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Obligations to Pay Rent in Mexican Lease Agreements After the Occurrence of a Force Majeure or “Act of God” Event


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Upon the execution of a real property lease agreement in Mexico, the tenant's primary obligation is to pay rent to the landlord in the agreed-upon time and manner. In turn, the landlord is obligated, among other things, to ensure the tenant's use and enjoyment of the leased property throughout the term of the agreement.

However, when an act of God or force majeure event arises that prevents the tenant from using and enjoying the leased property, a dispute may arise between the landlord and tenant regarding the obligation to pay the rent while such circumstance persists.

In this regard, on August 8, 2025, a judicial resolution was published in the Judicial Weekly Gazette of the Federation under reference number 2030871, pursuant to which the Court held that the obligation to pay rent for a leased real estate property does not arise while an impediment to occupying the leased property persists, whether due to an act of God or a force majeure event, basing such resolution on Article 2,431 of the Civil Code for the Federal District (now Mexico City). Such article establishes two key provisions: (a) the tenant's right not to fulfill its obligation to pay rent if it is prevented from using the leased property in its entirety, arising from an act of God or force majeure; and (b) the tenant's right to terminate the lease if such impediment lasts more than two months.

It is important to note that the Court clarified that it is not necessary for the tenant to request the termination of the lease agreement in order to suspend the obligation to pay rent.



It should be noted that if the impediment to the use and enjoyment of the property is partial, in accordance with the provisions of Article 2,432 of the aforementioned Civil Code, the tenant can request an adjustment in the amount of the rent to be determined by experts.

Therefore, in analyzing a case similar to the one decided by the above mentioned judicial resolution, whether on the landlord's or the tenant's side, it is important to adequately document such situation, including detailing the date on which the event began, the cause, scope, specific circumstances and implications that justify the total or partial impediment to its full use and enjoyment, as it is essential to promptly notify the other party in writing of such situation.

In this type of case, good faith negotiations between the parties are advisable, considering that the rights derived from Articles 2,431 and 2,432 are non-waivable pursuant to Article 2,433 of the Civil Code, regardless of any covenants to the contrary in the agreement. These provisions are generally replicated identically in the other civil codes of the states of the Mexican Republic.

This approach stands in contrast with the widespread practice in commercial real estate leases in the United States, where it is common to see that in case of an act of God or force majeure event, all obligations between the parties under the agreement are suspended, except for any payment obligations between them.

