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Amendment of the Act on Building Unit Ownership and Its Impact on Practice

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Introduction

On May 23, 2025, the "Act to Amend Certain Provisions of the Law on the Ownership of Distinct Portions of Buildings, etc., to Facilitate the Management and Revitalization of Aging Apartment Buildings, etc." was enacted, thereby amending the existing Act on Building Unit Ownership (effective April 1, 2026).

Recent years have seen an increase in the number of aging condominium buildings, and the owners of the units in those condominiums have also been advancing in years, leading to an increase in the number of owners who do not participate in meetings or other gatherings. In some cases, this has resulted in the failure to properly manage condominium buildings, or to carry out necessary renovations of aging condominium buildings. In light of these social trends, it has become an urgent priority to facilitate the management and revitalization of condominium buildings. The recent amendments to the Act on Building Unit Ownership were enacted against the backdrop of this increasingly common exigency. The amendments aim to achieve three objectives: facilitating (i) the management of condominium buildings, (ii) the revitalization of condominium buildings, and (iii) the revitalization of condominium buildings damaged by disasters. (Hereinafter, the Act prior to the amendments shall be referred to as the "Existing Act," and the Act after the amendments shall be referred to as the "Amended Act.")

This newsletter provides an overview of the key points of the Amended Act, focusing on aspects that are likely to impact on practices. This overview takes into account the supplementary explanations regarding the interim draft of the Amended Act (hereinafter referred to as the "Supplementary Explanations (Interim Draft)") and the supplementary explanations regarding the draft outline of the Amended Act (hereinafter referred to as the "Supplementary Explanations (Draft Outline)"), among other relevant materials.

Streamlining Condominium Management

1. Facilitation of Assembly Resolutions

Under the Existing Act, decisions made at meetings of condominium owners regarding matters related to condominium buildings generally required a majority vote based on the total number of condominium owners and their voting rights¹.

Furthermore, in the resolution of the meeting, those who did not attend the meeting and did not exercise their voting rights, as well as those whose whereabouts are unknown, were treated as votes in opposition to the resolution. Therefore, in buildings with many owners who did not attend the meeting or whose whereabouts are unknown, it may be difficult to obtain the necessary majority approval for the resolution, which could hinder the

¹ The voting rights of each condominium owners are determined by the ratio of the floor area of the exclusive portion they own, unless otherwise specified in the bylaws (Existing Act, Article 38, Article 14, Paragraph 1). This approach to voting rights ratios remains the same under the Amended Act.

smooth management of the building, an issue noted in the Supplementary Explanations (Interim Draft)².

Against this backdrop, the Amended Act established the following provisions to facilitate the resolution of meetings.

(1) Exclusion from Meeting Resolutions of Owners Whose Location Is Unknown

Upon request by the general owners (i.e., all owners other than those whose whereabouts are unknown), a court of competent jurisdiction may issue a ruling (referred to as the "exclusion decision for owners of undetermined location") excluding owners whose identity or location is not known from right to vote at condominium meetings, as well as right to receive notice of same (Amended Act, Article 38-2, Paragraphs 1 and 2).

(2) Meeting Resolutions by Majority Vote of Attendees

Adoption of the following resolutions may now be accomplished by majority vote among those meeting attendees with voting rights: (i) ordinary resolutions, (ii) resolutions regarding changes to common areas, (iii) restoration resolutions, (iv) resolutions regarding the establishment, amendment, or abolition of bylaws, (v) resolutions regarding the establishment or dissolution of a management corporation, (vi) resolutions regarding requests to prohibit the use of exclusive portions by defaulting parties, requests for the auction of condominium ownership rights to defaulting parties, and requests for the handover of exclusive portions to defaulting parties, as well as (vii) resolutions regarding the acquisition of condominium ownership rights by a management corporation (Amended Act, Article 39). This relaxes the previous requirement for an absolute majority vote under the Existing Act, and is expected to facilitate the smooth management of condominium buildings³.

