

DRAFTING NOTE

RESIDENTIAL TENANCIES ACT 2026

1. Status and purpose of this note

This drafting note is explanatory and is not part of the proposed Assembly Act. It identifies the legislative need, the relationship with earlier Eritrean law, the principal matters retained, the modernization choices made and the place of the draft within the emerging constitutional statute book. The instrument remains a consultation draft and should be finalized only after legal, institutional, fiscal and public review.

2. Legislative need and prior law

The draft replaces fragmented rent-control and housing measures, including Proclamation 107/2000 and Legal Notice 94/2004, with balanced rules for a recovering housing market.

3. What the draft retains

It retains enforceable leases, rent and repair obligations, security for possession and remedies for breach.

4. What the draft updates and modernizes

It adds minimum habitability, deposit protection, transparent rent changes, privacy, anti-discrimination, due process before eviction, emergency and vulnerable-tenant safeguards, electronic notices and efficient court remedies without freezing lawful housing supply.

5. Constitutional, code and treaty fit

The draft is framed under the Constitution of Eritrea 1997 and must be read with the Civil Code, Penal Code, Civil Procedure Code and Criminal Procedure Code of Eritrea 2015 where those Codes govern. It is also coordinated with the other institutional, financial, commercial, land, labour, administrative and sectoral drafts in this collection. References to international or regional standards guide compatibility and implementation; they do not bypass the Treaty-Making Act or convert an unincorporated instrument into domestic law.

6. Scope and organization

The principal divisions address preliminary provisions; creation and evidence of tenancy; rent and other payments; security deposits; landlord duties and tenant remedies; tenant duties and household rights; duration, termination and succession; eviction and recovery of possession; tribunal, enforcement and remedies; administration, transition and final provisions.

7. Transition, implementation and consultation

The draft preserves lawful accrued rights, completed transactions, pending proceedings and institutional continuity where appropriate, while preventing temporary savings from preserving unconstitutional coercion or indefinite executive discretion. Before enactment or issuance, authentic predecessor instruments and amendments should be verified, cross-references and fiscal capacity confirmed, implementing regulations and digital systems prepared, and affected institutions, professions, communities and the public given a practical opportunity to comment.

CONSULTATION DRAFT — NOT ENACTED LAW

ACT NO. ____/2026

RESIDENTIAL TENANCIES ACT 2026

(ACT)

AN ACT TO REGULATE RESIDENTIAL TENANCIES, PROTECT LAWFUL POSSESSION AND PROPERTY, ESTABLISH FAIR RENT, REPAIR, DEPOSIT, TERMINATION AND EVICTION PROCEDURES, REPLACE OBSOLETE RESIDENTIAL RENT-CONTROL INSTRUMENTS, AND PROVIDE FOR RELATED MATTERS.

PREAMBLE

WHEREAS Articles 8, 21 and 23 of the Constitution of Eritrea require improved livelihood, social development, protection of property, equality and due process;

WHEREAS the Civil Code of Eritrea 2015 governs leases generally but residential housing requires additional rules on habitability, deposits, information, termination, eviction and accessible remedies;

WHEREAS Proclamation 27/1992 and Legal Notice 94/2004 relied on obsolete zonal tariffs, compulsory forms, currency distinctions and administrative controls unsuited to a lawful and competitive housing market;

WHEREAS Eritrea's housing transition requires protection against arbitrary eviction and exploitation without discouraging construction, maintenance and legitimate rental investment;

NOW, THEREFORE, the National Assembly of Eritrea enacts as follows:

CHAPTER I
PRELIMINARY PROVISIONS

Article 1 — Short title

This Act may be cited as the Residential Tenancies Act 2026.

Article 2 — Objects

1. provide secure, habitable and fairly administered rental housing;
2. protect tenants against arbitrary eviction, discrimination, hidden charges and unlawful self-help;
3. protect landlords' property, rent and lawful recovery of possession;
4. support investment, maintenance and expansion of rental supply;
5. provide fast, accessible and enforceable dispute resolution; and
6. enable transparent digital contracting and administration without excluding offline users.

