nothing for three years and then require restoration at the end. The response is written consent before work begins, with drawings and a materials schedule, recording which items must be removed on expiry and which become the landlord's.²⁴

23. Civil and Commercial Code, Section 558 provides:

The hirer may not make alterations or additions to the property hired without the permission of the letter. If he does so without such permission, he must, on the letter's demand, restore the property to its former condition, and is liable to the letter for any loss or damage arising from the alteration or addition.

24. Civil and Commercial Code, Section 561 provides:

If no document signed by the parties describing the condition of the property let has been made, it is presumed that the hirer received the property in good repair, and on termination of the contract he must return it in such condition, unless he proves that it was not in good repair when delivered.

Civil and Commercial Code, Section 561 is why the condition of the premises should be photographed and recorded on handover, signed by both parties. Without that document, the law presumes the tenant received the premises in good repair and must return them in that condition.

Chapter 13

Fit-Out Spend at Risk, and the Specially Reciprocal Contract

The question commercial tenants ask most often is whether fit-out cost can be recovered if the lease ends earlier than planned. As a general matter an ordinary lease gives no such right, because the spend serves the tenant's own use.

There is, however, a line of authority on contracts that are more than ordinary leases. In Supreme Court Judgment No. 8534/2542²⁵ the Court held that where a landowner lets land for the tenant to build, on terms that the landlord must let for a stated period after which the building becomes the landlord's, that agreement is a specially reciprocal contract; even though the term exceeded three years and was neither in writing nor registered, it was enforceable and not reduced to three years.

Supreme Court Judgment No. 238/2540²⁶ takes the same approach in a larger project. The land lease there provided that on completion of thirty years all buildings and structures would

²⁵. Supreme Court Judgment No. 8534/2542

²⁶. Supreme Court Judgment No. 238/2540

pass to the landlord; the Court held it to be a specially reciprocal contract which, although exceeding three years and unregistered, was binding and enforceable.

This line of authority should not be built into a plan from the outset, because whether it applies depends on the specific facts, particularly the tenant funding structures that pass to the landlord. Ordinary interior fit-out that adds no structure usually falls outside it. The safer course remains registering the lease for the full period required.

Chapter 14

Who Repairs What: Petty Repairs Against Substantial Ones

Repair disputes arise in almost every tenancy, usually because nobody defined what counts as a petty repair. The starting point is the landlord's delivery obligation under Civil and Commercial Code, Section 546, which requires the letter to deliver the property hired in good repair.²⁷

Read with Civil and Commercial Code, Section 553, the dividing line is that the tenant bears ordinary maintenance and petty repairs, while necessary and reasonable expenses of preservation beyond that must be reimbursed by the landlord. The practical difficulty is that petty carries no figure.

²⁷ Civil and Commercial Code, Section 547 provides:

The letter must reimburse the hirer for necessary and reasonable expenses incurred by him for the preservation of the property hired, except expenses for ordinary maintenance and petty repairs.

A workable approach is to agree a figure in the lease, so repairs below a stated amount per occurrence fall to the tenant and anything above falls to the landlord, and separately to allocate the main systems, primary electrical supply, plumbing, structure and roof, expressly to the landlord, since failures there disrupt the whole operation.

Note

Civil and Commercial Code, Section 557 imposes a duty tenants often forget: if the property is out of repair in a part the letter ought to repair, or a third person encroaches on it or claims a right over it, the hirer must notify the letter forthwith, and is liable for any loss caused by neglect or delay.

Chapter 15

Deposits and Earnest Money: Return and Forfeiture

The sum placed on signing is loosely called a deposit, but the label and the contractual wording matter a great deal. In Supreme Court Judgment No. 3441/2538²⁸ the Court held that although the lease said the damage deposit would be returned on expiry, where the contract was terminated early in exercise of a right stipulated in it, the landlord still had to return the deposit after deducting outstanding water, electricity and telephone charges and the cost

²⁸. Supreme Court Judgment No. 3441/2538

of damage to the building, because the money belonged to the tenant and was placed only as security for loss arising from the tenancy.

