Legal Update

Branded Residences in Thailand: The Legal Framework Behind the Name

The growth of branded residences in Thailand

Branded residences have moved from novelty to established asset class in Thailand. What began in the early 2010s with a small number of hotel-affiliated projects in central Bangkok has expanded into one of the larger pipelines in Asia, spanning Bangkok’s central business districts, the Chao Phraya riverfront, Phuket and, increasingly, Koh Samui and Hua Hin.

Two forces appear to be driving the trend. On the demand side, international buyers and Thai high-net-worth purchasers are willing to pay a premium for the service standards, rental management and resale liquidity that a recognised hospitality brand is expected to bring. On the supply side, developers use the brand to differentiate their offering in a domestic residential market that remains oversupplied at the mid-tier and constrained by household debt and tightened lending.

The result is a product that looks like a hotel, is sold like a condominium, and is regulated as neither. A branded residence in Thailand sits at the intersection of at least four separate regulatory regimes, and rests commercially on a contractual arrangement, being the brand management or services agreement, whose terms are rarely disclosed to the people paying for it.

This article sets out the essential legal framework governing these projects and identifies the questions a purchaser should ask before committing.

1. The regulatory framework governing branded residences in Thailand

1.1 Town planning law

Location is not incidental to a branded residence; it is the product. Brands select sites in prime commercial districts or in landmark waterfront positions because the brand's own value depends on it. That commercial imperative runs directly into Thailand's land use controls.

Under the *Town Planning Act B.E. 2562* (2019) (and the previous Town Planning Act B.E. 2518 (1975) as amended) and the comprehensive plans issued under it, most significantly the *Bangkok Comprehensive Town Plan* B.E. 2556 (2013), every parcel of land carries a land use designation and accompanying restrictions that determine permitted uses, floor area ratio (FAR) and open space ratio (OSR). High-density residential zones (designated brown on the plan) and commercial zones (designated red) in Bangkok's central business districts and along the river permit the density that makes a luxury high-rise viable. Adjacent zones frequently do not.

The practical consequences for developers and purchasers are as follows:

- **Density is capped by zone, not by ambition.** A site's FAR determines its maximum saleable area. Where a developer has assumed bonus FAR, which is available for features such as public open space, energy-saving building design or proximity to mass transit, that assumption should be tested.
- **Riverfront and heritage-adjacent sites carry additional restrictions**, including building height limits in certain areas near the Chao Phraya River and around designated heritage sites.

1.2 Environmental law and Environmental Impact Assessments

Residential buildings above the prescribed thresholds require an Environmental Impact Assessment report (EIA report) to be approved before a construction permit application can be considered and granted. The requirement arises under the *Enhancement and Conservation of National Environmental Quality Act B.E. 2535* (1992), as amended, and the implementing notifications of the Ministry of Natural Resources and Environment. The Office of Natural Resources and Environmental Policy and Planning (ONEP) administers the review.

For a condominium or residential building project, an EIA report will typically be required to address the following:

- **Public participation.** Consultation with, and hearings involving, the communities affected by the project. This is frequently the stage at which riverfront and dense central business district projects encounter organised opposition.
- **Construction-phase impacts.** Noise, dust and vibration; the management of construction water discharge and contamination; waste handling; and traffic conditions on surrounding roads during the construction period, which in a congested central location can itself become a condition of approval.
- **Operational-phase impacts.** Wastewater treatment, solid waste management and traffic generation once the building is occupied.

For purchasers, EIA status is a timing risk as much as a legal one. EIA approval is a condition precedent to the construction permit. A project marketed with a completion date but without EIA approval is being sold against a schedule the developer does not yet control.

1.3 Building control law

The *Building Control Act B.E. 2522* (1979), its ministerial regulations and the applicable local ordinances govern the physical building. Most branded residences fall within the definition of a "high-rise building", being a building exceeding 23 metres in height, or an "extra-large building", being a building with a total floor area of 10,000 square metres or more. Either classification attracts the heightened requirements of *Ministerial Regulation No. 33* (B.E. 2535).

The key controls include the following:

- **Height and building area limits**, layered on top of the FAR and OSR constraints imposed by the town planning regime.
- **Setback requirements** from land boundaries and adjoining buildings and public roads, together with rules governing openings, light and ventilation.
- **Road frontage and fire access.** The site must front a public road of the prescribed minimum width, and a clear access way of not less than six metres must be maintained around the building to permit fire appliance access. On tight urban sites, this requirement drives the building footprint more than any other.
- **Fire protection, escape routes, lift provision and parking provision.**

These are not merely construction-stage matters. Non-compliance can affect the issue of the certificate of building use (Form Aor.5), which in turn affects handover and, ultimately, registration of the condominium.

