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BUYER'S GUIDE

Usufruct and Superficies in Thailand

Land Rights Alongside a Lease

What usufruct, superficies, habitation and servitude give a buyer under the Thai Civil and Commercial Code, how long each lasts, how they sit beside a 30-year lease, and how Sap Ing Sith differs.

A usufruct in Thailand is a registered right to possess, use and take the income from land or a building owned by someone else. It lasts for life or for up to 30 years. It is one of four real rights in the Civil and Commercial Code that foreign buyers meet alongside a 30-year lease. A superficies lets you own a house on another person's land. Habitation is a rent-free right to live in a building. A servitude burdens one plot for the benefit of another, such as a right of way.

These rights sit beside the lease covered in Is a 30-Year Lease in Thailand Safe? Used well, they add to a lease, for example with ownership of the house or a right for life. I am not a lawyer. Each right is drafted and registered by your own independent Thai lawyer.

What are the real rights in Thai property law?

They are rights over another person's land, recorded on the title deed. Book 4 of the Civil and Commercial Code sets out the four that matter to buyers, summarised below. Your lawyer checks which are already on a deed.

Right	Code sections	What it gives you	How long it lasts	Can it be sold or inherited?
Usufruct	1417 to 1428	Possession, use and the income of land or a building, with power to manage it	The holder's life, or a fixed term of up to 30 years, renewable	Ends when the holder dies; the holder can transfer its exercise unless the deed says otherwise
Superficies	1410 to 1416	Ownership of buildings, structures or plantations on another's land	A fixed term of up to 30 years, renewable, or the life of the landowner or the holder	Yes, both, unless the deed says otherwise
Habitation	1402 to 1409	The right to live in a building without paying rent	The holder's life, or a fixed term of up to 30 years, renewable	Neither, not even by inheritance
Servitude	1387 to 1401	A burden on one plot for the benefit of another, such as a right of way	No maximum term in the Code; lost after ten years of non-use	Passes with the land it benefits, never on its own

What is a usufruct in Thailand?

A usufruct is the right to possess, use and take the benefit of someone else's property, under section 1417. The holder can manage the property. Section 1422 lets them transfer its exercise to a third person, such as a tenant, unless the deed says otherwise.

Section 1418 allows it for a fixed period or for the holder's life, and presumes life if no period is stated. A fixed period cannot exceed 30 years, though it can be renewed.

The lifetime option is what draws foreign buyers. A registered lifetime usufruct runs past year 30, and it stays on the title if the owner dies or sells. The trade is that it always ends when the holder dies, and it does not pass to heirs.

Section 1426 puts management expenses, taxes and duties on the holder, so ask your lawyer which costs are yours.

What is a right of superficies?

A superficies lets you own buildings, structures or plantations on land that belongs to someone else, under section 1410. It separates the house from the land, which is why it is used when buying land to build a villa.

Section 1412 allows it for a fixed period of up to 30 years, renewable, or for the life of the landowner or the holder. Section 1411 makes it transferable and inheritable unless the deed says otherwise, so you can sell it or leave it to your children.

Have the term written in. Without one, section 1413 lets either side end it on reasonable notice. When it ends, section 1416 lets you remove your buildings and restore the land, or the landowner can buy them at the market price. Ask your lawyer how the deed should set that price.

What is a right of habitation?

Habitation is the right to live in a building without paying rent, under section 1402. It is narrower than a usufruct, with no power to manage the property or take an income from it.

Section 1403 allows it for life or a fixed period of up to 30 years, renewable. Section 1404 makes it personal: it cannot be transferred, not even by inheritance.

If you are paying for the house yourself, ask your lawyer whether a superficies fits better.

What is a servitude, and why does it matter to a buyer?

A servitude is a burden on one plot of land for the benefit of another, under section 1387. The usual example is a right of way across a neighbour's land to the public road.

It attaches to land: section 1393 says it passes with the plot it benefits. The Code sets no maximum term, but under section 1399 a servitude not used for ten years is extinguished.

For a villa buyer the point is access, since the road to a house is often someone else's land. Ask your lawyer to find a registered servitude on the title deed, and avoid relying on an informal path.

How are usufruct and superficies used by foreign buyers?

A foreign spouse whose Thai spouse owns the land

A foreigner generally cannot own land, but a Thai spouse can; the Thai spouse guide covers how that purchase works. At the Land Office, the Thai spouse must confirm the purchase money is their personal property, not marital property. That is part of the Department of Lands checks reported by The Nation on 26 May 2026.

The foreign spouse can then hold a registered lifetime usufruct over the land and house, often with a superficies over a house they paid for. That gives a secure right to stay through a death, a sale or a divorce.

The same measures put a mortgage, lease or other benefit granted to a foreign spouse under further scrutiny. That applies where it appears to help hold land on someone else's behalf. Land held in fact for the foreigner is a nominee arrangement, and that is illegal. Expect questions, and go with your lawyer and a clear paper trail.