Article 3 — Application

1. This Act applies to a dwelling, room or part of a dwelling occupied as a principal or temporary home in return for rent or another material consideration.
2. It applies despite the form or title of the arrangement where its substance is a residential tenancy.
3. It binds public bodies and public enterprises unless an express provision provides a different lawful regime.

Article 4 — Exclusions

1. This Act does not apply to a hotel or comparable short-stay accommodation ordinarily occupied for fewer than thirty consecutive days, a hospital, prison or emergency shelter, or occupation solely under family law without rent.
2. A service occupancy, student residence, supported housing or cooperative residence is subject to this Act except to the extent that regulations prescribe justified and proportionate modifications.
3. An exclusion shall be construed narrowly and shall not permit disguised residential leasing.

Article 5 — Definitions

1. “dwelling” means premises used or intended principally for human habitation;
2. “landlord” includes an owner, lawful lessor, successor and authorized agent entitled to grant possession;
3. “rent” means consideration for occupation but excludes a separately disclosed lawful utility or service charge;
4. “security deposit” means money held to secure performance and does not include prepaid rent;
5. “tenant” includes a lawful successor and a person whose residential occupation has the substance of a tenancy; and
6. “Tribunal” means the Residential Tenancies Tribunal established by Article 71.

Article 6 — Relationship with Civil Code

1. The Civil Code governs formation, performance, lease, damages, succession and remedies except where this Act supplies a specific residential rule.
2. A term inconsistent with a mandatory protection in this Act is void to the extent of inconsistency.
3. Commercial premises remain governed by the Civil Code and Commercial Code unless genuinely incidental to a residential tenancy.

Article 7 — Equality and non-discrimination

1. A person shall not refuse, burden, terminate or advertise housing on a prohibited discriminatory ground under the Constitution or another Act.

2. Neutral criteria causing unjustified disproportionate exclusion are prohibited unless necessary and proportionate to a legitimate purpose.
3. Reasonable accommodation shall be made for disability unless it imposes disproportionate hardship.

Article 8 — Good faith and retaliation

1. Landlord and tenant shall exercise rights honestly, reasonably and for their lawful purpose.
2. An adverse act substantially motivated by a good-faith complaint, participation in proceedings, organization of tenants or report to an authority is retaliatory and unlawful.

CHAPTER II CREATION AND EVIDENCE OF TENANCY

Article 9 — Written tenancy agreement

1. A landlord shall provide a written agreement before or promptly after possession begins.
2. Failure to provide writing does not invalidate the tenancy or deprive the tenant of statutory protection.

Article 10 — Required terms

1. The agreement shall state parties and service addresses, dwelling, commencement, duration, rent, payment method, deposit, utilities, furnished inventory and lawful special conditions.
2. It shall identify the landlord or agent authorized to receive notices and arrange repairs.
3. A prescribed plain-language rights statement shall be attached.

Article 11 — Electronic agreement

1. An agreement, signature, notice, receipt and inventory may be electronic where authenticity, accessibility and retention are reliable.
2. A party may request a paper copy without an unreasonable charge.

Article 12 — Language and understanding

1. The agreement shall be supplied in a language reasonably understood by the parties where practicable.
2. A landlord shall disclose a material unusual term and shall not rely on a term concealed by format or technical language.

Article 13 — Condition report

1. At entry the parties shall prepare a signed condition report and inventory, supported where useful by dated photographs or video.

2. A landlord failing to offer a reasonable joint inspection bears the burden of proving pre-existing condition against a deposit claim.

Article 14 — Disclosure

1. Before agreement, the landlord shall disclose known serious defects, planned major works, shared facilities, utility metering, mandatory charges and any pending order materially affecting occupation.
2. Deliberate material nondisclosure entitles the tenant to appropriate rescission, reduction or damages.

