The New Book 7 of The Belgian Civil Code Has Been Adopted: What Does this mean for The Real-Estate and Construction Sector

An initial analysis of the most important consequences regarding real-estate transactions, letting, construction projects and the provision of professional services.

On 16 July 2026, after many years of preparation, the House of Representatives adopted the new Book 7 entitled "Special Contracts" of the Belgian Civil Code. This forms the next step of the reform of private law in Belgium and follows on from the revisions carried out to property law, the law of undertakings and non-contractual liability.

Book 7 brings together the rules concerning matters such as sale, rental, service contracts, mandates, sequestration, loans and settlement in an updated form.

Although a considerable portion of the existing law has been retained, the reform contains a number of amendments of particular importance to real-estate professionals, owners and commissioning authorities of new-build properties, contractors, project developers, real-estate agents, architects, investors and lessors.

THE 5 MOST IMPORTANT POINTS FOR THE REAL-ESTATE AND CONSTRUCTION SECTORS

Book 7 of the Civil Code at a glance

1. The transfer of risk will now shift to the delivery of the property.

The actual delivery or making available of a property now plays a much more important role with regard to the distribution of risks between parties.

Practical impact: review clauses concerning the transfer of risk, insurances and claims and losses that occur between the agreement to sell and the deed of sale.

2. A uniform definition of compliance

The difference between visible faults, (minor) hidden faults and sub-standard delivery is being replaced by a single, integrated compliance mechanism.

Practical impact: sale documentation, due diligence reports, delivery protocols and warranty provisions will need to be critically reviewed.

3. Service contracts are being fundamentally restructured

Contracting, sequestration and mandates have now been incorporated into a single, coherent statutory framework for service contracts.

Practical impact: construction contracts, consultancy contracts, architects' contracts and project management agreements will need to be updated.

4. Existing principles of construction law are being embedded in law

Amongst other things, the law codifies duties of cooperation, security obligations, direct claims and the doctrine of unprecedented circumstances.

Practical impact: discussions will focus less on the existence of these principles and more on how they will be specifically applied to the project.

5. Contract documentation deserves immediate attention

The biggest consequences of Book 7 will make their presence felt during contractual negotiations and in standard documents.

Practical impact: Use the transition period to update construction contracts, subcontracting agreements, real-estate agreements, general terms and conditions, powers of representation and standard documents before the new law enters into force.

WHEN WILL BOOK 7 ENTER INTO FORCE?

The fact that Book 7 has been approved does not mean that the new rules will enter into force immediately.

The lawmakers have provided for a generous transition period of twelve months. If things go according to plan and the law is promulgated in the Belgian Official Gazette **in September 2026**, its provisions will take effect in **September 2027**.

In principle, the rules will only apply to agreements concluded from that date onwards.

In principle, agreements that come into being before 1 September 2027 will remain subject to the current law, unless the law expressly stipulates otherwise or unless the parties voluntarily choose to apply the new law, wherever possible.

This doesn't mean that business should wait until 2027, however. Many standard contracts, framework agreements, general terms and conditions and standard documentation being drawn up today will also still be in use after 1 September 2027.

For real-estate developers, owners and commissioning authorities of new-build properties, contractors, architects, real-estate investors and real-estate managers, the transition period is actually the ideal time to take a long and hard look at existing documentation and, if necessary, to modify it to bring it into line with the new legal framework.

In addition, many real-estate and construction projects will still be ongoing for a number of years. In many cases, contracts being negotiated today will still be effective once Book 7 has already entered into force.

---

1. THE BUYING AND SELLING OF REAL-ESTATE PROPERTY

1.1. From now on, the risk will only transfer on delivery

An established rule under Belgian law was the fact that risk in relation to the property sold is transferred to the buyer at the moment that ownership is transferred.

From now on, Book 7 corresponds more closely to what was frequently already stated in contracts. The basic assumption will be that, in principle, risk in relation to the property will be transferred after the property has been delivered or made available.

In the case of real-estate transactions, this reduces the uncertainty that exists between concluding the agreement and the actual transfer of the property. Even under the new regime, anyone drawing up an agreement to sell must also still pay attention to matters such as fire insurance, damage insurance and other insurance issues.

1.2. A single, uniform arrangement for breaches of compliance

The new law simplifies various historical liability regimes that have co-existed until now.

The focus will now shift to one key question: does the property sold comply with what was contractually agreed and with what the buyer could reasonably be entitled to expect?