1.4 Condominium law

Where units are sold on a freehold basis, the project must be registered as a condominium under the *Condominium Act B.E. 2522* (1979), as amended. Registration produces three consequences that matter to a purchaser:

- **The condominium unit title deed.** Each unit is evidenced by a condominium unit title deed (Form Or.Chor.2), representing legal ownership of the unit together with an undivided interest in the common property.
- **The condominium juristic person.** A separate legal entity is established upon registration, governed by its registered regulations, managed by a manager and directed by a committee accountable to the general meeting of co-owners. The juristic person, and not the developer, holds and manages the common property once the project has been handed over.

- **The foreign ownership quota.** Foreign nationals may own units on a freehold basis, but aggregate foreign ownership in any one condominium building is capped at 49 percent of the total unit floor area. Foreign purchasers must also remit the purchase funds into Thailand in foreign currency and obtain a Foreign Exchange Transaction form or credit advice as evidence for the purposes of registering the transfer of the unit.

The 49 percent cap is a live commercial constraint in branded projects, where foreign demand routinely exceeds the available quota. Purchasers should confirm the remaining quota in the specific building, rather than across the developer's portfolio, before reserving a unit.

2. The difference between freehold and leasehold structures

Thai branded residences are sold under two fundamentally different structures. Marketing material does not always make the distinction obvious.

Freehold. The building is registered as a condominium. The purchaser acquires legal ownership of the unit, receives a unit title deed, becomes a co-owner of the common property and is a member of the condominium juristic person. The interest is perpetual and freely transferable, subject to the foreign ownership quota.

Leasehold. The building is not registered as a condominium. It remains an apartment building owned throughout by the project owner, which grants individual leases over each unit. The maximum lease term registrable against the property under the *Civil and Commercial Code* is 30 years. The purchaser holds a contractual and registered partial building lease interest rather than ownership. There is no unit title deed and no condominium juristic person.

Leasehold structures frequently arise for reasons outside the developer's control, most commonly where the underlying land cannot be sold, such as land held by the Crown Property Bureau or by long-established family estates. Such structures are not inherently inferior, but they are different, and three points deserve emphasis:

- **The "30 plus 30" renewal structure**. In a number of leasehold branded residence projects, an effective 60-year term has been achieved by registering the second 30-year term as a lease subject to a time condition, either at the time of, or after, registration of the first 30-year term. On the basis of Land Department circular guidance and supporting court authority, the registration of a time-conditional lease whose commencement date falls after expiry of the first 30-year term is not regarded as contrary to the Civil and Commercial Code. Two drafting points are critical. First, the lease documentation must expressly separate the first and second 30-year terms. Second, rent for the second term must not be paid upfront. Upfront payment risks the arrangement being characterised as a device to circumvent the statutory 30-year limit, and therefore as a juristic act with an object expressly prohibited by law, with the consequence that the second term would not be registrable.

- **There is no juristic person**. Common area management, service charges and sinking funds are governed by the lease and any associated management agreement, rather than by the Condominium Act. The statutory protections available to condominium co-owners do not apply.
- **Exit liquidity differs.** A leasehold interest amortises. Its resale value declines as the term runs down, in a way that a freehold title does not

3. What is actually being bought by a buyer of a branded residence

The regulatory framework above applies to any high-end residential building in Thailand. What makes a project "branded" is contractual: an agreement under which a hospitality brand permits its name and, typically, provides services to residents.

Examples in the Thai market include The Residences at Mandarin Oriental, Bangkok (Icon Siam); The Ritz-Carlton Residences Bangkok (MahaNakhon Building); Banyan Tree Residences Riverside Bangkok; InterContinental Residences Bangkok Asoke. Forthcoming resort projects include Marriott-affiliated projects in Phuket or Four Seasons partnership in Koh Samui.

Where a genuine hotel management or services agreement is in place, residents may receive concierge and reception services, shuttle services, housekeeping, in-residence dining, access to hotel facilities, security and, where offered, a brand-run rental program.

3.1 Who is the brand's counterparty?

This is the single most important item of legal due diligence in a branded residence purchase, and it is almost never addressed in the sales gallery.

