

Real Estate Law in Tunisia

The right to own real property is guaranteed by the law of the Republic of Tunisia.

➤ *Land conservation, "blue titles" and "Arab titles"*

We distinguish two types of Tunisian Real Estate property titles, commonly called "blue title" in one hand and "Arabic title" in the other.

The "blue title", also called "land title" corresponds to title issued by the administration of land conservation, commonly known as "land conservation". It ensures total protection of property against all types of theft. Owned only, by the one whose name appears on the title deed.

In case of death, a procedure ensures the protection of beneficiaries.

It is necessary to produce a civil extract of death, a notarial deed of death where the name of beneficiaries and birth certificate of each heir is mentioned. In case of refusal of rights transcription to heirs from administrative services for land conservation, a procedure for contesting can be resorted nearby the property Court to overcome these difficulties.

The "Arabic title" is either an authentic deed that is to say written by a notary so a deed under private seal, but in both cases, is not registered to the conservation of land and therefore it is not necessarily legally protected. The real estate subject to "Arabic title" can be acquired by prescription.

The Tunisian real estate law provides a procedure to transform the "Arabic title" to "blue titles." The procedure is expensive and can take several years.

➤ *Acquisition and ownership*

Real estate properties shall be acquired in Tunisian law by contract, succession or prescription.

By **contract**, we acquire freely any kind of real estate for residential purposes or in joint ownership. Only acquisition of property located in Tunisia by non-Tunisian nationalities persons must be a prior administrative authorization (approval of the Governor).

Becomes the owner by **prescription**, who has a building for fifteen years as owner, quiet possession, public, continuous and unambiguous.

This period is reduced to 10 years when possession is acquired in good faith and on the basis of a legal act which would have transferred ownership if it came from the real owner.

Between *heirs* and *co-owners*, the duration of the prescription is estimated to 30 years.

Very important note, it is possible to acquire property by **prescription** only for estates which are not registered in the land conservation ("blue title").

It is also possible to acquire real property by way of inheritance that includes inheritance, gift and testament.

The **Tunisian real estate law** recognizes the owner the exclusive right to use his property, enjoy and dispose. Ownership of land prevails ownership of the top and bottom of this land. The owner of the thing is entitled to all the fruits and products of this thing and what it incorporates.

No one may be forced to sell his property except in cases provided by law (expropriation for public utility), subject to fair compensation.

When two or more persons own the same building without physical determination of the share of each one, they are in a state of joint possession of said estate.

The shares of owners are presumed equal unless proven otherwise.

Each **co-owner** may assign his share, mortgage and dispose without charge.

Each **co-owner** shall, in proportion to its share bears costs related to the commonplace and the costs of administration and operations.

Each **co-owner** has the right to coerce others to help him, in proportion to their share, in expenses necessary to maintain the commonplace and maintain in good order the use for which it is intended.

The decisions of the majority of **co-owners** oblige the minority to respect the administration and enjoyment of the commonplace, provided that the majority reaches three quarters of interests that are the subject of ownership. If the majority does not reach three-quarters, each **co-owner** may resort to the court.

However, the majority decisions do not oblige minority when it comes to acts of disposition (sale or mortgage).

In addition, no one may be compelled to remain in joint ownership; each co-owner can always provoke sharing notwithstanding any contrary clause.