Article 15 — Identity and authority

1. A landlord or agent shall disclose sufficient identity and legal authority to let the dwelling.
2. The tenant may verify title or authority through an appropriate public register without receiving unnecessary personal data.

Article 16 — Tenant information

1. A landlord may request information reasonably necessary to assess payment, occupancy and lawful use.
2. Collection, verification, automated screening and retention shall comply with data-protection law and shall not demand irrelevant sensitive information.

Article 17 — Holding deposit and application fee

1. A refundable holding deposit shall not exceed one week's proposed rent and shall be credited or promptly returned unless the applicant dishonestly supplied material information or withdrew without agreed cause.
2. An application, viewing or contract fee shall not exceed a published reasonable administrative cost and shall not be charged repeatedly for the same process.

Article 18 — Registration

1. A local authority may maintain a simple electronic register of rental dwellings, landlords, agents and safety compliance.
2. Registration confirms administration only and does not cure defective title or make an unlawful dwelling lawful.

CHAPTER III RENT AND OTHER PAYMENTS

Article 19 — Initial rent

1. Initial rent shall be freely agreed in Nakfa in a transparent market, subject to this Act and an exceptional stabilization measure lawfully made under Article 28.

2. A citizen or noncitizen shall not be required to contract in foreign currency merely because of nationality, employer or source of income.

Article 20 — Rent period and receipt

1. Unless agreed otherwise, rent is payable monthly on the date stated in the agreement.
2. The landlord shall provide an immediate receipt or reliable electronic record identifying the period and any balance.

Article 21 — Permitted charges

1. A tenant is liable only for rent, deposit, separately measured or fairly apportioned utilities, agreed optional services and another charge expressly authorized by Act.
2. Every charge shall be stated before agreement and supported by a bill, formula or service description.

Article 22 — Prohibited charges

1. Key money, unauthorized commission, viewing premium, mandatory currency conversion, unexplained administration charge and payment for a landlord's ordinary statutory duty are prohibited.
2. A prohibited payment is recoverable with interest and compensation for proven loss.

Article 23 — Rent increase

1. Rent may be increased no more than once in twelve months after at least ninety days' written notice.
2. The notice shall state the proposed rent, effective date, basis, comparable information where relied upon and right to challenge.

Article 24 — Challenge to increase

1. A tenant may ask the Tribunal to determine whether a proposed increase materially exceeds a reasonable market rent or is retaliatory, discriminatory or designed to force departure.
2. The existing rent continues until determination, and the Tribunal may phase an otherwise lawful exceptional increase to prevent severe hardship.

Article 25 — Reduction

1. Rent shall be reduced fairly for substantial loss of use, services or habitability not caused by the tenant.
2. The Tribunal may determine the amount and effective period and order repayment or credit.

Article 26 — Advance rent

1. A landlord shall not require more than one month's rent in advance for an ordinary monthly tenancy.
2. A tenant may voluntarily prepay a longer period after the tenancy is secured, but prepayment shall not waive statutory rights.

Article 27 — Late payment

1. Interest on overdue rent shall not exceed the lawful rate applicable to civil debts and accrues only after written notice.
2. A late fee shall reflect actual reasonable administrative cost and shall not operate as a penalty.

Article 28 — Exceptional rent stabilization

1. The National Assembly may authorize temporary, geographically limited rent stabilization upon published evidence of an acute housing emergency, displacement or market failure.
2. A measure shall state duration, covered dwellings, lawful return on maintenance and investment, hardship relief, review and expiry and shall not reproduce obsolete fixed tariffs indefinitely.
3. The President or a local authority shall not impose general rent control without express legislative authority.

CHAPTER IV SECURITY DEPOSITS

Article 29 — Maximum deposit

1. A security deposit shall not exceed one month's rent, except that a furnished dwelling may justify an additional amount not exceeding one-half month's rent.
2. A guarantor shall not be required where the maximum lawful deposit and reliable payment evidence reasonably protect the landlord, unless special risk is shown.