Where the wording is earnest money the outcome can differ. In Supreme Court Judgment No. 116/2512²⁹ a three-year lease provided that the earnest money would be returned in full when the contract ended. The tenant left after three months and terminated on a ground not provided for in the contract; the Court held this to be the tenant's own default and a breach, entitling the landlord to forfeit it.

The drafting advice is to state clearly that the sum is a damage deposit rather than earnest money or advance rent, to list the permitted deductions, to fix a period for return running from handover, and to require a written statement of deductions. Most disputes here are not about law but about what was deducted and how much.

Chapter 16

Can a Landlord Terminate at Once for Unpaid Rent

A business with a single month of cash-flow difficulty often worries about immediate termination. The Code treats the position differently depending on how rent is paid.³⁰

²⁹. Supreme Court Judgment No. 116/2512

³⁰. **Civil and Commercial Code, Section 560** provides:

If the hirer does not pay the rent, the letter may terminate the contract.

However, if the rent is payable monthly or at longer intervals, the letter must first notify the hirer to pay the rent within a period which shall not be less than fifteen days.

Commercial rent is normally payable monthly, so the second paragraph applies: notice to pay within not less than fifteen days must come first, and immediate termination is not available. This is a reason to specify in the lease to whom and where notices must be sent, so that a notice does not reach someone with no responsibility for it.

Note, though, that many commercial leases impose stricter termination conditions than the statutory default, for example treating arrears beyond a stated number of days as a ground for termination without notice. Termination clauses deserve as much attention as the rent figure.

Chapter 17

Holding Over After Expiry: Automatic End or a New Contract

Many businesses remain in occupation after expiry, paying rent while a new document is negotiated. The position is less clear than it appears. It starts with Civil and Commercial Code, Section 564, under which a contract of hire is extinguished at the end of the agreed period without notice being required. ^{31 32}

31. Civil and Commercial Code, Section 570 provides:

If, at the end of the agreed period of hire, the hirer remains in possession of the property and the letter, knowing of this, does not object, the parties are deemed to have made a new contract for an indefinite period.

32. Civil and Commercial Code, Section 566 provides:

If the period of hire does not appear from the agreement and cannot be presumed, either party may terminate the contract at the end of any rent period, giving the other party notice of at least one rent period in advance, but no more than two months' notice need be given.

The logic runs thus: the lease ends of itself on expiry, but if the tenant stays on and the landlord knowingly does not object, a new indefinite contract is deemed to arise under Civil and Commercial Code, Section 570, terminable under Section 566 on notice of at least one rent period, with no more than two months required.

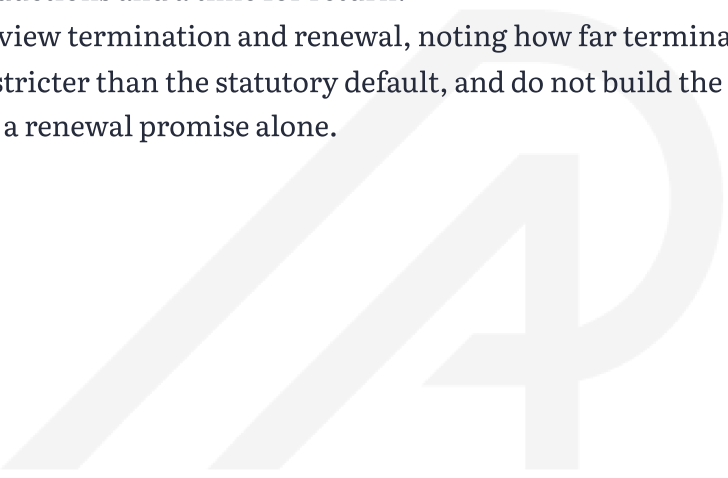
The practical consequence is that holding over without documentation reduces security of location to about two months' notice, which is not sufficient for an operation with a kitchen, machinery, or walk-in customers. The replacement document should be scheduled months ahead, not in the final week.

Chapter 18

The Seven Checks Before Signing

The following sequence gathers the points above into a review that can realistically be completed in the one to two weeks before signing.