With respect to meetings concerning special resolution matters, excluding the reconstruction of a building (Amended Act, Article 62), a quorum requirement has been established. Therefore, a majority of condominium owners (excluding those without voting rights) who hold a majority of the voting rights (or a higher percentage specified in the bylaws, if applicable) must attend such meetings.

Additionally, under the Existing Act, when the purpose of a meeting was to decide on matters such as changes to common areas, amendments to bylaws, or resolutions regarding restoration or reconstruction, it was required that the meeting notice include a summary of the agenda items (Existing Act, Article 35, Paragraph 5). However, since resolutions can now be made by a majority of attendees (Amended Act, Article 39, Paragraph 1), it has become necessary to ensure that all owners who receive the notice of the meeting can determine whether to attend the meeting and exercise their voting rights by being able to recognize the agenda items in the notice. Notice under the Amended Act must therefore summarize the agenda items for all resolutions, rather than only certain kinds of resolution (Amended Act, Article 35, Paragraph 1).

The amendments discussed in sections (1) and (2) above are expected to facilitate consensus formation at meetings of condominium owners, facilitating the maintenance and management of such buildings.

2. Relaxation of Requirements for Resolutions on Changes to Common Areas

Construction work involving major alterations to the basic structural components of a building is important for the prevention of deterioration, the extension of the service life, and the revitalization of condominium buildings. Such construction work, however, falls under definition of "alteration of common areas" in Article 17, Paragraph 1 of the Existing Act. Alterations to common areas generally require the approval of at least three-fourths of both the total number of condominium owners and their voting rights. Even if this requirement is relaxed by the bylaws, the minimum vote necessary is still that of a majority of condominium owners. Under such stringent resolution requirements, it is difficult to obtain the necessary approval, leading to cases where necessary construction work cannot be carried out or where a significant amount of time is required to reach an agreement⁴.

In response to this difficulty, Article 17 of the Amended Act allows for the reduction of the necessary vote threshold to two-thirds of condominium owners and two-thirds of their voting rights (leaving the unmodified minimum vote under the Existing Act unchanged at three-fourths or more of the condominium owners and three-fourths or more

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² Supplementary Explanation (Interim Draft) Pages 3 and 7.

³ Supplementary Explanation (Draft Outline) Page 2.

⁴ Supplementary Explanation (Interim Draft) Page 28.

of the voting rights⁵) for the following changes: (i) changes to common areas necessary to remove defects in the installation or maintenance of common areas that infringe upon or pose a risk of infringing upon the rights or legally protected interests of others, and (ii) changes to common areas necessary to reduce the physical burden on elderly persons, persons with disabilities, etc., by reducing the physical burden on their movement or use of facilities, thereby improving the convenience and safety of their movement or use of facilities (Amended Act, Article 17, Paragraph 5).

This is expected to make it easier to modify common areas. It should be noted, however, that Article 17, Paragraph 5 of the Amended Act only allows for the modification of this voting requirement on objective grounds. The existence of such grounds is generally left to the discretion of the condominium owners, and in cases of dispute, the matter is ultimately resolved through litigation, such as an action to declare the resolution invalid. Therefore, in cases where the fulfillment of the requirements for such objective grounds is not clearly established, there remains a risk that the matter will ultimately be litigated. In practice, it may be advisable to proceed conservatively and obtain the approval of three-fourths or more of the condominium owners in accordance with the standard resolution requirements.

3. Facilitating the Exercise of Claims Relating to Common Areas, etc.

Article 26, Paragraph 2 of the Existing Act grants the manager the authority to act as an agent for the collection and receipt of insurance proceeds under insurance contracts, as well as claims for compensation for damages and restitution of unjust enrichment arising from common areas and other related matters.

