Eviction Commitment Letter / Eviction Undertaking in Turkey

What is an Eviction Commitment Letter/Eviction Undertaking?

An eviction commitment letter or eviction undertaking is a written document in which the tenant undertakes to evacuate the leased property on a certain date after its delivery to him. It is possible to evict the tenant using this document. If the tenant does not evacuate and deliver the leased property on the date specified in the commitment letter, the lessor will be able to take enforcement proceedings for eviction within one month, apply for mediation, and then file a lawsuit.

In this article, we will use eviction commitment letter and eviction undertaking in the same meaning, which is "tahliye taahhütnamesi" in Turkish.

Terms of Validity of Eviction Commitment Letter / Eviction Undertaking

According to Article 352 of the Turkish Code of Obligations ("TCO"), the validity conditions of the eviction commitment letter/eviction undertaking are as follows:



1- The eviction undertaking must be in writing. It must have the wet signature of the tenant. The eviction undertaking can also be issued through a notary public.

2- The eviction undertaking must be signed by the tenant or the person authorized by the tenant after the delivery of the lease.

3- The date of eviction must be precise and unambiguous.

Sample Eviction Commitment Letter / Sample of Eviction Undertaking

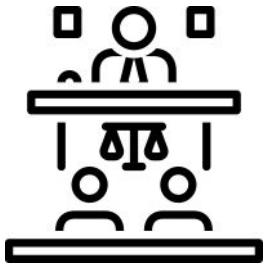
In order to evict their tenants more easily, landlords have recently been making them sign eviction commitment letters/eviction undertakings. However, most of the time, the eviction undertaking does not carry the necessary elements to be valid. For this reason, it is essential that a lawyer prepares the eviction undertaking and that the lawyer is consulted during the signature process. An example of an eviction undertaking is available at the link below:

SLC Law Firm - Eviction Undertaking in Turkish Download
Although signing the eviction undertaking sample above is sufficient to obtain an eviction undertaking, the eviction undertaking may be invalid if a lawyer is not consulted in this process. For this reason, in any case, it will be in the best interest of the lessors to get

support from a lawyer in this process.

Eviction Commitment Letter / Eviction Undertaking Court of Cassation Decisions

Date Objection to Eviction Undertaking Requires a Trial



"*Upon the objection of the defendant tenant to the eviction order issued by the plaintiff against the defendant tenant due to the proceeding based on the eviction commitment, the plaintiff applied to the enforcement court and requested the removal of the objection and eviction. The court decided to accept the request, and the decision was appealed by the defendant's attorney.*

Upon the enforcement proceeding initiated by the plaintiff on 8.6.2012 within the legal period based on the ordinary commitment letter dated 20.12.2010 and 14.5.2012, the defendant denied the date of the eviction commitment by claiming that the eviction commitment was issued on the same date as the lease agreement and the dates in the commitment were filled in later by the plaintiff.

Pursuant to Article 275 of the EBL and the Case Law Unification Decision dated 4.12.1957 and numbered 11/26, the creditor cannot request the removal of the objection based on the eviction commitment whose date is denied even if the signature is affirmed, and since the resolution of the dispute requires a trial, it is not correct to decide to accept the request in writing, while it is necessary to decide to reject the request, and the decision should be reversed." (6th Civil Chamber of the Court of Cassation E. 2012/18349 K. 2013/1348 D. 31.01.2013)

Eviction Undertaking without a Clear Eviction Date is Invalid

"In the concrete case; there are lease agreements dated 01.02.2005 and 01.05.2012 between the parties, the defendant does not deny the signature in the agreements, in Article 1 of the agreement dated 01/05/2012, it is stated that the agreement is made for the purpose of extending the lease term of the lease agreement made between the parties on 01/02/2005, determining the new period rental price and adapting it to the changing conditions, Article 5. In article 5, it is seen that there is a commitment in the form of "The lease period has been agreed as 3+2 years starting from 01.05.2012 and at the end of this period, the tenant will vacate the premises and deliver it to the lessor unconditionally.", the defendant has been in the leased immovable since this date according to the lease agreement dated 01/02/2005, the commitment in question is an eviction commitment given while the lease relationship continues, but the commitment does not include a specific date.