1. Confirm ownership: obtain the title deed or unit title and read the registration record for mortgages, other registered leases and encumbrances.
2. Verify the signatory's authority against a recent company affidavit, checking the number of signatures and any seal requirement.
3. Set the term against the fit-out payback period, and if it exceeds three years fix the registration date and fee allocation in the contract.

4. Check the permitted-use clause covers the next two to three years, and whether the subletting restriction extends to affiliates.
 5. Address alterations: written consent with drawings and a materials schedule, recording which items must be removed on expiry.
 6. Address the deposit: describe it as a damage deposit rather than earnest money or advance rent, with permitted deductions and a time for return.
 7. Review termination and renewal, noting how far termination is stricter than the statutory default, and do not build the plan on a renewal promise alone.
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Frequently asked questions

Q If a ten-year lease was never registered, is the whole contract void?

A Not entirely void. Civil and Commercial Code, Section 538 provides that where the term exceeds three years and the lease is neither in writing nor registered with the competent official, it is enforceable by action for only three years. The first three years therefore stand, while the balance cannot be enforced. Where a dispute arises, the contractual wording and the specific facts have to be examined together.

Q If the owner sells the building during the term, must the tenant move out?

A As a general rule, no. Civil and Commercial Code, Section 569 provides that a lease of immovable property is not extinguished by a transfer of ownership and that the transferee takes over the transferor's rights and duties. The protection has limits: Supreme Court Judgment No. 70/2522 held that the section applies only to leases evidenced in writing, or made in writing and registered under Civil and Commercial Code, Section 538, so an oral tenancy cannot be set up against a purchaser.

Q The lease says the landlord agrees to renew for a further three years. Is that enforceable?

A It depends on form and timing. The case law treats such wording as a promise that has not yet created a contract. In Supreme Court Judgment No. 6491/2539 an agreement to extend after expiry was held to be a personal rather than a real right, and so did not bind a transferee of ownership. Supreme Court Judgment No. 1602/2548 explains that such a promise binds for the next renewal only if the tenant validly accepts it before the expiry of the then-current term.

Q Can a landlord terminate immediately after a single month of unpaid rent?

A Where rent is payable monthly, the second paragraph of Civil and Commercial Code, Section 560 requires the landlord first to give notice to pay within a period of not less than fifteen days, so immediate termination is not available. The lease's own termination clause should also be read, because many commercial leases impose stricter conditions, and specific facts can change the outcome.

In summary

This article has moved from the definition of a lease in Civil and Commercial Code, Section 537 to the central trap in Section 538, under which an unregistered lease of more than three years is enforceable for only three years; through the thirty-year ceiling in Civil and Commercial Code, Section 540; the distinction between personal and real rights; the alternatives of superficies and usufruct; verification of ownership and authority; the effect of a transfer of ownership under Civil and Commercial Code, Section 569; the fragility of renewal promises; the consequences of a party's death; the difference between a lease and a sublease under Civil and Commercial Code, Sections 544 and 545; permitted use under Sections 552 to 554; alterations under Section 558 and the presumption in Civil and Commercial Code, Section 561; the allocation of repairs; deposits; termination for unpaid rent under Section 560; and the status of holding over.

A tenant who understands these points spends two weeks before signing gathering documents and fixing a registration date, instead of spending the following two years arguing about who owes what. Security of business premises turns not on the number of years written in the contract, but on the number of years the law will actually enforce.

What to do next

- 1** Ask for the title deed or unit title at the negotiation stage and read the full registration record, rather than waiting until signing day.

- 2** Compare the intended signatory against the company affidavit and check how many signatures and whether a seal are required.

- 3** Work out the fit-out payback period, compare it with the enforceable term, and if it exceeds three years fix the registration date and fee allocation in the contract.

- 4** Photograph and record the condition of the premises on handover, have both parties initial every page, and keep it with the lease.

- 5** Keep deposit receipts separate from rent receipts and record each payment date in the company's accounting records.

- 6** Set a reminder at least six months before expiry so the replacement document is negotiated before the position becomes an indefinite holdover.

Notes and references

Statutes and judgments cited in this book, with the chapter and footnote number.

