Korea's Housing Lease Protection Act — Easy Guide

A plain-English summary for foreign students and workers renting a home in Korea

Who is this for? If you rent a room, officetel, or apartment in Korea (전세 or 월세), this law protects you as a tenant — even if you are not Korean. This guide explains, in simple terms, what rights you have and what steps you should take to protect your deposit money.

1. Purpose of the Act

Why this law exists

- The Housing Lease Protection Act (주택임대차보호법) is a special law that protects tenants renting a home to live in. It works together with the general Civil Act, but gives extra protection so that people's housing and deposit money are secure (Act, Art. 1).

Important rule: even if your rental contract says something different, if that contract term is worse for you (the tenant) than what this law guarantees, that unfair term is legally invalid — the law's protection still applies (Act, Art. 10). However, a contract term isn't automatically cancelled just because it differs from the law — it's only invalid if it actually makes things worse for the tenant (Supreme Court, 1995.10.12., case 95Da22283).

2. Who and What This Law Covers

Who is protected (tenant eligibility)

Type of tenant	Explanation
Korean individuals	Since this law is meant to protect residents' housing stability, in principle only people who hold Korean nationality are automatically covered (Act, Art. 1).
Foreigners & overseas Koreans	If you are a foreigner who rents housing, you **can** get the same protection — but only if you complete **Alien Registration** and report your change of residence (a step similar to Korean "Jeonip-singo" 전입신고). Doing this is what gives you the same legal protection as a Korean tenant (Regulation Immigration Control Act Art. 31, 88-2(2); Supreme Court 2016.10.13., case 2015Da14136).
Companies (legal entities)	- Normally, a company (rather than an individual) that signs a lease is **not** protected by this law, because a company cannot personally complete resident registration, and an employee's personal registration doesn't count as the company's (Supreme Court 1997.7.11., case 96Da7236). - Exception: Korea Land & Housing Corporation (LH) and certain public housing corporations are covered (Act Art. 3(2); Enforcement Decree Art. 2). - Exception: If a registered small/medium-sized company rents housing for an employee to live in, and that employee moves in and completes resident registration, protection starts from the day after registration. If the employee changes, protection continues once the new employee registers (Act, Art. 3(3)).

What kind of housing is covered

- This law applies to any residential building — the whole building or just part of it — rented for someone to live in. It still applies even if part of that space is also used for something else, like a small home office (Act, Art. 2).
- It also applies to "unregistered jeonse" contracts — a large lump-sum deposit lease where no separate jeonse right was registered at the registry office (Act, Art. 12).
- It does **not** apply if the rental is clearly meant only for very short-term/temporary use, such as a short vacation stay (Act, Art. 11).

3. Your Two Key Protections: "Opposing Power" & "Priority Repayment"

"Opposing power" (대항력) — the right to keep living there

- **What it means:** Even if the landlord sells the property, or someone else takes over rights to it, "opposing power" lets you legally insist on your lease terms against that new owner or any other interested third party (Act, Art. 3(1)).
- **How you get it — two simple steps:**

Step	What you must do
① Move in	You must actually take physical possession of the home — move your belongings in and start living there (Act, Art. 3(1)).
② Register your address	You must complete resident registration (전입신고) at your local community center (주민센터) for that address. As a foreigner, the equivalent is Alien Registration + reporting your new address. The date you file this report is treated as your registration date (Act, Art. 3(1)).

> **In practice:** Do both steps as soon as you move in — ideally on day one. Your protection legally begins at midnight (00:00) of the day after you complete both steps (Supreme Court 1999.5.25., case 99Da9981).

Court rulings you should know

- If you (and your family) temporarily move your registered address elsewhere — even briefly — you lose your opposing power. Moving back later does not "restore" the old protection; you only get a brand-new protection starting from the new registration date (Supreme Court 1998.1.23., case 97Da43468).
- However, if your family keeps their registration at the address and only you personally register elsewhere for a short time while your family still lives there, your protection is **not** lost (Supreme Court 1996.1.26., case 95Da30338).