Since the date of eviction is not clearly stated in the eviction commitment, it cannot be said that there is an eviction commitment in the sense required by Article 352 of the Turkish Code of Obligations. Therefore, while the court of first instance should decide to dismiss the case with the stated reasoning and the Regional Court of Appeal should decide to reject the appeal on the merits, it is inappropriate to establish a written judgment." (12th Civil Chamber of the Court of Cassation E. 2020/1175 K. 2020/2309 D. 9.3.2020)

It is possible to Lift the Objection in Case of a Notarized Eviction Undertaking



"*The first lease agreement between the parties was dated 1.9.2009 and lasted for one year. During the continuation of the contract, it was undertaken to unconditionally evacuate the leased property on 31.8.2011 with a notarized eviction commitment letter/eviction undertaking dated 27.8.2010. Subsequently, the agreement was renewed in writing for a period of one year as of 1.9.2010. The fact that the tenancy relationship between the parties was renewed in writing for one year as of 1.9.2010 does not invalidate the eviction undertaking. It only expresses that the rent in the previous agreement has been re-determined by the parties. In addition, this contract is not a document in the sense of Article 275/2 of the BEC regarding the extension of the period after the committed date. For this reason, while it should be decided to remove the objection and evacuation, it is not correct to decide to dismiss the case as written.*" (6th Civil Chamber of the Court of Cassation E. 2012/4199 K. 2012/6899 D. 08.05.2012)

Eviction Undertaking Received on the Same Date as the Rental Agreement is Invalid

"The eviction commitment received on the same date or earlier with the lease agreement is null and void since it is not a free will product of the lessee in accordance with Article

26 of the TCO No. 6098 in force on the date of the lawsuit. The Unification of Case Law Decision dated 04.10.1944 and numbered 15/20-28 is also in this direction. Again, in accordance with the Unification of Case Law Decisions dated 3.10.1980 and numbered 2/3 and dated 4.10.1985 and numbered 2/7, the eviction commitments given while the lease relationship continues (while living in the leased property) are valid. Good faith is essential in the exercise of this right arising from the valid contract. The defendant must prove the contrary based on the facts. In the concrete case, the plaintiff purchased the immovable property subject to the eviction commitment on 19.01.2016, and the lease relationship was established on this date. Since the eviction commitment was given as of 19.01.2016, when the lease relationship was established, the eviction commitment subject to the proceeding is not valid." (8th Civil Chamber of the Court of Cassation E. 2017/4711 K. 2018/2893 D. 28.02.2018)

It is Not Possible to Lift the Objection with an Ordinary Written Eviction Undertaking

"Unless the creditor relies on a document officially issued by a notary public or whose date and signature are certified or affirmed, the eviction of the lease cannot be requested from the enforcement court in case of objection to the proceeding. Since the dispute requires a trial due to the objected eviction commitment, while the eviction should be requested from the general authorized court, it is not correct to accept the request as written in the decision and to decide to evacuate the leased property due to the eviction commitment. The decision should, therefore, be reversed." (6th Civil Chamber of the Court of Cassation E. 2009/4336 K. 2009/5513 D. 11.06.2009)

Attorney's Fee is Proportional in the Cancellation of Objection Filed Due to Objection to the Eviction Undertaking



"According to Article 323/ğ of the CCP No. 6100, if the party who wins the case has followed the case through an attorney, the party who is wronged and loses the case is also sentenced to pay an attorney fee as a trial expense. Pursuant to Article 9 of the Attorneys' Minimum Fee Tariff, in eviction cases, the entire amount to be calculated in accordance with the third part of the tariff over the amount of one year's rent shall be ruled as an attorney fee. These amounts cannot be less than the fee determined according to the court where the case is heard in the second part of the second part of the tariff.

As for our case, the plaintiff's attorney stated the annual rent as 30.000 TL in the petition and filed the lawsuit by paying the fee over this amount. In this case, while the court should determine and award a proportional attorney fee based on the annual rent of 30.000 TL within the framework of the principles stated above, it was inappropriate to award an incomplete attorney fee by assessing an attorney fee of 1.440 TL." (6th Civil Chamber of the Court of Cassation E. 2014/320 K. 2014/1062 D. 29.01.2014)

Conditional Eviction Undertaking is Valid

"There is no dispute about the contract between the parties dated 01.07.2003 and for three years. Article 3, 17 of the contract stipulates that "the lessee agrees and undertakes in advance to evacuate the leased premises within three months from the decision of the High Council of Privatization regarding privatization." According to Article 149 of the Code of Obligations, the conditional evacuation commitment is valid. If the condition is fulfilled, the commitment becomes effective. However, the eviction *commitment letter/eviction undertaking must clearly include a certain and specific date. Since Articles 3 and 17 of the contract do not include a specific and definite date, this eviction commitment cannot be valued. For this reason, while the lawsuit should be dismissed, it is not correct to establish a judgment on written grounds, and the judgment should be reversed."* (6th Civil Chamber of the Court of Cassation E. 2007/6086 K. 2007/7625 D. 18.06.2007)

Only the Lessor or New Owner Can Use the Eviction Commitment Letter / Eviction Undertaking



"*According to Article 352/1 of the TCO No. 6098, the lessor must file the eviction lawsuit based on commitment. The owner, who is not the lessor, has no right to sue. However, the new owner, as the previous owner's and the lessor's successor, may file a lawsuit based on the commitment given at the time of the former owner.*" (3rd Civil Chamber of the Court of Cassation E. 2017/8734 K. 2018/1505 D. 22.02.2018)