However, in a Tokyo District Court ruling dated July 29, 2016, the court held that in a case where the manager of a property management association filed a lawsuit on behalf of the owners of individual units against the developer and sales agent of an apartment complex, seeking compensation for damages due to defects in the exterior walls of the common areas, the phrase "for the benefit of the condominium owners of individual units" in Article 26, Paragraph 4 of the Existing Act should be interpreted to mean "for the benefit of all condominium owners of individual units." The court reasoned that: "in cases like the present one, where the claims arise individually and belong to each individual condominium owner, the manager may only act on behalf of all condominium owners if the claims belong to all condominium owners, and the bylaws or a resolution of the assembly authorizes the manager to pursue the claims on behalf of all condominium owners" Because some of the condominium ownership rights had been resold and the right to claim damages had not been transferred to the transferee, the court ruled that the manager lacked standing to sue and dismissed the claim. Following the ruling in this case, it was considered necessary to revise relevant provisions to address situations similar to the one described above, where it would be difficult for the manager to act on behalf of the condominium owners to exercise their rights and recover repair costs, etc?.

Therefore, Article 26, Paragraph 2 of the Amended Act explicitly states that the manager may act as an agent for "persons who were former condominium owners." It also stipulates, however, that the manager may not exercise the rights of a former condominium owner on behalf of such former condominium owner if the former condominium owner has made a separate expression of intent to the contrary (both provisions are set forth in the parenthetical notes of Article 26, Paragraph 2 of the Amended Act). Additionally, there was a proposal to establish a rule that the right to claim compensation in lieu of repairs should automatically transfer to the new condominium owners upon the transfer of condominium ownership rights. However, this proposal was not adopted. Therefore, if the former condominium owner does not transfer the right to claim compensation for damages to the transferee of the condominium ownership rights and opposes the manager's exercise of such rights on their behalf, the possibility remains that the manager's exercise of such rights and the pursuit of related litigation may be hindered. However, in practice, it is considered possible to avoid such inconveniences through either provisions in the bylaws or assembly resolutions. Specifically, in the bylaws, it is necessary to stipulate the following: (i) Restrictions on the separate expressions of intent by former condominium owners as provided in the parenthetical clause of Article 26, Paragraph 2 of the Amended Act, and (ii) the purpose of use of compensation claims based on the compensation

⁵ However, under the Amended Act, the number of votes shall be the number of votes of the condominium owners who are present (excluding those who do not have voting rights) and their voting rights.

⁶ Supplementary Explanation (Interim Draft) Page 32.

⁷ Supplementary Explanation (Interim Draft) Page 44.

⁸ Supplementary Explanation (Draft Outline) Page 4.

rights of former owners can be reliably allocated to repair costs. Currently, the Ministry of Land, Infrastructure, Transport and Tourism is conducting discussions toward revising the Standard Condominium Management Bylaws for Apartments to facilitate the smooth creation of bylaws incorporating these provisions⁹.

4. Others

In addition to the above, the Amended Act introduces new property management systems to facilitate the management of condominium buildings. These include a system for managing exclusive use areas with unknown owners or in an improper state of management (Amended Act, Article 46-2 et seq.), and a system for managing exclusive use areas in a state of neglect (Amended Act, Article 46-8 et seq.), a system allowing decisions at meetings to carry out necessary preservation measures for exclusive use portions in conjunction with the management of common areas (Amended Act, Article 18, Paragraph 4), a system enabling owners residing abroad to appoint domestic managers for the management of their exclusive use portions (Amended Act, Article 6-2), and a system for the digitization of administrative procedures to rationalize management operations (Amended Act, Article 33, Paragraph 3).

Facilitating the Revitalization of Condominium Buildings

1. Relaxation of Rebuilding Resolution Requirements

The Existing Act includes a mechanism providing for reconstruction of condominium buildings, facilitating restoration of same (Existing Act, Article 62). However, a resolution for reconstruction requires the approval of at least four-fifths of both the number of condominium owners and their voting rights at a meeting of condominium owners. This requirement gives rise to a number of issues, including: (i) the resolution is subject to strict majority requirements, making it difficult to obtain the necessary approval and requiring significant effort and time, (ii) the stringent four-fifths majority requirement does not contemplate scenarios in which financing has been secured for restoration, which should allow for a buyout of the shares of opposing owners, (iii) for public welfare reasons, a lower majority vote ratio is necessary to deal with risks to life, bodily safety, or property due to insufficient seismic resistance, as well as disaster damage, and (iv) as noted in the Supplementary Explanation (Interim Draft), a mechanism to lower the majority vote ratio by agreement would align with the needs of those seeking to acquire condominium buildings¹⁰.

