

The New Regulation of Seasonal Rentals and Room Rentals in Catalonia

On 1 January 2026, [Law 11/2025, of 29 December](#), on housing and urban planning measures, came into force, introducing significant changes to the rental regime in Catalonia. This regulation amends [Law 18/2007, of 28 December](#), on the right to housing, and directly affects landlords, tenants, and large property holders.

The reform has two main objectives: to more precisely define the scope of seasonal rentals within the housing rental framework, and to strengthen market control mechanisms, particularly in [stressed residential market areas](#).

This article analyses the main changes introduced by this law and their practical implications.

WHAT IS A SEASONAL RENTAL UNDER THE NEW LAW?

Law 11/2025 establishes that a seasonal rental is one that temporarily meets a person's housing needs. This concept is broader than it might seem, and refers to contracts signed for:

- Professional or work-related reasons
- Study purposes
- Medical care or treatment
- Temporary situations (awaiting delivery of a property, returning to a permanent residence)
- Other analogous uses

The key element is that these rentals meet a housing need, even if temporary. This is the main distinction from holiday rentals.

The exception: holiday rentals

The law expressly excludes from this category rentals with an exclusively recreational, holiday, or leisure purpose. These contracts are governed by the rules on rentals for purposes other than housing under the [Urban Leases Act \(LAU\)](#).

In such cases, both the holiday purpose and the tenant's permanent place of residence must be stated in the contract.

Obligation To Justify And Prove Temporariness

One of the most significant changes introduced by the law is the obligation to document the reason for the seasonal rental. This justification must:

- Be expressly stated in the contract
- Be supported by specific documentation (employer certificate, university enrolment, medical report, etc.)
- Be deposited together with the security deposit in the relevant registry, along with documentation proving the temporary nature of the contract.

The consequence of failing to properly document the temporariness is clear: the contract may be treated as a standard residential tenancy agreement, **subject to the regime provided for this type of contract under the Urban Leases Act**.

In this regard, it should be noted that the duration of the rental contract may be freely agreed by the parties. However, when the duration is less than five years — or less than seven years if the landlord is a legal entity — the contract will be automatically extended by annual periods until that minimum duration is reached, unless the tenant notifies the landlord, at least thirty days before the end of the contract or any of its extensions, of their intention not to renew it. This is established by [Article 10.1 of the Urban Leases Act \(LAU\)](#).

APPLICATION OF RENT LIMITS IN STRESSED AREAS

One of the most significant developments is that seasonal rentals (except holiday rentals, i.e. those with an exclusively recreational, holiday or leisure purpose) are subject to the same rules as standard residential tenancies regarding:

- Determination of the initial rent
- Rent updates
- Rent increases for improvements
- Security deposits and additional guarantees
- Allocation of general expenses and individual services

This means that, in [stressed residential market areas](#), seasonal rentals must comply with the **same rent containment limits** as all other residential rental contracts.

In practice, this means the **Reference Rental Price Index** must also apply, which serves as the criterion for determining the maximum applicable rent in these areas.

PROHIBITION ON CHAINING SUCCESSIVE SEASONAL CONTRACTS

The law introduces specific mechanisms to prevent the abusive use of successive seasonal contracts. Two scenarios are distinguished:

In case of contract extension

The tenant must prove that:

- The temporary reason persists
- Their permanent residence remains elsewhere

If they cannot prove this, the contract will automatically convert into a standard residential tenancy from the date of the original contract, with the 5 or 7-year term and the corresponding [extension system](#) applied.

In case of a new contract between the same parties

If, once a seasonal contract ends, a new one is signed between the same parties for the same property, this new contract will be subject to the permanent residential tenancy regime, unless the continuing circumstances that justified the temporary need are duly proven.

This measure aims to prevent the practice of indefinitely renewing seasonal contracts without a genuine reason.