Extension of Time for Filing a Lawsuit Regarding Eviction Commitment in Case of a Notice of Cease and Desist

"*In Article 353 of the TCO No. 6098 titled "Extension of the litigation period", there is no limitation and restriction in terms of the reasons for eviction, and a general regulation has been made regarding the extension of the litigation period for eviction cases based on the reason of need regulated in Article 350 of the TCO, the commitment regulated in Article 352/1 of the TCO, the eviction cases based on two justified warnings regulated in Article 352/2 of the TCO, and the eviction cases based on the reasons that the tenant has another residence in the same city regulated in Article 352/3 of the TCO. It is understood from the examination this time that a general regulation has been made regarding the extension of the lawsuit period for eviction cases based on the reasons that the tenant has another residence in the same city and that the regulation made is not reserved for the eviction cases based on the commitment regulated in Articles 352/1 of the TCO.*

In the concrete case, there is no dispute about the existence of a lease agreement signed between the parties with a start date of 01.01.2012 and a term of 3 years. The defendant tenant undertook to evacuate the immovable property on 31.12.2014 with the letter of undertaking dated 24.04.2012. The plaintiff requested the evacuation of the leased property on the promised date with a notice dated 19.11.2014, and the notice was served

to the defendant on 21.11.2014. Pursuant to Article 353 of the Turkish Code of Obligations, since the lessor notified the defendant that he would file a lawsuit with the notice dated 21.11.2014 before the end of the period 01.01.2014-01.01.2015, the lawsuit can be filed until 01.01.2016, which is the end of the extended lease year following the notification. In this case, the lawsuit filed on 10.04.2015 is in due time, and it is not correct to decide to dismiss the lawsuit on the grounds that it was not filed in due time, while the court should examine the case on the merits." (3rd Civil Chamber of the Court of Cassation E. 2017/8734 K. 2018/1505 D. 22.02.2018)

In an Eviction Case Filed with Eviction Undertaking, the Fee is Calculated According to the Annual Rent



"*In the concrete case, the value of the case is the one-year rent paid in the last period for the eviction case, which is subject to reversal, and the plaintiff has shown the case value as 0 TL, and only a lump sum fee of 27.70 TL has been paid. It is understood that no fee was paid based on the annual rent for the eviction case, and the court did not give an extension of time for the fulfillment of the missing fee. The court should be ordered to complete the missing fee based on the annual rent, decide to remove the file from the process if it is not deposited, and decide to deem the lawsuit as not filed in terms of this request if it is not renewed by replenishing the fee within the period, it is not appropriate to establish a judgment by examining the merits of the dispute without considering these aspects.*" (3rd Civil Chamber of the Court of Cassation E. 2017/9155 K. 2019/5492 D. 17.06.2019)

More Than One Eviction Commitment Does Not Affect Eviction

"*At the end of the trial held due to the "removal of the objection" case between the parties, upon the request of the plaintiff's attorney to examine the decision dated 29.12.1982 and numbered 151-177, which was given by the (Kütahya Court of Execution*

Execution Examining Authority) on the dismissal of the case, the 12th Civil Chamber of the Court of Cassation issued a decision dated 15.9.1983 and numbered 872-2000; (...The 2nd and subsequent evacuation commitments given by the tenant while in the house are valid. There is neither a provision of law nor a decision of unification of jurisprudence that invalidates the eviction commitment only because it was given for the 3rd time. According to this situation, while it should be decided to remove the debtor's objection, the rejection of the creditor's request is inappropriate...), and the file was returned to its place; at the end of the retrial, the court resisted the previous decision.

The decision of the General Assembly of Civil Chambers was examined, and after it was understood that the decision of resistance was appealed in due time and after the papers in the file were read, the necessity was discussed:

In the event that more than one eviction undertaking is obtained, the enforcement inspection authority can undoubtedly examine whether the request for eviction based on the eviction undertaking received for the third time will be contrary to the objective good faith rules. However, in the face of the limited authority of the execution review authority, if the issue described has a feature that needs to be dealt with judicially, this aspect can be asserted separately in court. Considering the nature of the case, it is against the procedure and the law to resist the previous decision; while it should be decided to remove the objection of the debtor for these reasons, the decision of the Special Chamber, which was also adopted by the General Assembly of Civil Chambers, should be followed. The decision of resisting should be reversed." (Court of Cassation General Assembly of Civil Chambers E. 1983/568 K. 1985/1110 D. 20.12.1985)

FAQ about the Eviction Undertaking



Can the empty eviction commitment letter/eviction undertaking be canceled if it is filled in later?