Article 30 — Deposit protection

1. The landlord shall place the deposit in a regulated trust account or approved deposit-protection system separate from personal funds.
2. The tenant shall receive the account or scheme information within fourteen days.

Article 31 — Interest

1. Interest or investment return earned on a cash deposit belongs to the tenant after reasonable scheme costs.
2. No term may permit the landlord to retain the return as ordinary income.

Article 32 — Permitted deductions

1. A deduction may cover unpaid rent, tenant-caused damage beyond fair wear, missing inventory and another proven contractual loss.
2. A deduction shall not cover ordinary aging, pre-existing defect, capital improvement or damage caused by the landlord's failure to repair.

Article 33 — Return and statement

1. Within fourteen days after possession ends, the landlord shall return the undisputed balance and an itemized statement with evidence.
2. The landlord bears the burden of proving a deduction, subject to the condition report.

Article 34 — Deposit dispute

1. A deposit scheme or the Tribunal shall provide rapid, low-cost determination.
2. The undisputed amount shall not be withheld while the remainder is contested.

CHAPTER V LANDLORD DUTIES AND TENANT REMEDIES

Article 35 — Delivery and quiet enjoyment

1. The landlord shall deliver lawful possession and protect the tenant's peaceful use against interference by the landlord or a person claiming through the landlord.
2. Sale, mortgage, family dispute or change of agent does not justify interruption of possession.

Article 36 — Habitability

1. The dwelling shall be structurally safe, weatherproof, ventilated, sanitary and supplied with lawful access, water, drainage and other services represented as available.
2. The standard shall be proportionate to dwelling type and locality but shall not fall below basic health and safety.

Article 37 — Repairs

1. The landlord is responsible for structure, common areas, fixed systems, serious defects and repairs not caused by tenant fault.
2. The tenant is responsible for ordinary cleanliness, minor consumables and damage caused intentionally or negligently by the tenant, household or guest.

Article 38 — Repair notice

1. The tenant shall give reasonable notice of a defect except where the landlord already knows or an emergency makes prior notice impossible.

2. The landlord shall acknowledge promptly and state the proposed action and timing.

Article 39 — Emergency repair

1. A dangerous loss of water, sanitation, security or essential service requires immediate reasonable action.
2. If the landlord fails to act, the tenant may arrange necessary proportionate work and recover or deduct documented reasonable cost after notice where practicable.

Article 40 — Other repair remedies

1. For material noncompliance the tenant may seek repair, rent reduction, reimbursement, damages, administrative enforcement or termination.
2. Rent withholding shall follow Tribunal order or a prescribed protected procedure so the amount remains available pending decision.

Article 41 — Utilities

1. A landlord shall not disconnect or impair an essential service to compel payment or departure.
2. Shared utility charges shall use an disclosed fair formula, and the underlying bill shall be available for inspection.

Article 42 — Entry

1. The landlord may enter for inspection, repair, valuation or showing after at least twenty-four hours' reasonable notice and at a reasonable time.
2. Immediate entry is permitted for genuine emergency, tenant consent or reasonable belief of serious danger.

Article 43 — Privacy and surveillance

1. The landlord shall respect privacy, correspondence, household life and personal data.
2. Surveillance shall not be installed inside a dwelling, and common-area security monitoring requires notice, necessity, proportionality and secure retention.

Article 44 — Locks and security

1. The landlord shall provide reasonably secure external doors and windows and control duplicate keys responsibly.
2. A lock shall not be changed to exclude the tenant except under court-supervised recovery of possession.

Article 45 — Pests and environmental hazards

1. The landlord shall address infestation, mold, contamination and another hazard arising from structure, common areas or conditions not caused by the tenant.
2. The tenant shall cooperate with safe treatment and prevent avoidable recurrence.