This reduces the need to carry out a technical analysis and shifts the focus towards the parties' actual expectations under the contract. This can be important when addressing issues such as soil conditions, construction faults, urban planning features, technical installations or the permitted uses of the property.

1.3. A structured system of deadlines

The new system operates using a cohesive system of deadlines.

As soon as a compliance problem is identified, the buyers will be required to report it within a reasonable period of time. After that, they will have a separate period of two years to enforce their rights before the courts.

For real-estate practitioners, this once more underlines the importance of identifying issues in a timely manner, of commissioning investigations from experts and of communicating correctly in writing.

1.4. Prejudice remains possible, but has now been brought up to date

The special protection against severe prejudice during the sale of real-estate property will continue to exist.

The lawmakers, however, are simplifying the rules and modernising the procedure. A number of clarifications have been introduced that will provide greater legal security, including with regard to option constructions and promises to sell.

1.5. Sale by a non-owner

The automatic nullity of a sale involving another person's property will no longer apply.

The emphasis will shift towards protecting the buyer by means of the rules of indemnification. For real-estate professionals, this means the actual ownership of the property will need to be thoroughly investigated in advance and that the legal consequences of ownership disputes are being redrawn.

---

2. RENTING

Though housing, commercial rental and leasing are largely the responsibility of the regions, the common law lease will continue to play a role in real-estate practice.

In addition, the common law lease will additionally continue to be relevant in many cases, whenever special regulations fail to provide a solution.

2.1. Precarious occupation receives statutory recognition

For a very long time now, real-estate practice has been making use of precarious agreements for the use of real-estate property awaiting redevelopment, sale or future works.

Book 7 will place this particular construction on a firm legal footing for the first time.

By doing so, the lawmakers are emphasising the fact that relevant cases must actually involve precarious use that is justifiable on objective grounds. If no legitimate reason for such use exists, there remains a risk that an agreement will, after all, be regarded as rental agreement.

2.2. Works performed by the tenant

The new law includes a more detailed framework for modification, improvement and interior work carried out by the tenant.

The question as to whether works of this type can or cannot be removed when the tenancy comes to an end is the main issue that has now been provided with a systematic answer. Clarification is also provided regarding any compensation payable for any added value created.

Individuals or organisations letting offices, logistics sites, retail premises or commercial premises must now pay particular attention to this when drawing up rental agreements.

2.3. Termination of tenancy

When letting real-estate property, protecting the tenant is an important principle.

The courts will continue to play a key role whenever a lessor wants to terminate a rental agreement due to a breach of contract. Contractual clauses intended to lead to immediate termination will therefore need to be evaluated with due caution.

---

3. SERVICE CONTRACTS IN THE CONSTRUCTION SECTOR

One of the most visible reforms is the introduction of an overall legal framework for service contracts.

This not only includes conventional construction contracts, but also other types of professional services.

3.1. Increased collaboration between client and contractor

The law now places increased emphasis on collaboration while projects are being performed.

Clients are expected to supply the necessary information, decisions and permits in a timely manner. Contractors, for their part, will not be allowed to disregard problems, risks or impracticable instructions.

This development corresponds closely to the latest case law concerning duties to inform, duties to warn and duties to collaborate.

3.2. Unforeseen material difficulties

Within the construction sector in particular, embedding the doctrine of unprecedented circumstances (*sujétions imprévues*) is especially relevant.

In the event that while performing a contract, exceptional and previously unknown material difficulties come to light that render performance of the contact considerably more onerous, the law now provides an explicit legal framework for the amendment or renegotiation of the contract.

This arrangement will doubtless give rise to further discussions concerning soil-related risks, underground obstacles, existing constructions and performance problems of a technical nature.

3.3. Two-stage acceptance process is embedded in law

The practice of provisional and final acceptance will now be expressly recognised in the Belgian Civil Code.

By doing this, the lawmakers are confirming a way of working that has been in use for decades when carrying out construction projects and plays a crucial role with regard to evaluating visible faults, accepting the works and determining liabilities.

3.4. Ten-year liability remains carved in stone

The protection provided to the owners and commissioning bodies of new-build projects against serious stability faults will continue to apply.

The lawmakers have confirmed that the mandatory nature of the ten-year liability further clarifies the fact that this protection cannot simply be eroded in contractual terms by means of clauses referring to auxiliary workers or subcontractors.

3.5. Direct claims from auxiliary workers

In the construction sector, direct claims are a familiar instrument. Under certain conditions, subcontractors can contact the owner or commissioning authority of a building project if they are not paid by the principal contractor.

