

## Housing emergency measures in the context of the Iran war

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The housing emergency measures approved by Royal Decree-Law 8/2026 introduced urgent changes in relation to habitual residence rental agreements. Among them, it included an extraordinary extension of up to two years for certain contracts and a 2% limit on the annual rent update.

However, the regulation was later repealed by the Congress of Deputies, which means that its measures are no longer generally in force.

If you want to know what consequences this repeal had, check them here.

*Royal Decree-Law 8/2026 was published in the BOE on 21 March 2026, entered into force on 22 March 2026 and was repealed by Resolution of the Congress of Deputies of 28 April 2026, published in the BOE on 30 April 2026. Therefore, this decree can no longer be invoked to request a new extraordinary extension or to apply the 2% limit to rent updates after its repeal.*

*This article should be read for historical and informational purposes. Its usefulness focuses, above all, on cases in which the extension, request or rent update had taken place during the period in which the decree was in force. Situations arising during that period must be analysed on a case-by-case basis.*

### WHAT WERE THE HOUSING EMERGENCY MEASURES OF RDL 8/2026?

[Royal Decree-Law 8/2026, of 20 March](#), was an urgent regulation approved by the Council of Ministers in response to the housing crisis and the increase in costs associated with the Iran war.

According to the explanatory memorandum of the decree, the conflict had caused a significant increase in energy prices and could have a relevant impact on inflation in the short term. In this context, the Government intended to prevent the CPI or other reference indexes from causing excessive increases in rental contracts, as had already happened during the Ukraine war in 2022.

Added to this factor was the fact that in 2026 many contracts signed in previous years were due to expire and that rental prices had continued to rise cumulatively in much of the territory. The decree sought to prevent the cost of rent, together with basic expenses and utilities, from exceeding 30% of the average income of households.

However, as it was not ratified by the Congress of Deputies, the decree was repealed and ceased to form part of the current regime governing urban leases.

### ARTICLE 1: Extraordinary extension within the housing emergency measures

The first measure introduced by the decree was an extraordinary extension of up to two years for certain habitual residence rental contracts.

### Which contracts were covered during the period in which the decree was in force?

In order to benefit from this extraordinary extension, the contract had to meet the following conditions:

<b>Requirement</b>	<b>Detail</b>
<b>Type of contract</b>	Habitual residence lease subject to the LAU (Law 29/1994)
<b>Validity</b>	The contract had to be in force on 22 March 2026, the date on which the decree entered into force.
<b>Expiry date</b>	The mandatory extension period under article 9.1 LAU or the tacit extension period under articles 10.1 and 10.2 LAU had to end before 31 December 2027, or the tacit extension period provided for in articles 10.1 and 10.2 of the LAU had to end.

#### **How did this extension work? Who requested it?**

The extension was not automatic. It had to be requested by the tenant from the landlord. If the requirements set out in the decree were met, the landlord was obliged to accept it. The contract was extended for annual periods, with a maximum of two additional years, and the same conditions of the original contract were maintained.

After the repeal, this extraordinary extension can no longer be requested on the basis of Royal Decree-Law 8/2026. The relevant issue is limited to cases in which the request or acceptance had taken place during the period in which the regulation was in force.

#### **Could the landlord refuse it?**

During the period in which the decree was in force, the landlord could only refuse the extension in the following cases:

- The parties had agreed on different conditions or had signed a new contract.
- The owner had notified, within the deadlines of article 9.3 of the LAU, their need to recover the property for their own or family use.
- Landlord and tenant agreed to renew or enter into a new contract with a rent lower than that provided for in the current contract.

In addition, the extraordinary extension provided for in the decree was incompatible with the three-year extension under article 10.3 of the LAU. If both could apply, the extension under article 10.3 of the LAU had priority.

#### **ARTICLE 2: Housing emergency measures and the 2% rent limit**

The second measure affected habitual residence rental contracts whose rent had to be updated during the period in which the decree was in force. The original wording provided that the extraordinary regime would extend until 31 December 2027, but the subsequent repeal prevented the measure from continuing to produce general effects until that date.

For this reason, it cannot currently be said that there is a general 2% limit arising from this decree. This limit must only be analysed in relation to updates or situations that occurred while Royal Decree-Law 8/2026 was in force.

**How was this limit applied? Were there differences depending on the type of owner?**

The decree distinguished between two situations depending on whether or not the owner was a large-scale landlord, under the terms of the applicable regulations:

Type of landlord	Can they agree on an increase?	Maximum limit
<b>Large-scale landlord</b>	Yes, but the 2% limit applied in any case, whether or not there was an agreement between the parties.	Always 2%, while the decree was in force.
<b>Private owner, not a large-scale landlord</b>	Yes, they could negotiate and agree on a different increase.	2% only if there was no agreement between the parties, while the decree was in force.

**PRACTICAL IMPLICATIONS FOR TENANTS AND OWNERS**

**FOR THE TENANT**

- They may request up to two more years of contract under the same conditions.
- The rent increase may not exceed 2% until the end of 2027, except where the landlord is not a large-scale landlord and there is an agreement between the parties, in which case it could be higher than 2%.
- The request for an extension binds the owner, except in limited exceptions.
- The measure applies whether the owner is an individual or a legal entity.

**FOR THE OWNER**

- They are obliged to accept the extension if the tenant requests it.
- If they are a large-scale landlord, the 2% limit applies even with an agreement between the parties.
- They may recover the property if they prove their own or family need (art. 9.3 LAU).
- If they negotiate a new contract with a lower rent, the extension cannot be required.

**THE CONTEXT: WHY WAS IT APPROVED AND HOW WAS IT SIMILAR TO THE UKRAINE WAR MEASURE?**

This is not the first time that the Government has used a decree-law to limit rent increases in a context of energy inflation. In 2022, in response to the Ukraine war, an equivalent measure was approved that also set a 2% limit on rent updates.

The logic of Royal Decree-Law 8/2026 was similar: in periods in which the CPI rises sharply due to external causes, such as energy, raw materials or supply chains, the usual reference indexes may cease to adequately reflect the reality of the residential market. The decree sought to temporarily disconnect lease contracts from that volatility.

Likewise, the explanatory memorandum referred to the refusal of several autonomous communities to declare stressed residential market areas, which, according to the Government, had prevented the application of certain price controls provided for in the 2023 Housing Law. The decree sought to temporarily make up for that situation with a nationwide measure, but ultimately did not pass the parliamentary ratification procedure.

**CONCLUSIONS ON THE HOUSING EMERGENCY MEASURES**

1. Royal Decree-Law 8/2026 entered into force on 22 March 2026, but was repealed by Resolution of the Congress of Deputies of 28 April 2026, published in the BOE on 30 April 2026.
2. Its measures are no longer generally in force and cannot currently be used to request new extraordinary extensions or to apply the 2% limit to updates after the repeal.
3. During its period of validity, the decree allowed tenants to request an extraordinary extension of up to two years for certain habitual residence contracts that met the established requirements.
4. During its period of validity, it also limited certain rent updates to 2%, especially in the case of large-scale landlords.
5. In the case of landlords who were not large-scale landlords, the parties could agree on a different increase; if there was no agreement, the 2% limit applied while the decree was in force.
6. Situations requested, accepted or applied during the period in which the decree was in force must be analysed on a case-by-case basis, taking into account the dates and the existing documentation.
7. After the repeal, contracts are once again governed by the LAU, by what has been agreed in the contract and by the applicable regulations in force at any given time.