Article 46 — Insurance

1. The landlord is responsible for insurance of the structure where required or undertaken.
2. The tenant may insure personal property, but lack of tenant insurance does not excuse landlord fault.

CHAPTER VI TENANT DUTIES AND HOUSEHOLD RIGHTS

Article 47 — Payment and care

1. The tenant shall pay lawful rent when due and use the dwelling with reasonable care.
2. The tenant shall not intentionally or negligently damage the dwelling or common areas.

Article 48 — Lawful use and nuisance

1. The tenant shall use the dwelling principally as agreed and shall not conduct serious unlawful activity from it.
2. Ordinary household life, children, guests, cultural practice and reasonable home work are not nuisance without substantial and unreasonable interference.

Article 49 — Household members

1. A spouse, child, dependent, caregiver or other genuine household member may reside with the tenant subject to reasonable occupancy and safety limits.
2. A landlord shall not impose a separate rent merely for birth, marriage, adoption or addition of a necessary caregiver.

Article 50 — Guests

1. The tenant may receive guests for reasonable periods consistent with safety and the tenancy's residential character.
2. A rule designed to isolate the tenant or control private associations is unenforceable.

Article 51 — Alterations

1. A material alteration requires landlord consent, which shall not be unreasonably withheld for a reversible improvement.
2. A disability-related modification shall be considered under equality law, including restoration terms and available assistance.

Article 52 — Subletting and assignment

1. The tenant may request consent to sublet or assign, and consent shall not be arbitrarily or discriminatorily withheld.
2. The original tenant remains liable unless released by agreement or law.

Article 53 — Home enterprise

1. A quiet, lawful home enterprise not materially increasing risk, traffic or utility demand is permitted unless reasonably restricted by agreement or planning law.
2. A landlord may require compliance with insurance, licensing and safety obligations reasonably connected to the activity.

Article 54 — Tenant association

1. Tenants may organize, meet peacefully and communicate about housing conditions and common interests.
2. A landlord shall not interfere, penalize or refuse renewal because of lawful association.

CHAPTER VII DURATION, TERMINATION AND SUCCESSION

Article 55 — Fixed and periodic tenancy

1. A tenancy may be for a fixed term or periodic, and a fixed tenancy becomes monthly periodic if occupation continues with landlord acquiescence after expiry.
2. No tenancy shall lose statutory protection merely because its written term expired.

Article 56 — Tenant termination

1. A tenant may terminate a monthly tenancy on at least thirty days' notice and a longer-period tenancy on notice equal to one rent period, not exceeding ninety days.
2. A fixed tenancy may be terminated for material landlord breach, serious habitability failure, domestic violence, necessary relocation or another prescribed just cause on fair terms.

Article 57 — Landlord grounds

1. The landlord may seek termination for serious rent arrears, substantial breach, serious nuisance or damage, unlawful use, genuine owner or close-family occupation, sale requiring vacant possession where lawfully agreed, demolition or major reconstruction, or withdrawal from rental use.
2. Every ground shall be genuine, evidenced and proportionate, and possession requires a Tribunal or court order.

Article 58 — Rent-arrears notice

1. Before seeking possession for arrears, the landlord shall give a written statement and at least thirty days to pay or propose a reasonable plan.
2. The Tribunal may preserve the tenancy where arrears are cured or a reliable payment plan fairly protects the landlord.

Article 59 — Breach notice

1. A remediable non-rent breach requires specific written notice and reasonable opportunity to cure.
2. Immediate proceedings are permitted only for grave danger, violence or deliberate serious illegality.

Article 60 — Owner occupation

1. Possession for owner or close-family occupation requires at least ninety days' notice and evidence of genuine need and intention.
2. The dwelling shall not be relet for twelve months without changed circumstances accepted by the Tribunal, failing which the former tenant may claim compensation.