Statutes cited

1	Civil and Commercial Code, Section 537	Chapter 1 · note 1
2	Civil and Commercial Code, Section 538	Chapter 2 · note 2
3	Civil and Commercial Code, Section 540	Chapter 3 · note 3
4	Civil and Commercial Code, Section 1410	Chapter 5 · note 4
5	Civil and Commercial Code, Section 1411	Chapter 5 · note 5
6	Civil and Commercial Code, Section 1417	Chapter 5 · note 6
7	Civil and Commercial Code, Section 569	Chapter 7 · note 9
8	Civil and Commercial Code, Section 544	Chapter 10 · note 18
9	Civil and Commercial Code, Section 545	Chapter 10 · note 19
10	Civil and Commercial Code, Section 552	Chapter 11 · note 20
11	Civil and Commercial Code, Section 553	Chapter 11 · note 21
12	Civil and Commercial Code, Section 554	Chapter 11 · note 22
13	Civil and Commercial Code, Section 558	Chapter 12 · note 23
14	Civil and Commercial Code, Section 561	Chapter 12 · note 24
15	Civil and Commercial Code, Section 547	Chapter 14 · note 27
16	Civil and Commercial Code, Section 560	Chapter 16 · note 30
17	Civil and Commercial Code, Section 570	Chapter 17 · note 31
18	Civil and Commercial Code, Section 566	Chapter 17 · note 32

Supreme Court judgments cited

1	Supreme Court Judgment No. 8041/2540	Chapter 6 · note 7
2	Supreme Court Judgment No. 410/2515	Chapter 6 · note 8
3	Supreme Court Judgment No. 70/2522	Chapter 7 · note 10
4	Supreme Court Judgment No. 3249/2531	Chapter 7 · note 11
5	Supreme Court Judgment No. 6491/2539	Chapter 8 · note 12
6	Supreme Court Judgment No. 1213/2517	Chapter 8 · note 13
7	Supreme Court Judgment No. 1602/2548	Chapter 8 · note 14
8	Supreme Court Judgment No. 1471/2494	Chapter 9 · note 15
9	Supreme Court Judgment No. 925/2501	Chapter 9 · note 16
10	Supreme Court Judgment No. 2549/2524	Chapter 9 · note 17
11	Supreme Court Judgment No. 8534/2542	Chapter 13 · note 25
12	Supreme Court Judgment No. 238/2540	Chapter 13 · note 26
13	Supreme Court Judgment No. 3441/2538	Chapter 15 · note 28
14	Supreme Court Judgment No. 116/2512	Chapter 15 · note 29

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Supreme Court judgments can be read in full through the Supreme Court's judgment search (deka.supremecourt.or.th)



From the author

If this is happening to you

If you are in this situation, or you are unsure whether the evidence you hold is enough, you are welcome to ask. We can look at what your documents and messages establish as a matter of law, and what options lie ahead.

What to gather before seeking advice

- ☐ The complete draft lease with all annexes, the floor plan, and every document referred to in the contract.

- ☐ A copy of the title deed or condominium unit title, with the registration record showing mortgages and encumbrances.

- ☐ A company affidavit for the landlord issued within the previous six months, and the original power of attorney if the signatory is not an authorised director.

- ☐ Proof of every payment made, including the damage deposit, advance rent and any key-money contribution, with receipts that itemise each element.

- ☐ Land Office registration documents if the lease has been registered, or records of appointments and correspondence about registration.
 - ☐ Fit-out quotations and contracts, with photographs and a condition record of the premises on handover signed by both parties.
 - ☐ Letters, emails or messages exchanged about renewal, rent for later years, and consent to alterations.
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1

Tell us the matter and any deadlines

2

Agree the scope and fees

3

Carry out the work and report

An initial consultation carries no obligation, and everything discussed is confidential under professional privilege. Call 065-145-5546 or reach us through whichever channel suits you.

Phenhnung Thabthimthong

Co Founder and Managing Partner, DAP Solicitors & Resolution

This article is general information, not advice on any specific case. A small change in facts can change the entire legal outcome, and the law may be amended, so please consult an attorney before acting.



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