The brand agreement may be made either with the project owner (the developer) or with the condominium juristic person. The distinction is decisive. Where the agreement sits with the developer alone, the developer is the only party holding rights and owing obligations under it. The condominium juristic person is a separate legal entity that comes into existence upon registration. It is not automatically a party to, or bound by, contracts made by the developer, and nor are the individual co-owners.

The consequence is that, for freehold projects, once the developer has sold out and exited, there may be no contractual link left between the brand and the purchasers who paid the branded premium. Unless the agreement has been validly assigned or novated to the juristic person, or the obligation is embedded in the condominium's registered regulations and adopted by the general meeting of co-owners, the arrangement will have no binding force as against the co-owners going forward.

Where the agreement is made with, or properly transferred to, the juristic person, the position is materially stronger. The contracting party is then the entity that will exist for the life of the building and that is funded by the co-owners' service charges.

3.2 Name-only arrangements

Not every project marketed as a branded residence is supported by a hotel management or services agreement at all. Some arrangements are trademark license only where the developer pays to use the brand's name and marks without the brand providing operational services to residents.

In others, a hotel brand operates an adjoining component of a mixed-use scheme, but the residential units fall outside the services agreement. Residents may have access to hotel facilities on a paying basis, but hold no service entitlement.

Neither arrangement is improper if accurately described. But both differ materially from what a purchaser paying a branded premium is likely to assume.

4. Comparative summary of selected branded residence projects

The following table is indicative only. It has been compiled from publicly available developer and agency material as at 14 August 2026, and pricing in this segment moves quickly. Purchasers should verify tenures, project details and current pricing directly with the developer and, in the case of tenure, against the relevant Land Office records.

Project	Brand	Project owner	Tenure	Location
The Residences at Mandarin Oriental	Mandarin Oriental	The Iconsiam Superlux	Freehold	Chao Phraya riverfront, Bangkok
The Ritz-Carlton Residences	Ritz-Carlton (Marriott International)	PACE Development	Freehold	MahaNakhon, Sathorn, Bangkok
Banyan Tree Residences Riverside Bangkok	Banyan Tree	Nirvana Rivers	Freehold	Charoen Nakhon, Chao Phraya riverfront, Bangkok
Porsche Design Tower	Porsche Design	Ananda Development	Freehold	Thong Lo, Bangkok

The Standard Residences Hua Hin	The Standard	Sansiri	Freehold	Hua Hin Beach, Prachuap Khiri Khan
The Standard Residences Phuket Bang Tao	The Standard	Boavista Lifestyle Residences (CG Capital)	Freehold	Bang Tao Beach (Laguna), Phuket
The Sukhothai Residences	The Sukhothai	Grace Ivory	Freehold	Sathorn, Bangkok
InterContinental Residences Bangkok Sukhumvit	InterContinental (IHG)	CG Capital	Freehold	Asoke, Bangkok
Peylaa Phuket, Autograph Collection Residences	Marriott	Capstone Asset Phuket Cherngtalay	Freehold	Bang Tao Beach (Laguna), Phuket
The Estates Samui at Four Seasons Resort (Land and Villa)	Four Seasons	Minor Residences	Freehold	Koh Samui, Suratthani Province
The Residences at the St. Regis Bangkok	The St. Regis (Marriott International)	Rajadamri Residence	Leasehold	Rajadamri, Bangkok
Aman Nai Lert Residences	Aman	Nai Lert Park Development	Leasehold	Witthayu, Bangkok
Four Seasons Private Residences	Four Seasons	Landmark Holdings	Leasehold	Chao Phraya riverfront, Bangkok
The Residences at Sindhorn Kempinski	Kempinski	Siam Sindhorn	Leasehold	Langsuan, Lumpini, Bangkok
Dusit Residences and Dusit Parkside	Dusit	Dusit and Central	Leasehold	Dusit Central Park, Silom, Bangkok

5. The position going forward

Thailand's branded residence sector is likely to continue expanding, supported by tourism recovery, established hospitality infrastructure and sustained international interest in Bangkok and the resort markets in the country.

The regulatory framework governing these projects as described in this article, comprising planning, environmental, building control and condominium law, is well established and, for a purchaser, largely a matter of confirming compliance.

The commercial substance of the product, by contrast, rests almost entirely on a contract that most purchasers never see. Whether the brand is contractually committed to the building, to whom that commitment runs and for how long, are the questions that determine whether the premium paid at purchase survives the developer's exit.

Further information

Should you have any questions on the branded residences in Thailand, please reach out to the team at PDLegal.

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