Giving the eviction commitment letter/eviction undertaking to the lessor in blank and filling it in later does not invalidate the commitment letter. The objection that the eviction date in the commitment letter is filled in later can only be proved with a written document. If such a written document is not available, the letter of undertaking with the eviction date filled in later is valid.

Within the scope of the cancellation provisions in Articles 29 et seq. of the Turkish Code of Obligations, the tenant may request the cancellation of the letter of undertaking based on mistake, deception, and intimidation within one year from the date of giving the eviction undertaking. For example, if the lessor initiates enforcement proceedings against the lessee who pays the rent by hand and does not receive a receipt in return and uses this situation to obtain an eviction undertaking from the lessee, it will be possible to cancel the undertaking based on intimidation.

How to evict a tenant with an eviction commitment letter/eviction undertaking?

The eviction commitment letter/eviction undertaking must be executed within one month from the date the tenant undertakes to evacuate, or a mediation application must be made. If no agreement is reached as a result of mediation, a lawsuit should be filed before the one-month period expires. The mediation process stops the time period for filing a lawsuit.

On what grounds and how can an eviction commitment letter/eviction undertaking be challenged?

Objection that the date on the eviction undertaking was filled in later

If the eviction commitment letter/eviction undertaking is given blank, the lessor can initiate a legal process by filling in the eviction date later. The tenant can only prove his/her objection that the eviction date is filled in later with written evidence. If the tenant cannot prove this claim with written evidence, an eviction decision may be made as a result of the lawsuit to be filed. The tenant may also prove his claim based on oath evidence during the lawsuit process.

Objection to the signature on the eviction undertaking

The tenant must file a signature objection if the signature under the eviction commitment letter/eviction undertaking does not belong to him. In the case of cancellation of the objection to the signature, the court will take a signature sample from the tenant and request the original signatures in the institutions and organizations to be submitted to the file. As a result of the expert examination, it will be revealed whether the signature belongs to the tenant or not.

If a forged eviction undertaking is issued and executed by the lessor, the crime of forgery in a private document will occur. In this case, the tenant may file a criminal complaint.

If the tenant denies the signature even though the signature belongs to him, he will be sentenced to a fine as per Article 275 of the Enforcement and Bankruptcy Law.

Objection to renewal of the lease agreement

If a new lease agreement is signed between the lessee and the lessor after the eviction undertaking is given, the eviction undertaking will be invalid because the lease agreement is renewed. In such a case, an objection should be made regarding the renewal of the lease agreement.

Family residence objection in eviction undertaking

If the lessor is the family residence, the lease agreement's termination depends on the other spouse's consent. However, if the other spouse has not notified the lessor to become a party to the lease agreement, the termination notice need not be served on the other spouse. A valid eviction commitment letter/eviction undertaking by the tenant spouse depends on the other spouse's consent. In the absence of the other spouse's consent, a family residence objection may be made against the commitment. In order for this objection to be valid and the lawsuit to be won, it is possible for the other spouse to notify the lessor that the other spouse has become a party to the lease agreement and that the leased property is a family dwelling, or to file a lawsuit for the determination that the leased property is a family dwelling and to decide on the determination.

Is it necessary to apply to mediation before filing a lawsuit in case of objection to the eviction undertaking?

As of 01.09.2023, lease disputes, except for the provisions regarding the eviction of leased immovables by execution without writ of execution, have been included within the scope of mandatory mediation. Therefore, it is essential to apply mediation before filing a lawsuit for the cancellation of the objection to the eviction undertaking. Otherwise, the lawsuit will be dismissed procedurally.

Which court should be applied to cancel/remove the objection to the eviction undertaking?

If the eviction commitment letter/eviction undertaking is submitted to execution, an eviction order is issued to the tenant with sample no: 14. The eviction order can be objected to within 7 days from the notification of the eviction order to the tenant. If there is no objection to the eviction order, the tenant must evacuate the leased property within 15 days of the notification of the eviction order.

In case of a signature objection or an objection that the date is filled in later against the written eviction undertaking, a lawsuit for the cancellation of the objection must be filed within 1 year from the notification of the objection to the lessor.

In the event of a signature objection or objection for any other reason against the notarized eviction undertaking, a lawsuit for the removal of the objection can be filed in the enforcement law court within 6 months from the notification of the objection to the lessor.

Can the new owner use the eviction undertaking given during the former owner's period?

The new owner will become a party to both the lease agreement and the eviction commitment letter/eviction undertaking upon taking over the leased property. Within this scope, the new owner will be able to evict the tenant by using the eviction undertaking given to the previous owner.

Is a conditional release undertaking valid?

Pursuant to the decisions of the Court of Cassation, in practice, the eviction undertaking may be conditional. However, this condition must be compatible with the eviction undertaking. For example, the condition of non-payment of the rent twice in a row may be included in the eviction undertaking. Within one month from the realization of the condition in the commitment letter, enforcement or litigation can be applied.