"Priority repayment right" (우선변제권) — getting your deposit back first

- **What it means:** If the home is sold at auction or forced sale (because the landlord has debts), this right lets you get your deposit back from the sale proceeds **before** other creditors with lower priority (Act, Art. 3-2(2)).
- **How you get it:** You need the two "opposing power" steps above (move in + register your address), **plus** a third step:

» Get a confirmed date stamp (확정일자) on your lease contract — this is an official date stamp (usually from the community center or a courthouse) proving your contract existed on that date (Act, Art. 3-2(2)).

> **Tip:** When you register your address at the 주민센터, ask the staff to also stamp your lease contract with a 확정일자 the same day — it's usually quick and low-cost, and it's the single most important thing to protect your deposit.

Court rulings you should know

- If you complete move-in + address registration and get your confirmed date stamp on the same day (or the stamp is even earlier), your priority right starts from midnight (00:00) the day after you move in and register (Supreme Court 1999.3.23., case 98Da46938).
- To actually use this right, all of these conditions must still be true up until the court's final deadline for creditors to submit claims during the auction process (Supreme Court 1997.10.10., case 95Da44597).

Extra protection for smaller deposits ("small deposit priority")

- Even if you got your confirmed date stamp too late to have full priority, if you completed move-in + address registration **before** the property's mortgage holder filed for auction, you can still get a portion of your deposit back before other secured creditors (Act, Art. 3(1) & Art. 8(1)).
- The amount you can recover this way depends on where the property is located, and can never exceed half of the property's total value (Act, Art. 8(3); Enforcement Decree Art. 10(1), 11).

Area	Deposit limit to qualify	Amount protected first
Seoul	165,000,000 KRW	55,000,000 KRW
Overcrowded Control Zone near Seoul (excl. Seoul), Sejong, Yongin, Hwaseong, Gimpo	145,000,000 KRW	48,000,000 KRW

Metropolitan cities (excl. overcrowded zones/counties), Ansan, Gwangju, Paju, Icheon, Pyeongtaek	85,000,000 KRW	28,000,000 KRW
All other areas	75,000,000 KRW	25,000,000 KRW

Note: These amounts apply to leases that were still active as of May 11, 2021. For mortgages the property owner took out before that date, older (lower) limits may apply instead [Enforcement Decree, Presidential Decree No. 31673, Addendum Art. 2].

4. If the Landlord Won't Return Your Deposit: "Lease Registration Order"

What this system is for

- Normally, once you move out, you lose the "opposing power" protection described above — but sometimes a landlord won't return your deposit right when the lease ends, and you still need to move (for a new job, school, etc.). The Lease Registration Order (임차권등기명령) solves this: you ask the court to officially register your lease on the property's record. Once that registration is done, you can move out and still keep your legal protections while you wait to be repaid (Korea Legal Aid Corporation).

When and where to apply

- You can apply once ① your lease has ended **and** ② your deposit has not been returned. Apply at the district court, court branch, or local court that covers the area where the property is located (Act, Art. 3-3(1)).

What it gives you

- Once this registration is completed, you keep both your "opposing power" and "priority repayment right" even after you move out. If you already had these rights before registering, you don't lose them even if you later stop meeting the usual requirements (Act, Art. 3-3(5)).
- Note: anyone who rents that same home after your lease registration is completed will not get priority repayment rights over your claim (Act, Art. 3-3(6)).

Who pays the cost

- You can bill the landlord for the reasonable costs of filing this registration (Act, Art. 3-3(8)).

5. Lease Length, Automatic Renewal, and Rent Changes

Minimum lease term: 2 years

- If your contract doesn't state a term, or states less than 2 years, the law treats it as a 2-year lease. However, **you** (the tenant) may still insist on the shorter term if you prefer it (Act, Art. 4(1)).
- Even after the lease term ends, the lease is considered to continue until your deposit is actually returned to you (Act, Art. 4(2)).

Automatic ("silent") renewal

- If the landlord does not notify you of non-renewal (or of changed terms) between 6 months and 2 months before your lease ends, and you also don't notify the landlord by 2 months before the end date, the lease automatically renews on the same terms (Act, Art. 6(1)).

Exception: this automatic renewal does not apply if you are behind on rent by 2 months' worth or more, or have seriously violated your duties as a tenant (Act, Art. 6(3)).

> This automatic-renewal rule (as currently written) applies to leases first signed or renewed on or after December 10, 2020 [Act No. 17363, Addendum Art. 2].