A 30-year lease of the land with a superficies over the house

A foreign buyer usually holds a Phuket villa on a registered lease of up to 30 years. The foreign ownership guide sets out that standard route. In Supreme Court Judgment 4655/2566 the court held pre-agreed renewals void.

A superficies over the house can sit alongside the lease, so the building is yours in law while the land is leased. Under section 1411 it can be sold and inherited unless the deed says otherwise. The traditional position in Thai Supreme Court judgments is that a lease ends when the lessee dies. The Thai will guide explains how to make the will and the lease say the same thing.

A superficies does not lengthen the lease. On a fixed term it is capped at 30 years, like the lease. Ask your lawyer how the local Land Office handles the two on one plot, and allow time.

Do these rights have to be registered, and what does it cost?

Yes. Under section 1299, each right created by agreement must be in writing and registered at the Land Office to be complete. In Supreme Court Judgment 9683-9685/2558, a buyer of the land evicted a family member whose right over 26 rental rooms had never been registered.

The Land Office charges registration fees on each right, and the figure depends on whether money is paid for the right. Your lawyer will confirm the fees and any stamp duty for your case before the appointment.

What happens when the holder or the landowner dies or sells?

Registered rights stay on the title deed when the land changes hands. On death, each one differs:

- Usufruct ends when the holder dies (section 1418). It survives the owner's death or a sale of the land.

- Superficies passes to the holder's heirs unless the deed excludes it (section 1411). One granted for the landowner's life ends when the landowner dies.
- Habitation ends with the holder and cannot be passed on (section 1404).
- Servitude is not affected by a death. It stays with both plots when either is sold, and section 1393 ties it to the plot it benefits.

Your lawyer can line these up with your will and the lease.

What should you ask your lawyer?

Take these to an independent Thai lawyer who acts only for you; the due diligence checklist covers the rest.

- Is the land a Chanote, and which rights are already registered on it?
- Which right fits my case: a usufruct, a superficies, habitation, or a combination alongside the lease?
- Should the right run for life or for a fixed term, and is the term written into the deed?
- Does the superficies allow transfer and inheritance, and what happens to the house when it ends?
- Whose money is paying for the land and the house, and is the paper trail clear?
- What will the Land Office charge, and which documents will it ask for?

Holding land through nominee Thai shareholders or a stand-in Thai owner is illegal, and none of these rights makes it lawful. Courts look at substance: in 4655/2566 the Supreme Court treated pre-agreed renewals as a way round the 30-year limit.

How is Sap Ing Sith different from usufruct and superficies?

Sap Ing Sith is a registered right under its own law, the Sap Ing Sith Act of 2019 (B.E. 2562). It is a right to use land, a house or a whole condo unit for up to 30 years, on its own Land Office certificate. A foreigner can hold it.

Unlike a usufruct, it can be sold, mortgaged and inherited without the owner's consent. It needs a Chanote or a condo unit title, it covers the whole plot or unit, and the 30 years do not renew.

It is not ownership. My post on Sap Ing Sith covers it in full, including cost. A 99-year version was revived in June 2025, then shelved by the new government that September. It is not law, so ask your lawyer what is in force when you sign.

Usufruct and superficies in Thailand: questions buyers ask

What is a usufruct in Thailand?

A usufruct is a registered right under section 1417 of the Civil and Commercial Code. It lets the holder possess, use and take the benefit of someone else's property. It can last for the holder's life or for a fixed term of up to 30 years, renewable.

Can a foreigner own a house on Thai land?

Yes, through a right of superficies under section 1410, which lets a person own buildings on land that belongs to someone else. The land itself stays with the Thai owner or landlord.

Can a usufruct or superficies be inherited in Thailand?

A usufruct always ends when the holder dies and does not pass to heirs. A superficies can be sold and inherited unless the deed says otherwise, under section 1411.

Do usufruct and superficies have to be registered?

Yes. Under section 1299, a real right created by agreement is not complete until it is in writing and registered at the Land Office. Unregistered, a later buyer of the land can take free of it.

Is Sap Ing Sith the same as a usufruct?

No. Sap Ing Sith is a separate right under the Sap Ing Sith Act of 2019, capped at 30 years. It can be sold, mortgaged and inherited without the owner's consent. A usufruct can last for life but ends when the holder dies.

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These rights fill real gaps. A superficies makes the house yours and lets it pass to your children. A lifetime usufruct can keep a foreign spouse in the family home for life.

None of them makes a foreign buyer a landowner or extends a lease past 30 years. I would put the lease, any superficies and the will in front of one independent lawyer.

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Sources: Civil and Commercial Code, sections 1299 and 1387 to 1428, Office of the Council of State Thai text, checked 8 November 2026; Supreme Court Judgments 9683-9685/2558 (unregistered right over a building) and 4655/2566 (pre-agreed lease renewals void); Sap Ing Sith Act B.E. 2562 (2019), Royal Gazette, 30 April 2019; Department of Lands nominee checks, The Nation, 26 May 2026; The Nation, 29 June 2025 (99-year draft revived) and 16 September 2025 (99-year plan shelved). This is general information, not legal, tax or investment advice. Take independent legal advice in Thailand before you register any right over land.