Against this background, even though the Amended Act maintains the basic requirements for rebuilding resolutions (absolute majority vote and majority ratio of four-fifths, excluding owners without voting rights) (Amended Act, Article 62), it also provides for the relaxation of this minimum approval in the cases listed in a. to e. below, the majority ratio to three-fourths (paragraph 2 of the same article).

- a. Where the building does not comply with the standards established by the Minister of Justice as equivalent to the provisions of the Building Standards Act (Act No. 201 of 1950) or any orders or ordinances issued thereunder regarding seismic safety.
- b. Where the building does not comply with the standards established by the Minister of Justice as equivalent to the provisions of the Building Standards Act or any orders or ordinances issued thereunder regarding fire safety.
- c. Where exterior walls, exterior finishing materials, or other similar parts of a building that may peel off or fall, thereby posing a danger to the surrounding area, as specified by the Minister of Justice.
- d. In cases of damage, corrosion, or other deterioration of water supply, drainage, or other piping facilities (limited to those for which renovation work is deemed significantly difficult by Ministry

¹⁰ Supplementary Explanation (Interim Draft) Page 59.

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⁹ Since June 27, 2025, the Ministry of Land, Infrastructure, Transport and Tourism has been holding a study group on the revision of the Standard Condominium Management Bylaws in conjunction with the revision of the condominium-related laws in 2025. Based on the discussions in the study group, the Standard Condominium Management Bylaws are scheduled to be revised and published by the end of September 2025 Additionally, depending on how the scope of the Supreme Court Decision of September 18, 2015 (Minji 69, No. 6, Page 1711) is interpreted, it is possible that even under the current wording of the Standard Condominium Management Bylaws, the manager's exercise of the right to act on behalf of the former condominium owners and pursue litigation would not be impeded, even if the former condominium owners make a "separate expression of intent" (see Supplementary Explanation (Draft Outline) Pages 4–5).

of Justice Ordinance) that may significantly impair hygiene, as specified by the Minister of Justice.

e. With respect to buildings that do not comply with standards established by the Minister of Justice as equivalent to the Building Mobility Facilitation Standards specified in Article 14, Paragraph 5 of the Act on Promotion of Smooth Transportation, etc. of Elderly Persons, Disabled Persons, etc. (Act No. 91 of 2006).

Items a. to c. above are based on the provisions of the Act on the Facilitation of Reconstruction of Condominiums (hereinafter referred to as the "Reconstruction Act"), and items d. and e. above are based on the criteria for designation for demolition set forth in items (4) and (5) of Paragraph 2 of Article 102 of the Reconstruction Act¹¹. According to the Supplementary Explanation (Interim Draft), the applicability of the specific criteria for mandatory demolition can generally be determined by private-sector experts such as architects, and condominium owners are also considered capable of utilizing such experts' expertise to objectively assess the applicability of such criteria¹². It is expected that the establishment of such objective criteria will facilitate the implementation of reconstruction projects for buildings subject to condominium regimes¹³.

2. Extinction of Leasehold Rights Following Resolutions to Rebuild

According to a survey conducted by the Ministry of Land, Infrastructure, Transport and Tourism, the percentage of Condominiums with rental units is 87.0% for buildings completed in 1984 or earlier (41 years or older), with a tendency for the percentage of rental units to increase as the building ages¹⁴. When a decision to demolish and rebuild a condominium is made, condominium owners are obligated to vacate their exclusive use areas in preparation for demolition. If there are tenants in the exclusive use areas, the condominium owners must request the tenants to vacate in order to fulfill this obligation.