- If renewed this way, the new term is treated as 2 years. But you may end the lease at any time by giving notice — it takes effect 3 months after the landlord receives your notice (Act, Art. 6(2), 6-2).

Your right to demand a renewal

- Separately from automatic renewal, you have the right to actively request a renewal between 6 months and 2 months before your lease ends — and the landlord cannot refuse without a valid legal reason (Act, Art. 6-3(1) main text; Art. 6(1)).
- The landlord **can** legally refuse your renewal request only for these specific reasons (Act, Art. 6-3(1) proviso):

1. You've fallen behind on rent by 2 months' worth or more
2. You got the lease through lies or fraud
3. Landlord and tenant mutually agreed, with fair compensation offered to you
4. You sublet all or part of the home without the landlord's permission
5. You seriously damaged the home on purpose or through major carelessness
6. All or part of the home has been destroyed, so it can no longer serve its purpose
7. The landlord needs to reclaim the home to demolish or rebuild it, for one of these reasons:

    ✓ The demolition/rebuild plan (including timing and duration) was clearly explained to you when you signed the lease, and the landlord is following that plan
    ✓ The building is unsafe due to age, damage, or partial collapse
    ✓ Demolition or rebuilding is required by other laws

8. The landlord (or their parents/children) plans to actually move in and live there themselves
9. You seriously violated your tenant duties, or there is another compelling reason renewal isn't reasonable

- You can use this renewal-request right only **once**. When used, the renewed lease term is treated as 2 years, and you may still end it early with 3 months' notice, as above (Act, Art. 6-3(2), (4), and Art. 6-2 proviso).
- A renewed lease keeps the same terms as before, except that rent/deposit may be adjusted within the limits explained in Section 6 below (Act, Art. 6-3(3)).
- **Important protection:** If the landlord refused your renewal by claiming they (or their family) would move in, but then rents the home to someone else instead before what would have been the end of your renewed term, the landlord must pay you damages (Act, Art. 6-3(5)).
- Unless you and the landlord agreed on a specific compensation amount in advance, the damages owed are the **largest** of the following (Act, Art. 6-3(6)):

» 3 months' worth of the "converted monthly rent" at the time of refusal (if you had a deposit instead of/alongside monthly rent, it's converted to a monthly-rent-equivalent using the legal conversion rate in Art. 7-2)

» The 2-year total difference between the converted monthly rent the landlord earns from the new tenant and what you were paying

» Your actual, provable financial loss caused by the false "moving in myself" refusal

Requesting a rent or deposit change

- Either side (landlord or tenant) can request a fair adjustment to rent or deposit if property taxes, other costs, or general economic conditions make the current amount unreasonable (Act, Art. 7(1), first part).
- A request to **increase** rent/deposit cannot be made within 1 year of the last increase, or within 1 year of signing the lease (Act, Art. 7(1), second part).
- Any rent/deposit increase is capped at **5%** of the current amount. Local governments (cities/provinces) may set a lower cap for their area if local market conditions justify it (Act, Art. 7(2)).

If the tenant passes away (lease succession)

- If a tenant dies with no legal heir, a person who was living with them as their common-law spouse in that home inherits the tenant's rights and duties (Act, Art. 9(1)).
- If the tenant dies and their legal heir was **not** living in the home with them, then the common-law spouse and relatives within the 2nd degree who were living there jointly inherit those rights and duties instead (Act, Art. 9(2)).
- However, if within 1 month of the tenant's death, the person who would inherit these rights tells the landlord they don't want to, they are not bound by them (Act, Art. 9(3)).
- Any debts or claims from the lease pass to whoever inherits the tenant's rights and duties (Act, Art. 9(4)).

> This guide covers the basics only. For full legal details, consult Korea's official "Easy-to-Find Practical Law" website (찾기쉬운 생활법령정보) or a licensed lawyer / the Korea Legal Aid Corporation (대한법률구조공단, national helpline 132).

Based on information current as of August 15, 2026.

· This guide is a simplified summary for general understanding only. It is not an official legal interpretation and cannot be used as evidence in any legal proceeding, complaint, or appeal.

· For specific legal questions, please contact the relevant government office, the Korea Legal Aid Corporation (call 132), or a licensed attorney.

· Always check the original Korean-language source for the most accurate and up-to-date legal text.