Article 61 — Demolition and major work

1. Possession for demolition or work requires planning or building authority, finance and a project that cannot reasonably proceed with the tenant in occupation.
2. The tenant shall receive at least one hundred twenty days' notice, reasonable relocation assistance where required and a right of first offer after completion where practicable.

Article 62 — Sale and succession of landlord

1. Sale, gift, mortgage enforcement or death of the landlord does not by itself terminate the tenancy.
2. The successor assumes landlord duties and shall notify the tenant of identity and payment instructions.

Article 63 — Death or departure of tenant

1. A spouse, partner, child, dependent or long-term household member residing in the dwelling may succeed once to the tenancy where reasonably able to perform it.
2. Competing claims shall be resolved by household connection, vulnerability, caregiving, children and fairness.

Article 64 — Domestic violence

1. A victim may terminate, change locks or seek removal of an abusive household member under a confidential expedited procedure.

2. The victim is not liable for future rent after lawful termination or for damage caused solely by the perpetrator beyond rules of civil responsibility.

Article 65 — Abandonment

1. The landlord may recover apparently abandoned premises only after reasonable inquiry, notice and an expedited Tribunal order unless keys were surrendered unequivocally.
2. Temporary absence for work, health, education, caregiving, national service or displacement is not abandonment by itself.

CHAPTER VIII EVICTION AND RECOVERY OF POSSESSION

Article 66 — No self-help eviction

1. A landlord shall not recover possession by force, threat, lockout, utility disconnection, removal of belongings or harassment.
2. A purported contractual authorization of self-help is void.

Article 67 — Possession order

1. Possession may be recovered only under a final order of the Tribunal or competent court executed by an authorized officer.
2. The order shall identify the ground, occupants, dwelling, compliance conditions and execution date.

Article 68 — Proportionality

1. Where a public body is landlord or eviction would seriously affect children, disability, age or another vulnerability, the decision-maker shall assess proportionality and available lawful mitigation.
2. Hardship may justify reasonable timing or conditions but shall not permanently deprive a private landlord of lawful possession without legal authority and compensation.

Article 69 — Execution safeguards

1. Execution shall occur during daylight with notice, identification, inventory and reasonable opportunity to remove belongings.
2. Violence, destruction, humiliation and eviction during dangerous weather or immediate medical crisis are prohibited except to avert greater danger.

Article 70 — Tenant property

1. Property left behind shall be inventoried, protected and made available on reasonable notice.

2. After prescribed notice, perishable or low-value property may be disposed of and other property sold, with net proceeds held for the tenant.

CHAPTER IX

TRIBUNAL, ENFORCEMENT AND REMEDIES

Article 71 — Residential Tenancies Tribunal

1. An independent Residential Tenancies Tribunal is established to determine disputes under this Act through accessible and prompt procedure.
2. Members shall possess legal, housing, valuation, building and community expertise and protected impartiality.

Article 72 — Jurisdiction

1. The Tribunal may determine rent, deposit, repair, access, discrimination-related housing remedies, termination, possession, retaliation and statutory compensation.
2. A constitutional question or claim beyond jurisdiction may be transferred to the competent court without restarting unnecessarily.

Article 73 — Procedure

1. Procedure shall be simple, proportionate, multilingual where necessary and available in person, remotely and through assisted filing.
2. The Tribunal may receive reliable documentary, oral, photographic, digital and inspection evidence without unnecessary formality.

Article 74 — Mediation

1. Voluntary mediation shall be offered where safe and suitable.
2. Mediation shall not delay urgent repairs, protection from violence or unlawful eviction.

Article 75 — Interim orders

1. The Tribunal may urgently restore possession or services, restrain harassment, preserve a deposit, order access for repair or suspend unlawful action.
2. An interim order shall be promptly reviewable with both parties heard.

Article 76 — Remedies

1. The Tribunal may order performance, repair, rent reduction, repayment, deposit release, compensation, lawful possession and reinstatement.
2. A remedy shall be effective and proportionate and may include aggravated compensation for deliberate lockout, retaliation or repeated violation.