However, under the Existing Act, it was interpreted that a resolution to rebuild a building had no effect on lease agreements for exclusive use portions. Therefore, unless the tenant agreed to terminate the lease agreement or the landlord, as the condominium owner, could establish valid grounds for refusing renewal or terminating the agreement under the Act on Land and Building Leases, the landlord could not terminate the lease relationship or evict the tenant from the exclusive use portion. As a result, the existence of leasehold rights in exclusive use portions was an obstacle to the smooth reconstruction of condominium buildings¹⁵.

Against this background, the Amended Act established the following provisions regarding the termination of lease agreements in condominium buildings where a reconstruction resolution has been adopted (Amended Act, Article 64-2).

- (a) When a resolution to rebuild is adopted, each condominium owner who voted in favor of the resolution, each condominium owner who responded in accordance with the terms of the resolution to participate in the rebuilding (including their successors), any person designated by the unanimous consent of such condominium owner, as well as the condominium owner of a leased exclusive portion, may request termination of the lease agreement with the lessee of such exclusive portion, if any.
- (b) The lease of the exclusive use portion shall terminate six months after the date of any such request.
- (c) When the request under (a) is made, the condominium owner of the exclusive use portion shall pay compensation for losses normally incurred as a result of the termination of the lease to the tenant of the

¹¹ Note that the Reconstruction Act was also amended along with the revision of the Existing Act, renamed the "Act on the Facilitation of Revitalization of Condominiums," and Article 103 of the Reconstruction Act was deleted.

¹² Supplementary Explanation (Interim Draft) Page 63.

¹³ The specific contents of the requirements listed in items a. to e. above are expected to be clarified in the "Standards to be established by the Minister of Justice" or "Ministry of Justice Ordinances" to be enacted in the future, so attention should be paid to their contents as well.

¹⁴ Ministry of Land, Infrastructure, Transport and Tourism, "2023 Condominium Comprehensive Survey Results," Page 2 (https://www.mlit.go.jp/jutakukentiku/house/content/001750158.pdf).

⁵ Supplementary Explanation (Interim Draft) Page 71.

exclusive use portion (including subtenants; the same applies in (e)).

- (d) The person who made the request under (a) (excluding the condominium owner of the exclusive use portion) shall be jointly and severally liable with the owner of the exclusive use portion for the obligation under (c).
- (e) The tenant of the exclusive use portion may refuse to surrender the exclusive use portion even if the lease of the exclusive use portion has terminated under (b), until the compensation under (c) and (d) has been provided.

The provisions set forth in items (a) through (e) above also apply to cases where a spouse's right of residence is established in an exclusive use portion (Amended Act, Article 64-4), and the provisions set forth in items (a) and (b) apply to cases where the exclusive use portion is the subject matter of a lease for use (Amended Act, Article 64-3).

The above amendments are expected to make it easier to rebuild condominium buildings where tenants occupy the exclusive use portions. Specifically, under the Existing Act, it was difficult to terminate a lease agreement against the tenant's will if there were no valid grounds under the Act on Land and Building Leases. Under the Amended Act, however, if a resolution for reconstruction is adopted, the lease agreement can be terminated by paying compensation even without just cause. For example, even if a building is not sufficiently dilapidated to warrant just cause and has no issues with seismic resistance, it is now possible to terminate the lease agreement against the tenant's will and reconstruct the building into a higher-value structure. In contrast, for non-condominium buildings, there are no provisions allowing the termination of a lease agreement in connection with the reconstruction of the building, resulting in significant differences in the rights of tenants between condominium buildings and non-condominium buildings.

Regarding "compensation for losses normally incurred upon the termination of a lease," it is anticipated that the compensation amount will be set at the same level as the compensation received by tenants under the Compensation Standards for Losses Incurred in Connection with the Acquisition of Public Land (Decision of the Land Acquisition Measures Coordination Council on October 12, 1962) (so-called "general loss compensation"). The appropriate amount will be determined by the competent authorities after considering the differences between cases involving the acquisition of public land and other cases ¹⁶. Regarding how the appropriate compensation amount will actually be calculated, it is necessary to closely monitor the practical implementation and judicial precedents following the enforcement of the Amended Act.

