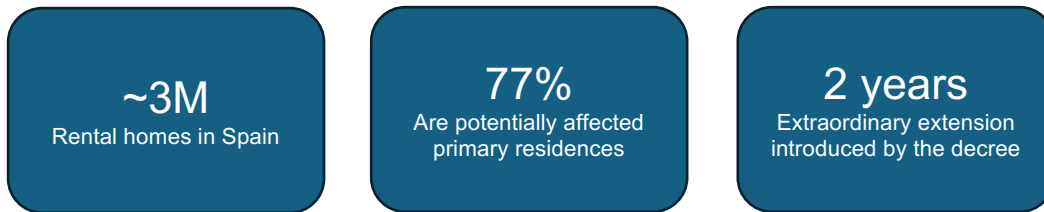


THE REPEAL OF RDL 8/2026: WHO DOES IT AFFECT AND WHO DOES IT NOT AFFECT IN RENTAL CONTRACTS?

The repeal of RDL 8/2026 has created uncertainty among landlords and tenants regarding the application of the extraordinary extension of rental contracts. Although Royal Decree-Law 8/2026 introduced a two-year extension, its failure to be ratified by Congress has changed the regime applicable to many contracts. Landlords and tenants are asking the same question: does this extension remain effective, or has it become invalid?

There is no single answer. It depends on the exact date on which each contract expired and whether the tenant acted in time.



CONTEXT – WHAT DID THE DECREE SAY AND WHY DID IT LAPSE?

RDL 8/2026 added, on top of the ordinary extensions already provided for under the [Urban Leases Act \(LAU\)](#), a further two years of mandatory extension for primary residence contracts scheduled to end before 31 December 2027. The stated objective was to limit the excessive burden of rental costs on household budgets by establishing extraordinary measures so that housing expenditure would not exceed 30% of average household income.

As it was not ratified by Congress, the decree ceased to be in force. However, the legal effects it produced during the period in which it was in force do not automatically disappear for everyone: some situations had already become established, while others simply never arose.

The key issue is not whether the contract was in force while the decree existed, but whether its expiry occurred within that period.

WHAT HAPPENED STEP BY STEP

20 Mar. 2026

- Entry into force of RDL 8/2026.
- From this date, tenants whose contracts expired during the period in which the decree was in force could request the extraordinary two-year extension.

Period in force

- Application window.
- Only tenants who requested the extension in a verifiable manner—burofax or registered letter— while the rule was in force may benefit from the decree.

Publication in the BOE

- Failure to ratify — the decree lapses.
- Congress does not ratify the decree. Its repeal is published in the BOE. From this point onwards, the extraordinary extension can no longer be invoked.

After the repeal

- Return to the ordinary LAU regime.
- Contracts that expire from this point onwards are governed by Articles 9.1 and 10.1 of the LAU: a mandatory extension of up to five or seven years and a tacit extension of up to three additional years.

WHO IS AFFECTED BY THE REPEAL OF RDL 8/2026?

The repeal of RDL 8/2026 results in the following situations for rental contracts:

- a) The rule is repealed from the moment it fails to be ratified as regards its future validity; in other words, it ceases to be in force from that moment.
- b) Effects on contracts during the period in which it was in force and until its repeal:
 - RDL //2026 was fully applicable from 22 March 2026, the date on which it entered into force, until 30 April 2026, the date on which the repeal resolution was published in the BOE.
 - It produced valid legal effects during that period in relation to contracts that expired during that period of validity.
- c) With regard to contracts that expired after ratification:
 - The extraordinary extension cannot be invoked, since the applicable regime is that of the LAU. These contracts therefore fall outside the exceptional regime, even if the extension had been requested during the period in which RDL 8/2026 was in force.

There are three groups of contracts, and their situations are completely different:

- **Protected:** Tenants whose contracts expired between 22 March and the date of the repeal and who requested the extension in a verifiable manner during that period. Their extension has become established, and the decree continues to apply to them.
- **Not protected:** Contracts whose expiry date is later than the date on which the repeal was published. The decree does not apply to them, even if the contract was in force during the period in which the decree was valid.
- **Grey area:** Contracts that expired during the period in which the decree was in force, but whose tenants did not request the extension in time. Without that verifiable request, there is no extension. The decree requires the tenant to make an express request while it is in force; the request cannot be made afterwards.

A contract that expired in February 2026 cannot benefit from the decree, even if the tenant requests it in April. The decree applies only to contracts whose expiry occurred during the period in which it was in force.

FREQUENTLY ASKED QUESTIONS AFTER THE REPEAL

What does the repeal of RDL 8/2026 mean for tenants?

No. The request should have been made while the decree was in force. Requesting it afterwards has no legal effect.

My contract expired while the decree was in force, but I did not request the extension. Can I do so now?

No. The rule is no longer in force. The request had to be submitted during the period in which the decree was in force. The right to request this extraordinary extension has expired.

If I correctly requested the extension while the decree existed, is it still valid?

Yes. That legal situation has become established. The subsequent repeal does not affect extensions that had already been agreed under the rule in force at that time.

Can the landlord refuse the extension even though the decree requires them to grant it?

Only in the specifically established circumstances: if the landlord gave four months' notice that they needed the property for their own use, if a new contract has been signed, or if the property is located in a stressed housing market area—in which case Article 10.3 of the LAU applies with priority—.

Are legal disputes expected?

It is highly likely. Some tenants may refuse to leave the property when the contract expires, forcing the landlord to begin eviction proceedings. This will increase landlords' distrust and further reduce the supply of rental housing.

PRACTICAL GUIDE – HOW SHOULD EACH PARTY ACT?

If you are a tenant

- Check the exact expiry date of your contract and whether it falls within the period in which the decree was in force.
- If you requested the extension in time and in a verifiable manner, keep the supporting documentation—the acknowledgement of receipt for the burofax or registered letter—.
- If you did not request it, your contract is now governed by the ordinary LAU regime.

If you are a landlord

- Check whether the contract expired during the period in which the decree was in force.
- If the tenant claims the extension for a contract that expires after the repeal, reply in writing that the request has no legal basis.
- If you need to recover possession of the property, make sure that you notified the tenant of this need at least four months in advance, in accordance with Article 9.3 of the LAU.

In both cases, any relevant communication must be made by means that provide verifiable proof: burofax with acknowledgement of receipt or registered letter.

CONCLUSION

The decree lapsed, but it did not erase what had already happened. Tenants who acted correctly while it was in force have an established extension that no landlord may ignore. Those who did not—or whose contracts expire after the repeal—are subject to the ordinary LAU regime. In the

meantime, the market continues to suffer the consequences of legal uncertainty that has been driving landlords away from the rental market for years.