Book 7 applies this mechanism across the board and opens it up to other types of service contract. The lawmakers have therefore recognised that complex projects are more and more frequently being performed by an entire body of contractors, subcontractors, consultants and specialist service-providers.

For clients, this means that paying insufficient attention to the payment chain can entail greater risks than is often assumed today.

3.6. The contractor's duty of safety and prevention

Case law had already accepted for some time that a professional contractor bears certain duties of safety in relation to his client and to third parties.

Book 7 provides this development with an explicit basis in law.

A contractor will be required to take reasonable measures that may be expected from a careful processional in order to prevent damage to persons, goods or the environment.

For the construction sector, this corresponds to what is already expected on a practical level from contractors, architects, consultancy firms and other providers of technical services.

---

4. MANDATES AND REPRESENTATION

Although attention within the real-estate sector often focuses on buying, renting and contracting, Book 7 also contains a number of relevant amendments regarding professional representation and mandates.

These rules may be of importance to persons such as real-estate agents, building administrators, project managers, asset managers and other professionals acting in the name of and on behalf of third parties.

4.1. Remuneration becomes the rule in a professional context

The historical assumption that a mandate is presumed to provided be free of charge corresponds less and less to the economic reality of today.

Book 7 explicitly acknowledges that providers of professional services in principle carry out their activities in return for remuneration. For companies taking on the role of representative, this provides additional clarity regarding the remuneration of their services.

4.2. Powers will still be strictly interpreted

The reform will not bring about any chance to a fundamental principle within the law of representation: anyone acting on behalf of a third party must be able to demonstrate that he/she possesses sufficient power to do so.

In the case of actions that will have a significant impact on the client's assets, providing a clear and precise definition of the powers granted will continue to be essential.

This remains especially relevant in the case of real-estate transactions.

4.3. End of the mandate

The lawmakers have largely confirmed the conventional grounds for the termination of a mandate.

The death, insolvency or dissolution of the client can still have important consequences in terms of representation. On a practical level, this will primarily require attention in the case of long-term real-estate and development projects in which multiple parties are involved.

---

5. CONTRACTUAL DOCUMENTATION: A MISSED CHANCE OR AN OPPORTUNITY?

In the case of companies, the most significant impact of Book 7 may not perhaps arise from proceedings in court, but from contractual negotiations.

Numerous clauses, which for many years were used as standard in construction contracts, real-estate contracts, consultancy agreements and general terms and conditions, are based on concepts from the old Civil Code.

The introduction of the new definition of compliance, the amended rules concerning the transfer of risk, the harmonisation of deadlines and the new rules on service contracts mean that the time has now come for a thorough re-evaluation of existing models.

The following are examples that deserve particular attention:

- construction contracts;
- subcontracting agreements;
- design & build contracts;
- project management agreements;
- real-estate management contracts;
- mandates;
- general terms and conditions;
- standard clauses concerning liability, compliance, delivery and the distribution of risk.

The transition period until September 2027 provides companies with an opportunity to thoroughly update their contractual documentation. Anyone wishing to utilise that period in order to revise their model contracts, general terms and conditions and internal procedures will be better equipped to avoid future discussions and uncertainties.

CONCLUSION

With Book 7 of the Civil Code, the reform of private law in Belgium has reached yet another milestone.

Though the new rules largely build upon existing rules of law, case law and contractual practice, they will also introduce a number of important changes to the real-estate and construction sector. The reformed rules regarding compliance, transfer of risk, service contracts, collaboration between contractual parties and liabilities under construction law will have a direct effect upon negotiations, transactions and projects carried out in the future.

For companies, the biggest challenge in the coming months will lie not primarily in studying the new articles of legislation, but in adapting those companies' own contractual documentation and internal working methods in a timely way. The transition period until September 2027 will provide an ideal opportunity to do just that.

Gregory Grouwels

For real-estate developers, investors, the owners and commissioning bodies of new-build projects, construction contractors, architects, real-estate managers and other professional market-players, Book 7 is therefore already worthy of particular attention.

As is so often the case in contract law, it will ultimately not be the major principles, but the specific contractual formulations that will determine who bears the risk whenever a project proceeds differently than planned. That is precisely the reason why the impact of Book 7 will not initially be felt in the courtroom, but at the negotiating table.

Gregory Grouwels

Partner

Gregory.grouwels@monardlaw.be