Article 77 — Appeal

1. A final Tribunal decision may be appealed to the competent court on law, material fact and procedural fairness as prescribed.
2. An appeal does not automatically stay urgent safety, service-restoration or undisputed-payment orders.

Article 78 — Inspection

1. An authorized housing officer may inspect common areas and, with consent, warrant or emergency authority, a dwelling.
2. Inspection shall respect privacy, give identification and produce a written record and compliance route.

Article 79 — Compliance order

1. A local authority may order repair, hazard removal, information correction or cessation of unlawful rental practice after notice and hearing.
2. Emergency action shall be limited to imminent danger and subject to prompt independent review.

Article 80 — Criminal referral

1. Evidence reasonably indicating deliberate unlawful eviction, repeated utility disconnection, deposit conversion, material record falsification, obstruction of lawful inspection or retaliation involving threat or violence shall be referred for investigation where the conduct may constitute an offence under the Penal Code or another Assembly Act.
2. Ordinary rent or repair disputes are civil matters unless the conduct satisfies the elements of an offence defined and classified by the Penal Code or another Assembly Act.

CHAPTER X ADMINISTRATION, TRANSITION AND FINAL PROVISIONS

Article 81 — Rental housing information service

1. The responsible Ministry shall publish model agreements, rights, duties, market information, forms, decisions and service standards.
2. Assisted access shall be available for persons without internet, literacy or formal documentation.

Article 82 — Digital rental platform

1. Government may provide an optional platform for agreements, deposit protection, notices, receipts, repairs and Tribunal filing.

2. Use shall not be mandatory unless equivalent offline access exists and data are protected under law.

Article 83 — Automated systems

1. Automated tools may assist market analysis, case triage and document preparation but shall not make a final eviction, discrimination, rent or penalty decision.
2. A materially relied-upon system shall be documented, tested, explainable and subject to human review and correction of data.

Article 84 — Market monitoring

1. The responsible Ministry shall publish anonymized information on rents, vacancies, construction, disputes, evictions and habitability.
2. Monitoring shall identify housing emergencies and discriminatory effects without publishing unnecessary personal information.

Article 85 — Public and social housing

1. Public and social housing providers shall use transparent eligibility, rent, waiting-list, transfer and termination rules.
2. Subsidy and public ownership do not remove due process, habitability or protection against arbitrary eviction.

Article 86 — Existing tenancies

1. An existing tenancy continues and shall be brought into administrative conformity with this Act within six months without requiring a new rent or surrender of accrued rights.
2. A legacy fixed tariff remains temporarily payable until lawful agreement, Tribunal determination or prescribed transition, but not longer than twelve months after commencement.

Article 87 — Pending proceedings

1. A pending dispute continues before the competent body and may be transferred to the Tribunal where this improves justice and efficiency.
2. A final lawful judgment remains enforceable, subject to constitutional execution safeguards.

Article 88 — Repeal

1. Proclamation 27/1992, Legal Notice 94/2004 and inconsistent residential rent-control instruments are repealed upon full commencement of this Act.
2. Repeal does not validate an unlawful payment, eviction or administrative decision or extinguish an accrued claim.

Article 89 — Regulations

1. The President or responsible Minister may, within express constitutional and statutory authority and after consultation, make regulations on forms, deposits, safety, notices, registration, special housing, fees and Tribunal administration.
2. Regulations shall not impose general rent control, authorize eviction without order, remove court review, create a tax or reduce a mandatory protection without express authority.

Article 90 — Commencement

1. Chapters I, VIII, IX and X commence upon publication in the Gazette.
2. The remaining Chapters commence six months after publication or on an earlier date appointed after the Tribunal and deposit system are operational.

Made at Asmara, this ____ day of _____ 2026.

THE NATIONAL ASSEMBLY OF ERITREA