3. New System for Renovating Entire Buildings and Resolving Condominium Ownership Issues

New provisions regarding whole-building renovations have also been established. "Building renewal" is defined as "changing the shape of common areas to maintain or restore the functions of the building's primary structural components (including ensuring the functions that the building should normally have), and simultaneously changing the shape, area, or spatial relationships of all exclusive use areas." As a general rule, a resolution for Building renewal requires a majority decision of at least four-fifths of the total number of condominium owners with voting rights (excluding those without voting rights) and four-fifths of their voting rights. For items a. to e. from section 1 above, however, approval may be obtained by a majority of three-fourths of the votes. These new provisions correct a regulatory imbalance whereby whole-building renovations had stricter requirements than rebuilding (Amended Act, Article 64-5).

Additionally, new mechanisms for dissolving condominium ownership relationships have been established, including provisions regarding resolutions to sell the building site (Amended Act, Article 64-6), resolutions to demolish the building and sell the site (Amended Act, Article 64-7), and resolutions to demolish the building (Amended Act, Article 64-8). These provisions will create additional avenues for completely revitalizing buildings, allowing owners to dissolve the condominium ownership relationship itself, in addition to the previously available method of rebuilding.

¹⁶ Supplementary Explanation (Draft Outline) Page 6.

Streamlining the Restoration of Apartment Complexes and Disaster-Damaged Condominiums

Under the Existing Act, if all or part of the buildings within a housing complex were destroyed due to aging, disasters, or other reasons, the former condominium owners of the destroyed buildings would retain their shares in the land and other property, even though they would no longer be considered condominium owners. As a result, the provisions of the Existing Act regarding the housing complex would no longer apply to them. Therefore, in such cases, to rebuild a building on the land or sell the land, the consent of all former condominium owners was generally required (see Article 251 of the Civil Code). When there are many former condominium owners, however, obtaining the consent of all of them is not always easy, and as noted in the Supplementary Explanation (Interim Draft), the legal regime that condominium owners, including the former condominium owners, can manage the land under the principle of majority rule even after the entire or part of the buildings within the housing complex has been destroyed has been required ¹⁷.

Against this backdrop, the Amended Act introduces measures to facilitate the revitalization of housing complexes, including the relaxation of requirements for resolutions to (i) demolish and rebuild all buildings within a housing complex (Amended Act, Article 70), and (ii) demolish and rebuild part of the buildings within a housing complex (Amended Act, Article 69). Additionally, provisions have been added to enable the sale of the entire property of a housing complex through a majority vote (Amended Act, Article 71) and to facilitate decisions on reconstruction or other measures in cases where buildings within a housing complex are destroyed (Amended Act, Articles 81 to 85).

Additionally, as measures to facilitate the regeneration of damaged condominium buildings, the Existing Act required that, for condominium buildings damaged by certain disasters designated by cabinet order, the same majority approval of at least four-fifths of the total number of condominium owners and their voting rights as for undamaged condominium buildings was necessary (Existing Act, Article 62, Paragraph 1). The Amended Act has relaxed the majority requirement for decisions on rebuilding buildings damaged by such disasters (Article 5, Paragraph 2 of the Act on Special Measures concerning Reconstruction of Condominiums Destroyed by Disaster).

Conclusion

The relaxation of resolution requirements for meetings of condominium owners, as introduced in this newsletter, may make it easier to manage, repair, or rebuild condominium buildings. This could expand the range of properties that can be considered as investment targets for real estate funds. It is anticipated that the following aspects will be streamlined by the Amended Act: (i) management of condominium buildings, (ii) revitalization and rebuilding of condominium buildings, and (iii) revitalization of condominium buildings damaged by disasters. This is expected to promote the development and renovation of condominium buildings, thereby promoting real estate transactions.

In addition, regarding the Cabinet Orders and Ministerial Ordinances based on the Amended Act, public comments are scheduled to be solicited in September 2025, with publication planned for October. It will therefore be necessary to closely monitor any further developments.

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 $^{^{\}rm 17}\,$ Supplementary Explanation (Interim Draft) Page 99.

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