ROOM RENTALS: NEW SPECIFIC REGULATION

[Law 11/2025](#) introduces for the first time a specific regulation of room rentals in Catalonia, defining it as the contract by which the tenant is granted:

- Exclusive use of a room in the property
- The right to use other common areas or spaces
- In exchange for a price

Habitability requirements

Room rentals must comply with the habitability conditions established by sector regulations, in particular:

- Minimum floor area standards per person
- Maximum occupancy thresholds
- Requirements reflected in the habitability certificate

The law expressly states that renting by rooms does not alter the residential nature of the rental or exclude the application of its protective rules.

Specific rent cap in stressed areas

[In stressed residential market areas](#), a specific cap is established for room rentals:

When several room rental contracts are simultaneously in force in the same property, the total sum of all agreed rents must not exceed the maximum rent that would apply if the property were rented as a whole.

This rule prevents the fragmentation of a property's rental in order to circumvent established rent caps.

LARGE PROPERTY HOLDERS: EXPANSION OF RIGHT OF FIRST REFUSAL AND REDEMPTION

The law significantly expands the right of first refusal and redemption of the Generalitat de Catalunya over property transfers.

Scope of application

This right applies to transfers of any property located in declared stressed residential market areas when owned by a registered [large property holder legal entity](#).

Exceptions to the right of first refusal and redemption

The right of first refusal and redemption does not apply to:

- Transfers of newly constructed or substantially rehabilitated properties carried out within the year following the granting of the habitability certificate
- First transfers of new-build properties between companies in the same group with the same corporate purpose or similar real estate activity

Permanent classification as social housing (VPO)

Properties acquired by the Generalitat through the exercise of the right of first refusal and redemption must be permanently classified as general-regime officially protected housing.

This measure aims to mobilise housing by permanently adding it to the public housing stock.

REGISTRY OF LARGE PROPERTY HOLDERS

The law creates the Registry of Large Property Holders, with mandatory registration for those who meet the established requirements.

Transitional obligation

Until the regulations formally governing the Registry come into force, legal entities wishing to transfer properties located in a stressed residential market area must declare whether they are large property holders.

If they declare they are not large property holders, they must provide a registry certificate proving the number of properties they own at the time of signing the deed of sale.

Reduction in validity of registration in the VPO applicant registry

The law reduces the validity of registration in the Registry of applicants for officially protected housing to two years, subject to renewal.

RENTAL CONTRACT SUPERVISION COMMITTEE

A Rental Contract Supervision Committee is established, with the following functions:

- Supervision of the rental market
- Special oversight of digital intermediation platforms
- Monitoring compliance with regulations

This body strengthens the instruments for market control and discipline.

WHAT DOES THIS REGULATION MEAN IN PRACTICE?

The entry into force of Law 11/2025 brings significant changes that affect each party differently:

For landlords

- It is essential to document the temporary purpose of the contract.
- Seasonal contracts are subject to rent limits in stressed areas.
- Chaining contracts without a genuine reason may convert them into indefinite tenancies.
- Large property holders must comply with specific registration and disclosure obligations.

For tenants

- Greater protection against the abusive use of seasonal contracts.
- Guarantee that seasonal contracts respect rent limits in stressed areas.
- Automatic conversion to an indefinite tenancy if temporariness is not properly documented.

For large property holders

- Obligation to register in the Registry of Large Property Holders.
- Subject to the Generalitat's right of first refusal and redemption when transferring properties in stressed areas.
- Increased oversight and supervision of their activity.

CONCLUSION

[Law 11/2025](#) represents a substantial change in the regulation of the rental market in Catalonia. The new legislation more precisely defines the concept of seasonal tenancy, imposes documentary proof obligations, extends rent limits to seasonal contracts in stressed areas, and strengthens control mechanisms over large property holders.

Its practical application will require significant adaptation on the part of both landlords and tenants and sector professionals, particularly with regard to the documentary justification of temporariness and compliance with rent limits.

The effectiveness of these measures will depend largely on the clarity with which they are applied and the control mechanisms implemented to ensure compliance.